

6. Orders the European Central Bank to bear half of its own costs incurred in the proceedings both at first instance and on appeal.

⁽¹⁾ OJ C 319, 23.9.2019.

Judgment of the Court (Tenth Chamber) of 14 October 2020 — Close SA, Cegelec SA v European Parliament

(Case C-447/19 P) ⁽¹⁾

(Appeal — Action for annulment — Public works contracts of the European Union — Tender procedure — Extension and refurbishment work on the Konrad Adenauer building in Luxembourg — Scope of the contracting authority's obligation to inform the tenderer who has not been awarded the contract — Statement of reasons)

(2020/C 423/12)

Language of the case: French

Parties

Appellants: Close SA, Cegelec SA (represented by J.-L. Teheux and J.-M. Rikkers, avocats)

Other party to the proceedings: European Parliament (represented by E. Paladini and B. Schäfer, acting as Agents)

Operative part of the judgment

The Court hereby:

1. Dismisses the appeal;
2. Orders Close SA and Cegelec SA to pay the costs.

⁽¹⁾ OJ C 312, 16.9.2019.

Judgment of the Court (Sixth Chamber) of 21 October 2020 (request for a preliminary ruling from the Amtsgericht Potsdam — Germany) — Möbel Kraft GmbH & Co. KG v ML

(Case C-529/19) ⁽¹⁾

(Reference for a preliminary ruling — Consumer protection — Directive 2011/83/EU — Article 16(c) — Right of withdrawal — Exceptions — Goods made to the consumer's specifications or clearly personalised — Goods which the trader has begun to produce)

(2020/C 423/13)

Language of the case: German

Referring court

Amtsgericht Potsdam

Parties to the main proceedings

Applicant: Möbel Kraft GmbH & Co. KG

Defendant: ML

Operative part of the judgment

Article 16(c) of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council must be interpreted as meaning that the exception to the right of withdrawal laid down in that provision may be relied on against a consumer who has concluded an off-premises contract for the sale of goods which are to be made to his or her specifications, irrespective of whether the trader has begun to produce those goods.

⁽¹⁾ OJ C 348, 14.11.2019.
