

Questions referred

1. Is Article 15(1)(c) of the Lugano Convention⁽¹⁾ to be interpreted as meaning that the ‘pursuit’ of a professional or commercial activity in the State bound by the Convention and in which the consumer is domiciled presupposes that the other party was already engaged in cross-border activity at the time when the contract was initiated and concluded or does that provision also apply for the purpose of determining the court having jurisdiction to hear proceedings where the parties were domiciled within the meaning of Articles 59 and 60 of the Lugano Convention in the same State bound by the Convention at the time when the contract was concluded and a foreign element to the legal relationship arose only subsequently [**Or. 3**] because the consumer relocated at a later date to another State bound by the Convention?
2. If cross-border activity at the time when the contract was concluded is not necessary:

Does Article 15(1)(c) of the Lugano Convention, read in conjunction with Article 16(2) thereof, generally preclude determination of the court having jurisdiction in accordance with Article 5(1) of the Lugano Convention in the case where the consumer relocated to another State bound by the Convention between the time when the contract was concluded and the time when the proceedings were brought, or is it also necessary for the professional or commercial activities of the other party to be pursued in or directed to the new State of domicile and for the contract to come within the scope of such activities?

⁽¹⁾ Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ 2007 L 339, p. 3).

Request for a preliminary ruling from the Landgericht Mainz (Germany) lodged on 16 July 2020 — KX v PY GmbH

(Case C-317/20)

(2020/C 348/07)

Language of the case: German

Referring court

Landgericht Mainz

Parties to the main proceedings

Applicant: KX

Defendant: PY GmbH

Question referred

Is Article 18(1) 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 (Article 18(1) of the Brussels I Regulation)⁽¹⁾ to be interpreted as meaning that, in addition to regulating international jurisdiction, the provision also lays down a rule to be observed by the adjudicating court as to the territorial jurisdiction of the national courts in matters pertaining to travel contracts where both the consumer, as the traveller, and his contractual partner, the tour operator, are domiciled in the same Member State, however the destination is not in that Member State but is located abroad (‘apparent domestic cases’), with the consequence that the consumer can bring contractual claims against the tour operator before the court for his place of residence as a supplement to national rules of jurisdiction?

⁽¹⁾ OJ 2012 L 351, p. 1.