

Parties to the main proceedings

Applicants: NG, OH

Defendant: SC Banca Transilvania SA

Questions referred

1. Must Article 1 [paragraph 2] of Directive 93/13/EEC ⁽¹⁾ be interpreted as not precluding any analysis, with regard to unfairness, of a contractual term that reproduces a supplementary rule from which the parties could have derogated, but did not in fact do so as there was no negotiation in that regard, as in the present case analysed here with regard to the clause requiring repayment of the loan in the same foreign currency as that in which it was granted?
2. In a context where, when being granted a loan in a foreign currency, the consumer was not given calculations/estimates relating to the economic impact that any exchange rate fluctuation would have as regards the overall payment obligations arising under the agreement, can it reasonably be maintained that such a term, under which the exchange risk is borne entirely by the consumer (in accordance with the nominalist principle) is clear and intelligible and that the seller or supplier/bank has complied in good faith with the obligation to provide information to the other party to the agreement, in circumstances in which the maximum degree of indebtedness of consumers established by the Banca Națională a României (National Bank of Romania) has been calculated by reference to the exchange rate prevailing on the date when the loan was granted?
3. Do Directive 93/13/EEC and the case-law based on it and the principle of effectiveness preclude a contract from continuing unchanged after a term relating to the party that bears the exchange rate risk has been declared unfair? What change would make it possible to disapply the unfair term and comply with the principle of effectiveness?

⁽¹⁾ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29, Special edition Chapter 15 Vol. 2 p. 273)

**Request for a preliminary ruling from the Tribunalul Olt (Romania) lodged on 5 February 2019 — Asociația
'Forumul Judecătorilor din România' v Inspecția Judiciară**

(Case C-83/19)

(2019/C 187/36)

Language of the case: Romanian

Referring court

Tribunalul Olt

Parties to the main proceedings

Applicant: Asociația 'Forumul Judecătorilor din România'

Defendant: Inspecția Judiciară

Questions referred

1. Must the Cooperation and Verification Mechanism (CVM), established by Commission Decision 2006/928/EC of 13 December 2006, ⁽¹⁾ be considered to be an act of an institution of the European Union, within the meaning of Article 267 TFEU, and therefore amenable to interpretation by the Court of Justice of the European Union?
2. Do the terms, nature and duration of the Cooperation and Verification Mechanism (CVM), established by Commission Decision 2006/928/EC of 13 December 2006, come within the scope of application of the Treaty concerning the accession of the Republic of Bulgaria and Romania to the European Union, signed by Romania in Luxembourg on 25 April 2005? Are the requirements laid down in the reports prepared in the context of that mechanism binding on Romania?
3. Must the second subparagraph of Article 19(1) of the Treaty on European Union be interpreted as meaning that it obliges the Member States to take the measures necessary to ensure effective legal protection in the fields covered by EU law, that is to say, guarantees of an independent disciplinary procedure for Romanian judges, by eliminating all risks of political influence over the conduct of those procedures, such as direct Government appointment of the management of the Inspecția Judiciară (Judicial Inspection, Romania), even on a provisional basis?
4. Must Article 2 of the Treaty on European Union be interpreted as meaning that the Member States are obliged to comply with the rule of law criteria, also required in the reports prepared in the context of the cooperation and verification mechanism (CVM), established by Commission Decision 2006/928/EC of 13 December 2006, in the case of procedures whereby the Government directly appoints the management of the Inspecția Judiciară (Judicial Inspection, Romania), even on a provisional basis?

⁽¹⁾ Commission Decision of 13 December 2006 establishing a mechanism for cooperation and verification of progress in Romania to address specific benchmarks in the areas of judicial reform and the fight against corruption (OJ 2006 L 354, p. 56, Special edition: Chapter 11 Vol. 51 p. 55).

**Request for a preliminary ruling from the Curtea de Apel Pitești (Romania) lodged on 18 February 2019 —
Asociația ‘Forumul Judecătorilor din România’, Asociația ‘Mișcarea pentru Apărarea Statutului Procurorilor’
v Consiliul Superior al Magistraturii**

(Case C-127/19)

(2019/C 187/37)

Language of the case: Romanian

Referring court

Curtea de Apel Pitești

Parties to the main proceedings

Applicant: Asociația ‘Forumul Judecătorilor din România’, Asociația ‘Mișcarea pentru Apărarea Statutului Procurorilor’