

Request for a preliminary ruling from the Arbeidshof te Brussel (Belgium) lodged on 29 March 2018 — Zubair Haqbin v Federaal Agentschap voor de opvang van asielzoekers

(Case C-233/18)

(2018/C 211/19)

Language of the case: Dutch

Referring court

Arbeidshof te Brussel

Parties to the main proceedings

Applicant: Zubair Haqbin

Defendant: Federaal Agentschap voor de opvang van asielzoekers

Questions referred

1. Must Article 20(1) to (3) of [Directive 2013/33/EU of the European Parliament and of the Council of 26 June 2013 laying down standards for the reception of applicants for international protection]⁽¹⁾ be interpreted as enumerating exhaustively the cases in which material reception conditions may be reduced or withdrawn, or does it follow from Article 20(4) and (5) thereof that withdrawal of the right to material reception conditions may also occur by means of sanctions for serious breaches of the rules relating to reception centres and serious acts of violence?
2. Must Article 20(5) and (6) [of Directive 2013/33] be interpreted as meaning that Member States, before taking a decision on the reduction or withdrawal of material reception conditions or on the imposition of sanctions, must, in the context of those decisions, lay down the measures necessary for guaranteeing the right to a dignified standard of living during the period of exclusion, or can those provisions be complied with by a system whereby, after the decision to reduce or withdraw the material reception conditions, an examination is carried out as to whether the person who is the subject of the decision enjoys a dignified living standard and, if necessary, remedial measures are taken at that point?
3. Must Article 20(4) to (6) of Directive 2013/33, read in conjunction with Articles 14, 21, 22, 23 and 24 of the Charter of Fundamental Rights of the European Union, be interpreted as meaning that a measure or sanction of temporary (or definitive) exclusion from the right to material reception conditions is possible, or impossible, in respect of a minor, specifically in respect of an unaccompanied minor?

⁽¹⁾ Directive 2013/33/EU of the European Parliament and of the Council of 26 June 2013 laying down standards for the reception of applicants for international protection (OJ 2013 L 180, p. 96).

Request for a preliminary ruling from the Varhoven administrativen sad (Bulgaria) lodged on 5 April 2018 — ‘UniCredit Leasing’ EAD v Direktor na Direktsia ‘Obzhalvane i danachno-osiguritelna praktika’ — Sofia pri Tsentralno upravlenie na NAP

(Case C-242/18)

(2018/C 211/20)

Language of the case: Bulgarian

Referring court

Varhoven administrativen sad

Parties to the main proceedings

Appellant in cassation: ‘UniCredit Leasing’ EAD

Respondent in cassation: Direktor na Direktsia ‘Obzhalvane i danachno-osiguritelna praktika’ — Sofia pri Tsentralno upravlenie na NAP

Questions referred

1. In the event of termination of a financial leasing agreement, does the provision contained in Article 90(1) of Directive 2006/112/EC⁽¹⁾ on the common system of VAT allow the taxable amount to be reduced and the VAT to be refunded where the VAT *has been established by way of a definitive tax assessment notice* on the basis of a taxable amount consisting of the sum of the monthly leasing instalments due throughout the term of the agreement?
2. If the first question is answered in the affirmative: in the event of termination of a leasing agreement on account of partial non-payment of the leasing instalments owed, on which of the situations referred to in Article 90(1) of the directive can the lessor rely as against a Member State in order to have the taxable amount for VAT purposes reduced to the extent of the instalments that were owed but not paid in respect of the period from the cessation of payments to the time of termination of the agreement, in the case where the termination is not retroactive and this is confirmed by a clause in the agreement itself?
3. Does the interpretation of Article 90(2) of the VAT Directive permit the conclusion that a situation such as that at issue here involves a derogation from Article 90(1) of the VAT Directive?
4. Does the interpretation of Article 90(1) of the VAT Directive permit the assumption that the term 'refusal' used in that provision includes the situation where, in the context of a financial leasing agreement with definite transfer of ownership, the lessor may no longer demand payment of the leasing instalments from the lessee because he has terminated the leasing agreement on account of non-fulfilment of that agreement by the lessee, *but is entitled, under that agreement, to compensation in the amount of all the unpaid leasing instalments that would have fallen due up to the end of the term of the lease?*

⁽¹⁾ OJ 2006 L 347, p. 1.

**Request for a preliminary ruling from the Conseil d'État (France) lodged on 12 April 2018 —
Syndicat des cadres de la sécurité intérieure v Premier ministre, Ministre d'État, Ministre de
l'Intérieur, Ministre de l'Action et des Comptes public**

(Case C-254/18)

(2018/C 211/21)

Language of the case: French

Referring court

Conseil d'État

Parties to the main proceedings

Applicant: Syndicat des cadres de la sécurité intérieure

Defendants: Premier ministre, Ministre d'État, Ministre de l'Intérieur, Ministre de l'Action et des Comptes public

Questions referred

1. Must Articles 6 and 16 of Directive 2003/88/EC of 4 November 2003 concerning certain aspects of the organisation of working time⁽¹⁾ be interpreted as imposing a reference period determined on a rolling basis or as allowing Member States to choose whether to employ a rolling or fixed reference period?