

Judgment of the Court (Sixth Chamber) of 8 June 2023 (requests for a preliminary ruling from the Spetsializiran nakazatelen sad — Bulgaria) — Criminal proceedings against VB (C-430/22), VB (C-468/22)

(Joined Cases C-430/22 and C-468/22, ⁽¹⁾ VB (information for a person convicted in absentia) and Another)

(Reference for a preliminary ruling — Judicial cooperation in criminal matters — Directive (EU) 2016/343 — Article 8(4) — Right to be present at the trial — Proceedings conducted in absentia — Reopening of the proceedings — Notice to the person convicted in absentia of his or her right to have the proceedings reopened)

(2023/C 261/30)

Language of the cases: Bulgarian

Referring court

Spetsializiran nakazatelen sad

Parties in the main proceedings

VB(C-430/22), VB (C-468/22)

Other party: Spetsializirana prokuratura

Operative part of the judgment

Article 8(4) of Directive (EU) 2016/343 of the European Parliament and of the Council of 9 March 2016 on the strengthening of certain aspects of the presumption of innocence and of the right to be present at the trial in criminal proceedings must be interpreted as not requiring a national court, in the event of a conviction *in absentia*, where the conditions of Article 8(2) of that directive are not met, to make express reference to the right to a new trial in the judgment convicting the person concerned.

⁽¹⁾ OJ C 408, 24.10.2022.

Judgment of the Court (Fifth Chamber) of 8 June 2023 (request for a preliminary ruling from the Tribunalul Olt — Romania) — OZ v Lyonesse Europe AG

(Case C-455/21, ⁽¹⁾ Lyonesse Europe)

(Reference for a preliminary ruling — Consumer protection — Directive 93/13/EEC — Unfair terms in consumer contracts — Article 2(b) — Definition of ‘consumer’ — Contract for membership of a loyalty scheme enabling certain financial benefits to be obtained when purchasing goods and services from third-party traders)

(2023/C 261/31)

Language of the case: Romanian

Referring court

Tribunalul Olt

Parties to the main proceedings

Applicant: OZ

Defendant: Lyonesse Europe AG

Operative part of the judgment

Article 2(b) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts

must be interpreted as meaning that a natural person who becomes a member of a scheme implemented by a commercial company and allowing, inter alia, certain financial benefits in connection with the purchase, by that natural person or by other persons participating in that scheme further to his or her referral, of goods and services from that company's business partners, where that natural person is acting for purposes which are outside his or her trade, business or profession, falls within the scope of the concept of 'consumer', within the meaning of that provision.

⁽¹⁾ OJ C 452, 8.11.2021.

Judgment of the Court (First Chamber) of 8 June 2023 (request for a preliminary ruling from the Consiglio di Stato — Italy) — Fastweb SpA, TIM SpA, Vodafone Italia SpA, Wind Tre SpA v Autorità per le Garanzie nelle Comunicazioni

(Case C-468/20, ⁽¹⁾ Fastweb and Others (Time frame for billing))

(Reference for a preliminary ruling — Electronic communications networks and services — Directives 2002/19/EC, 2002/20/EC, 2002/21/EC and 2002/22/EC — Article 49 TFEU — Freedom of establishment — Article 56 TFEU — Freedom to provide services — National legislation granting the national regulatory authority the power to impose on telephony service providers a minimum time frame for the renewal of offers and a minimum time frame for billing — Consumer protection — Principle of proportionality — Principle of equal treatment)

(2023/C 261/32)

Language of the case: Italian

Referring court

Consiglio di Stato

Parties to the main proceedings

Applicants: Fastweb SpA, TIM SpA, Vodafone Italia SpA, Wind Tre SpA

Defendant: Autorità per le Garanzie nelle Comunicazioni

Intervening parties: Telecom Italia SpA, Vodafone Italia SpA, Associazione Movimento Consumatori, U.Di.Con, Unione per la Difesa dei Consumatori, Wind Tre SpA, Assotelecomunicazioni (Asstel), Eolo SpA, Coordinamento delle associazioni per la tutela dell'ambiente e dei diritti degli utenti e consumatori (Codacons), Associazione degli utenti per i diritti telefonici — A.U.S. TEL ONLUS, Altroconsumo, Federconsumatori

Operative part of the judgment

Articles 49 and 56 TFEU and Article 8(1), first subparagraph, (2)(a), (4)(b) and (d) and (5)(b) of Directive 2002/21/EC of the European Parliament and of the Council of 7 March 2002 on a common regulatory framework for electronic communications networks and services (Framework Directive), as amended by Directive 2009/140/EC of the European Parliament and of the Council of 25 November 2009, and Articles 20 to 22 of Directive 2002/22/EC of the European Parliament and of the Council of 7 March 2002 on universal service and users' rights relating to electronic communications networks and services (Universal Service Directive), as amended by Directive 2009/136/EC of the European Parliament and of the Council of 25 November 2009, read in conjunction with the principles of proportionality and equal treatment,

must be interpreted as meaning that they do not preclude national legislation which confers on the national regulatory authority the power to adopt a decision requiring, on the one hand, mobile telephony service operators to have a time frame for the renewal of commercial offers and billing of not less than four weeks and, on the other hand, operators of fixed telephony and related services to have a time frame for the renewal of such offers and billing of one month or multiples thereof, provided that the two categories of services in question are, in the light of the subject matter and purpose of that national legislation, in different situations.

⁽¹⁾ OJ C 257, 4.7.2022.