

Second plea: misinterpretation and misapplication of first subparagraph of Article 4(3) of Regulation 1049/2001

First limb of the second plea: in deciding on the applicability of the exception provided for in the first subparagraph of Article 4(3) of Regulation (EC) No 1049/2001, the General Court made an error in law by considering that the confirmatory decision needed — and failed — to adduce tangible evidence. Moreover, the General Court confined its reasoning to generic affirmations that generally negate protection instead of specifically addressing the justifications provided by the Council as to the risk for its decision-making process.

Second limb of the second plea: The General Court also committed an error in law by considering that the principle of democratic accountability that underpins the enhanced transparency of legislative documents applies to all documents relating to legislative procedures in the same way, regardless of whether they contain positions of political decision-makers or are contributions by internal services, including the Legal Service.

Third plea: breach of Article 113 of the Rules of Procedure of the General Court and misrepresentation of facts

Finally, the General Court refused to reopen the oral phase of the procedure and to take into consideration the fact that court proceedings had been introduced against regulation 2020/2092 ⁽²⁾ in relation to the very same legal issues discussed in the opinion. This constitutes a breach of procedure which did not allow the Council to be heard on an essential element for the case before the General Court.

⁽¹⁾ Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents (OJ 2001, L 145, p. 43).

⁽²⁾ Regulation (EU, Euratom) 2020/2092 of the European Parliament and of the Council of 16 December 2020 on a general regime of conditionality for the protection of the Union budget (OJ 2020, L 433 I, p. 1).

Appeal brought on 28 July 2021 by Puma SE against the judgment of the General Court (Sixth Chamber) delivered on 19 May 2021 in Case T-510/19, Puma v EUIPO — Gemma Group (Representation of a bounding feline)

(Case C-462/21 P)

(2022/C 51/20)

Language of the case: English

Parties

Appellant: Puma SE (represented by: P. González-Bueno Catalán de Ocón, abogado)

Other party to the proceedings: European Union Intellectual Property Office (EUIPO)

By order of 1 December 2021, the Court of Justice (Chamber determining whether appeals may proceed) held that the appeal was not allowed to proceed and that Puma SE should bear its own costs.

Appeal brought on 19 July 2021 by Electrodomésticos Taurus, S.L. against the order of the General Court (Tenth Chamber) delivered on 17 May 2021 in Case T-328/20, Electrodomésticos Taurus, S.L. v EUIPO — Shenzen Aukey E-Business Co. Ltd

(Case C-468/21 P)

(2022/C 51/21)

Language of the case: Spanish

Parties

Appellant: Electrodomésticos Taurus, S.L. (represented by: E. Manresa Medina, lawyer)

Other parties to the proceedings: European Union Intellectual Property Office (EUIPO) and Shenzhen Aukey E-Business Co. Ltd

By order of 6 October 2021, the Vice-President of the Court of Justice dismissed the appeal as inadmissible and ordered Electrodomésticos Taurus, S.L. to bear its own costs.

**Request for a preliminary ruling from the Tribunal Supremo (Spain) lodged on 14 September 2021 —
CaixaBank, S.A. v X**

(Case C-565/21)

(2022/C 51/22)

Language of the case: Spanish

Referring court

Tribunal Supremo

Parties to the main proceedings

Applicant: CaixaBank, S.A.

Defendant: X

Questions referred

1. Do Article 3(1) and Articles 4 and 5 of Directive 93/13/EEC ⁽¹⁾ preclude national case-law that, having regard to the specific rules of national law governing arrangement fees paid, in one instalment and generally at the time of concluding the contract, in consideration for services related to reviewing, granting or processing mortgages or loans or other similar services inherent in the lender's activity with a view to granting the loan, deems that the contractual term providing for that fee constitutes an essential element of the contract, since it represents a principal part of the cost of the loan and cannot be assessed as unfair if it is written in clear, intelligible language, within the broad meaning established in the case-law of the CJEU?
2. Does Article 4(2) of Directive 93/13/EEC preclude national case-law to the effect that, in order to assess whether the term constituting an essential element of the mortgage or loan agreement is clear and intelligible, account must be taken of issues such as consumers' general knowledge of that term, the mandatory information that financial institutions must provide to potential borrowers under regulations on standardised information sheets, advertising by banks, the particular attention paid to it by the average consumer as being part of the cost to be paid entirely at the time of taking out the loan, and constituting a substantial part of the economic consequences to them of securing the loan, and whether the wording, placement and structure of the term make it possible to conclude that it constitutes an essential element of the contract?
3. Does Article 3(1) of Directive 93/13/EEC preclude national case-law that deems that a contractual term such as the one at issue in the main proceedings, relating to the arrangement fee for a loan agreement, whose purpose is remuneration for services relating to the review, design and individual processing of a loan application (reviewing the viability of the loan, the debtor's creditworthiness, the status of encumbrances on the property to be mortgaged, etc.) as prerequisites for granting the loan, which fee is expressly provided for in national legislation as constituting payment for the formalities inherent in granting the loan, does not, contrary to the requirement of good faith, cause a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer?

⁽¹⁾ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).
