

**Request for a preliminary ruling from the Înalta Curte de Casație și Justiție (Romania) lodged on 6 May 2019
— Parchetul de pe lângă Înalta Curte de Casație și Justiție — Direcția Națională Anticorupție, PM, RO, SP, TQ v
QN, UR, VS, WT, Autoritatea Națională pentru Turism, Agenția Națională de Administrare Fiscală, SC Euro
Box Promotion SRL**

(Case C-357/19)

(2019/C 288/24)

Language of the case: Romanian

Referring court

Înalta Curte de Casație și Justiție

Parties to the main proceedings

Applicants: Parchetul de pe lângă Înalta Curte de Casație și Justiție — Direcția Națională Anticorupție, PM, RO, SP, TQ

Defendants: QN, UR, VS, WT, Autoritatea Națională pentru Turism, Agenția Națională de Administrare Fiscală, SC Euro Box Promotion SRL

Questions referred

1. Must Article 19(1) of the Treaty on European Union, Article 325(1) of the Treaty on the Functioning of the European Union, Article 1(1)(a) and (b) and Article 2(1) of the Convention drawn up on the basis of Article K.3 of the Treaty on European Union, on the protection of the European Communities' financial interests, and the principle of legal certainty be interpreted as precluding the adoption of a decision by a body outside the judicial system, the Curtea Constituțională a României (Constitutional Court of Romania), which adjudicates on the lawfulness of the composition of Chambers hearing the case, in that way creating the conditions for allowing extraordinary actions brought against final judgments delivered in a given period?
2. Must Article 47(2) of the Charter of Fundamental Rights of the European Union be interpreted as precluding a finding by a body outside the judicial system — binding under national law — of the lack of independence and impartiality of a Chamber which includes a judge responsible for judicial administration who has not been randomly appointed, but on the basis of a transparent rule known to the parties and unchallenged by them, applicable to all the cases dealt with by that same chamber?
3. Must the primacy of EU law be interpreted as allowing the national court to disapply a decision of the constitutional court, handed down in a case concerning a constitutional dispute, binding under national law?

**Request for a preliminary ruling from the Tribunalul Galați (Romania) lodged on 7 May 2019 — XU and
Others v S.C. Credit Europe Ipotecar IFN S.A. and Credit Europe Bank NV**

(Case C-364/19)

(2019/C 288/25)

Language of the case: Romanian

Referring court

Tribunalul Galați

Parties to the main proceedings

Appellants: XU, YV, ZW, AU, BZ, CA, DB, EC

Respondents and cross-appellants: S.C. Credit Europe Ipotecar IFN S.A., Credit Europe Bank NV

Questions referred

1. Are Article 1(2) and Article 4(2) of Directive 93/13/EEC, ⁽¹⁾ as interpreted in Case C-186/16, *Andriuc and Others*, to be interpreted as meaning that, where the contract contains a term relating to exchange rate risk that reflects a provision of national law, national courts are required to examine as a first priority the relevance of the exclusion laid down in Article 1(2) of the directive, or instead the trader's compliance with the obligation to provide information governed by Article 4(2) of the directive, without first assessing the relevance of the provisions of Article 1(2) of the directive?
2. Are Article 1(2) and Article 4(2) of Directive 93/13/EEC to be interpreted as meaning that, in the event of a failure to comply with the obligation to inform the consumer prior to the conclusion of the loan agreement, the trader may rely on the provisions of Article 1(2) of the directive, so that a contractual term relating to exchange rate risk that reflects a provision of national law is excluded from any assessment of whether the contractual terms are unfair?

⁽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 Verwaltungsgericht Schwerin (Germany) lodged on 8 May 2019 —
FD v Staatliches Amt für Landwirtschaft und Umwelt Mittleres Mecklenburg**

(Case C-365/19)

(2019/C 288/26)

Language of the case: German

Referring court

Verwaltungsgericht Schwerin

Parties to the main proceedings

Applicant: FD