

**Judgment of the Court (First Chamber) of 17 June 2021 (request for a preliminary ruling from the Sąd Apelacyjny w Warszawie — Poland) — Mittelbayerischer Verlag KG v SM**

(Case C-800/19) <sup>(1)</sup>

*(Reference for a preliminary ruling — Judicial cooperation in civil matters — Regulation (EU) No 1215/2012 — Jurisdiction and the recognition and enforcement of judgments in civil and commercial matters — Article 7(2) — Special jurisdiction in matters relating to tort, delict or quasi-delict — Place where the harmful event occurred or may occur — Person claiming infringement of his personality rights resulting from the publication of an article online — Place in which the damage occurred — Centre of the interests of that person)*

(2021/C 310/04)

Language of the case: Polish

**Referring court**

Sąd Apelacyjny w Warszawie

**Parties to the main proceedings**

*Applicant:* Mittelbayerischer Verlag KG

*Defendant:* SM

**Operative part of the judgment**

Article 7(2) of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters must be interpreted as meaning that the courts of the place in which the centre of interests of a person claiming that his or her personality rights have been infringed by content published online on a website is situated have jurisdiction to hear, in respect of the entirety of the alleged damage, an action for damages brought by that person only if that content contains objective and verifiable elements which make it possible to identify, directly or indirectly, that person as an individual.

<sup>(1)</sup> OJ C 27, 27.1.2020.

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**Judgment of the Court (Fifth Chamber) of 17 June 2021 — Czech Republic v European Commission, Republic of Poland**

(Case C-862/19 P) <sup>(1)</sup>

*(Appeal — European Social Fund (ESF) — European Regional Development Fund (ERDF) — Partial cancellation of assistance for operational programmes in the Czech Republic — Directive 2004/18/EC — Article 16(b) — Specific exclusion — Public service contracts relating to programme material intended for broadcasting)*

(2021/C 310/05)

Language of the case: Czech

**Parties**

*Appellant:* Czech Republic (represented by: M. Smolek, O. Serdula, J. Vlácil and I. Gavrilová, acting as Agents)

*Other parties to the proceedings:* European Commission (represented by: P. Ondrušek and P. Arenas, acting as Agents), Republic of Poland

**Operative part of the judgment**

The Court:

1. Dismisses the appeal;
2. Orders the Czech Republic to bear its own costs and to pay those incurred by the European Commission.

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(<sup>1</sup>) OJ C 27, 27.1.2020.

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**Judgment of the Court (Fourth Chamber) of 17 June 2021 (Request for a preliminary ruling from the Klagenævnet for Udbud — Denmark) — Simonsen & Weel A/S v Region Nordjylland og Region Syddanmark**

(Case C-23/20) (<sup>1</sup>)

*(Reference for a preliminary ruling — Public procurement — Framework contract — Directive 2014/24/EU — Article 5(5) — Article 18(1) — Articles 33 and 49 — Annexe V, part C, points 7, 8 and 10 — Commission Implementing Regulation (EU) 2015/1986 — Annexe II, sections II.1.5 and II.2.6 — Procurement procedures — Obligation to indicate, in the contract notice or the tender specifications, first, the estimated quantity or the estimated value and, second, the maximum quantity or the maximum value of the products to be supplied under a framework contract — Principles of transparency and equal treatment — Directive 89/665/EEC — Article 2d(1) — Procedures for review of the award of public contracts — Ineffectiveness of the contract — Exception)*

(2021/C 310/06)

Language of the case: Danish

**Referring court**

Klagenævnet for Udbud

**Parties to the main proceedings**

*Applicant:* Simonsen & Weel A/S

*Defendant:* Region Nordjylland og Region Syddanmark

*Intervener:* Nutricia A/S

**Operative part of the judgment**

1. Article 49 of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, and points 7, 8 and 10(a) of Part C of Annex V to that directive, read in conjunction with Article 33 of that directive and the principles of equal treatment and transparency referred to in Article 18(1) thereof, must be interpreted as meaning that the contract notice must indicate the estimated quantity and/or value and a maximum quantity and/or value of the products to be supplied under a framework contract and that once that limit has been reached, that framework contract will no longer have any effect;
2. Article 49 of Directive 2014/24 and points 7 and 10(a) of Part C of Annex V to that directive, read in conjunction with Article 33 of that directive and the principles of equal treatment and transparency referred to in Article 18(1) thereof, must be interpreted as meaning that the contract notice must indicate the estimated quantity and/or value and a maximum quantity and/or value of the products to be supplied under a framework contract as a whole and that that notice can set additional requirements which the contracting authority may decide to add to that framework contract;