— refer the case back to the General Court;

— reserve the costs of the proceedings at first instance and on appeal.

Grounds of appeal and main arguments

The Commission relies on two grounds of appeal.

The first ground of appeal, which consists of three parts, alleges that the General Court erred in law as regards the division of competences between the selection board and the European Personnel Selection Office (EPSO).

In the first part of that ground of appeal, the Commission submits that the General Court erred in its legal categorisation of the contested measure, that is to say, EPSO's decision of 17 August 2015 not to submit the appellant's request for review to the selection board on the ground of delay. That notification was made in the context of the competence conferred on EPSO by Section 3.1.3. of the General Rules governing competitions to conduct all correspondence with candidates.

In the second part, the Commission argues that the General Court erred in law in its interpretation of the General Rules. Section 3.4.3. of those General Rules should not to be read only in conjunction with Section 3.1.3., but also in the light of the wording and purpose of Section 3.4.3., which grants EPSO the competence to conduct the internal review procedure.

The third part alleges an error in law in the interpretation of Article 7 of Annex III to the Staff Regulations. The notification in question constitutes an administrative measure to ensure the application of uniform standards in competitions in accordance with the first paragraph of that article. It also corresponds to EPSO's role of assisting the selection board, as noted by the General Court in the judgment in Case T-361/10 P, *Commission* v *Pachtitis*. ([1])

The second ground of appeal alleges that the General Court erred in law in the interpretation of the plea concerning the lack of competence of the author of the measure. In the present case, the General Court failed to examine whether, if the error concerning lack of competence had been corrected, a measure with the same or a different content would have been taken. In the absence of such an examination, the General Court could not annul the contested measure.

([1]) ECLI:EU:T:2011:742.

Request for a preliminary ruling from the Tribunalul Specializat Mureș (Romania) lodged on 31 January 2019 — MF v BNP Paribas Personal Finance SA Paris Sucursala București and Secapital Sàrl

(Case C-75/19)

(2019/C 164/18)

Language of the case: Romanian

Referring court

Tribunalul Specializat Mureș

Parties to the main proceedings

Appellant: MF

Respondents: BNP Paribas Personal Finance SA Paris Sucursala București and Secapital Sàrl

Questions referred

1. Do the provisions of Council Directive 93/13/EEC [of 5 April 1993] on unfair terms in consumer contracts, ([1]) in particular recitals 12, 21 and 23 and Article 6(1), Article 7(2) and Article 8 thereof, preclude national courts from adopting an interpretation according to which a consumer may not, in the context of opposing enforcement (which in national law is a special action that may be brought only under certain restrictive conditions and within a certain time limit after enforcement proceedings have been commenced), rely on the existence of unfair terms in a credit agreement which he has concluded with a seller or supplier (that credit agreement constituting, under national law, the enforceable instrument on the basis of which the enforcement proceedings have been commenced against the consumer) for the reason that such a ground is inadmissible in that type of action, the national legislation providing instead for an action pursuant to ordinary law, not subject to any time limit, by means of which a consumer may at any time apply for a declaration of the existence of unfair contractual terms, which will thus not be binding, even though the judgment on such an action may not have any direct consequences for the enforcement proceedings, there being a risk that enforcement will be completed before the judgment in the action pursuant to ordinary law is obtained?

2. If the first question is answered in the affirmative, do those same provisions of Directive 93/13/EEC preclude a provision of national law which sets a time limit of 15 days from the date of communication of the first enforcement measures (that time limit being mandatory and a matter of public policy, and failure to comply with it entailing the dismissal of the action for having been brought out of time) within which period a consumer opposing enforcement (a debtor against whom enforcement is being exercised) may argue the unfair nature of contractual terms in a credit agreement concluded with a seller or supplier, bearing in mind that the same regime applies under national law to the making of similar objections that will be treated as arguments in defence on the merits, and also bearing in mind that, according to the settled case-law of the Court of Justice, national courts are under an obligation to consider, of their own motion, whether contractual terms are unfair, once they have at their disposal the necessary elements of fact and law to do so?

([1]) Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

Request for a preliminary ruling from the Sąd Rejonowy Szczecin — Prawobrzeże i Zachód w Szczecinie (Poland) lodged on 31 January 2019 — Profi Credit Polska S.A. v QJ

(Case C-84/19)

(2019/C 164/19)

Language of the case: Polish

Referring court

Sąd Rejonowy Szczecin — Prawobrzeże i Zachód w Szczecinie

Parties to the main proceedings

Applicant: Profi Credit Polska S.A.

Defendant: QJ