

United Kingdom of Great Britain and Northern Ireland, referred to in point 5.1.1 of Annex V to Directive 2005/36/EC of the European Parliament and of the Council of 7 September 2005 on the recognition of professional qualifications, as amended by Directive 2013/55/EU of the European Parliament and of the Council of 20 November 2013, but not the certificate referred to therein attesting to the completion of a professional traineeship of one year's duration, which is required as a further condition for obtaining the professional qualification in the home Member State.

⁽¹⁾ OJ C 44, 8.2.2021.

Judgment of the Court (Sixth Chamber) of 10 March 2022 — European Commission v Kingdom of Belgium

(Case C-60/21) ⁽¹⁾

(Failure of a Member State to fulfil obligations — Article 45 TFEU — Article 28 of the Agreement on the European Economic Area — Free movement of workers — Direct taxation — Income tax — Deductions — Maintenance annuities — Equal treatment — Discrimination between resident and non-resident taxpayers)

(2022/C 171/17)

Language of the case: French

Parties

Applicant: European Commission (represented by: W. Roels and V. Uher, acting as Agents)

Defendant: Kingdom of Belgium (represented by: C. Pochet, P. Cottin and S. Baeyens, acting as Agents)

Operative part of the judgment

The Court:

1. Declares that, by refusing the deduction of maintenance annuities or capital sums in lieu of such annuities and supplementary annuities from taxable income to debenture holders who are not resident in Belgium and who receive less than 75 % of their professional income there and who cannot benefit from the same deduction in their Member State of residence on the basis of the small amount of their taxable income in that State, the Kingdom of Belgium has failed to fulfil its obligations under Article 45 TFEU and Article 28 of the Agreement on the European Economic Area of 2 May 1992;
2. Orders the Kingdom of Belgium to pay the costs.

⁽¹⁾ OJ C 98, 22.3.2021.

Judgment of the Court (Tenth Chamber) of 10 March 2022 (request for a preliminary ruling from the Landgericht Saarbrücken — Germany) — Maxxus Group GmbH & Co. KG v Globus Holding GmbH & Co. KG

(Case C-183/21) ⁽¹⁾

(Reference for a preliminary ruling — Approximation of laws — Trade marks — Directive (EU) 2015/2436 — Article 19 — Genuine use of a trade mark — Burden of proof — Application to revoke for non-use — National procedural rule obliging the applicant to carry out market research concerning use of the mark)

(2022/C 171/18)

Language of the case: German

Referring court

Landgericht Saarbrücken

Parties to the main proceedings

Applicant: Maxxus Group GmbH & Co. KG

Defendant: Globus Holding GmbH & Co. KG

Operative part of the judgment

Article 19 of Directive (EU) 2015/2436 of the European Parliament and of the Council of 16 December 2015 to approximate the laws of the Member States relating to trade marks must be interpreted as precluding a procedural rule of a Member State which, in proceedings concerning an application for revocation of a trade mark for non-use, requires the applicant to carry out market research concerning the possible use of that mark by its proprietor and to make in that regard, to the extent possible, substantiated submissions in support of its application.

(¹) OJ C 228, 14.6.2021.

**Request for a preliminary ruling from the Juzgado de Primera Instancia No 2 de Fuengirola (Spain)
lodged on 24 December 2021 — NM v Club La Costa (UK) PLC, sucursal en España, CLC Resort
Management LTD, Midmark 2 LTD, CLC Resort Development LTD and European Resorts & Hotels,
S.L.**

(Case C-821/21)

(2022/C 171/19)

Language of the case: Spanish

Referring court

Juzgado de Primera Instancia No 2 de Fuengirola

Parties to the main proceedings

Applicant: NM

Defendants: Club La Costa (UK) PLC, sucursal en España, CLC Resort Management LTD, Midmark 2 LTD, CLC Resort Development LTD and European Resorts & Hotels, S.L.

Questions referred

In relation to Regulation (EU) No 1215/2012 (¹) of the European Parliament and of the Council of 12 December 2012:

1. In the case of consumer contracts to which Article 18(1) of the Brussels I Regulation is applicable, is it compatible with that regulation to interpret the term ‘the other party to a contract’ used in that provision as encompassing only a person who signed the contract, such that it cannot include natural or legal persons other than those who actually signed the contract?
2. If the term ‘the other party to a contract’ is interpreted as encompassing only a person who actually signed the contract, in situations in which both the consumer and ‘the other party to a contract’ are domiciled outside Spain, is it compatible with Article 18(1) of the Brussels I Regulation to conclude that the international jurisdiction of the Spanish courts cannot be determined by the fact that the group of undertakings to which ‘the other party to a contract’ belongs includes companies that are domiciled in Spain but did not sign the contract or signed different contracts other than that in respect of which a declaration of nullity is sought?
3. If ‘the other party to a contract’, as referred to in Article 18(1) of the Brussels I Regulation, provides evidence that its domicile is established in the United Kingdom in accordance with Article 63(2) of the regulation, is it compatible with that provision to conclude that a domicile so established delimits the option that can be exercised under Article 18(1)? And, in addition to that, is it compatible with that provision to conclude that it does not simply establish a mere ‘presumption of fact’, or that that presumption is overturned if ‘the other party to a contract’ carries on business outside the jurisdiction of its domicile, or that the onus is on ‘the other party to a contract’ to demonstrate that its domicile, as determined in accordance with the provision cited, is the same as the place where it carries on its business?