

Judgment of the Court (Seventh Chamber) of 2 June 2022 (request for a preliminary ruling from the Tribunalul Ilfov — Romania) — SR v EW

(Case C-196/21) ⁽¹⁾

(Reference for a preliminary ruling — Judicial cooperation in civil matters — Service of judicial and extrajudicial documents — Regulation (EC) No 1393/2007 — Article 5 — Translation of the document — Translation costs borne by the applicant — Concept of ‘applicant’ — Service, by the court before which proceedings have been brought, of judicial documents on interveners in the proceedings)

(2022/C 284/10)

Language of the case: Romanian

Referring court

Tribunalul Ilfov

Parties to the main proceedings

Applicant: SR

Defendant: EW

Interveners: FB, CX, IK

Operative part of the judgment

Article 5(2) of Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents), and repealing Council Regulation (EC) No 1348/2000, must be interpreted as meaning that, where a court orders the transmission of judicial documents to third parties that apply for leave to intervene in the proceedings, that court cannot be regarded as being the ‘applicant’ within the meaning of that provision.

⁽¹⁾ OJ C 263, 5.7.2021.

Judgment of the Court (Tenth Chamber) of 2 June 2022 — EM v European Parliament

(Case C-299/21 P) ⁽¹⁾

(Appeal — Civil service — European Parliament — Member of the temporary staff in the service of a political group — Staff Regulations of Officials of the European Union — Article 7 — Transfer — Article 12 and Article 12a(3) — Concept of ‘psychological harassment’ — Failure to assign tasks — Conditions of Employment of Other Servants of the European Union — Request for assistance — Loss or harm — Compensation)

(2022/C 284/11)

Language of the case: French

Parties

Appellant: EM (represented by: M. Casado García-Hirschfeld, avocate)

Other party to the proceedings: European Parliament (represented by: D. Boytha, L. Darie and C. González Argüelles, acting as Agents)

Operative part of the judgment

The Court:

1. Sets aside the judgment of the General Court of the European Union of 3 March 2021, EM v Parliament (T-599/19, not published, EU:T:2021:111), to the extent that the General Court rejected the claims for compensation in the action, in so far as they sought reparation for the loss or harm suffered by the appellant as a result of being prevented from carrying out tasks during the period from 8 December 2016 to 1 June 2018, the date of his retirement;

2. Dismisses the remainder of the appeal;
3. Orders the European Parliament to pay compensation in the amount of EUR 7 500 to EM;
4. Orders the European Parliament to bear its own costs in relation both to the proceedings at first instance in Case T-599/19 and the appeal proceedings and to pay half of the costs incurred by EM in relation to those proceedings.

(¹) OJ C 431, 25.10.2021.

**Request for a preliminary ruling from the Sąd Okręgowy w Warszawie (Poland) lodged on
12 January 2022 — TL, WE v Getin Noble Bank S.A.**

(Case C-28/22)

(2022/C 284/12)

Language of the case: Polish

Referring court

Sąd Okręgowy w Warszawie

Parties to the main proceedings

Applicants: TL, WE

Defendant: Getin Noble Bank S.A.

Questions referred

1. Must Articles 6(1) and 7(1) of Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29) (¹) be construed as precluding an interpretation of national law which, in the case where a contract is no longer capable of continuing in existence following the elimination of abusive clauses, makes the start of the limitation period for the claims of the seller or supplier for restitution conditional on the occurrence of any of the following events:
 - (a) the consumer making a claim or raising a plea against the seller or supplier on the grounds that contractual clauses are abusive, or a court, acting of its own motion, advising that contractual clauses may be declared abusive; or
 - (b) the consumer stating that he or she has been given comprehensive information on the effects (legal consequences) of the contract being no longer capable of continuing in existence, including information on the possible claims of the seller or supplier for restitution and the extent of those claims; or
 - (c) the consumer's knowledge (awareness) of the effects (legal consequences) of the contract being no longer capable of continuing in existence being established during court proceedings, or the court advising the consumer of such consequences; or
 - (d) the final court judgment resolving the dispute between the seller or supplier and the consumer being delivered?
2. Must Articles 6(1) and 7(1) of Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts be construed as precluding an interpretation of national law which, in the case where a contract is no longer capable of continuing in existence following the elimination of abusive clauses, places no obligation on the seller or supplier against whom a consumer has brought a claim related to the presence of abusive clauses in the contract to take steps of its own motion to establish whether the consumer is aware of the consequences of abusive clauses being eliminated or of the contract being no longer capable of continuing in existence?