

By order of 8 December 2021, the Court of Justice (Chamber determining whether appeals may proceed) held that the appeal was not allowed to proceed and that Franz Schröder GmbH & Co. KG should bear its own costs.

Appeal brought on 2 August 2021 by Franz Schröder GmbH & Co. KG against the judgment of the General Court (Third Chamber) delivered on 2 June 2021 in Case T-856/19, Franz Schröder v EUIPO

(Case C-475/21 P)

(2022/C 64/12)

Language of the case: English

Parties

Appellant: Franz Schröder GmbH & Co. KG (represented by: L. Pechan, N. Fangmann, Rechtsanwälte)

Other parties to the proceedings: European Union Intellectual Property Office, RDS Design ApS

By order of 8 December 2021, the Court of Justice (Chamber determining whether appeals may proceed) held that the appeal was not allowed to proceed and that Franz Schröder GmbH & Co. KG should bear its own costs.

Request for a preliminary ruling from the Sąd Rejonowy dla Warszawy-Śródmieścia w Warszawie (Poland) lodged on 24 August 2021 — A.S. v Bank M. SA

(Case C-520/21)

(2022/C 64/13)

Language of the case: Polish

Referring court

Sąd Rejonowy dla Warszawy-Śródmieścia w Warszawie

Parties to the main proceedings

Applicant: A.S.

Defendant: Bank M. SA

Question referred

Must Articles 6(1) and 7(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, ⁽¹⁾ and the principles of effectiveness, legal certainty and proportionality be interpreted as precluding a judicial interpretation of national legislation pursuant to which, where a loan agreement entered into by and between a bank and a consumer is found to have been null and void from the outset because it contains unfair terms, the parties, in addition to the reimbursement of the sums paid in the performance of that agreement (the bank — loan principal, and the consumer — monthly payments, fees, commissions and insurance premiums) and statutory interest for late payment from the date of the demand for payment, may pursue any other claims (including remuneration, compensation, reimbursement of expenses or indexation of the amounts paid) on the grounds that:

1. the person making the monetary consideration was temporarily deprived of the use of his or her money, so that he or she has lost the opportunity to invest it and thus to make a profit;
2. the person making the monetary consideration incurred the costs of servicing the loan agreement and of transferring the money to the other party;
3. the recipient of the monetary consideration had the benefit of being able to temporarily use someone else's money, including being able to invest it and thus to make a profit;
4. the recipient of the monetary consideration was temporarily able to use someone else's money free of charge, which would have been impossible under market conditions;

5. the purchasing power of the money has decreased with time, which translates to a loss in real terms for the person making the monetary consideration;
6. the temporary provision of money may be treated as rendering a service for which the person making the monetary consideration has not received remuneration?

(¹) OJ 1993 L 95, p. 29.

Appeal brought on 24 August 2021 by Innovative Cosmetic Concepts LLC against the judgment of the General Court (Third Chamber) delivered on 16 June 2021 in Case T-196/20, Chanel v EUIPO — Innovative Cosmetic Concepts (INCOCO)

(Case C-523/21 P)

(2022/C 64/14)

Language of the case: French

Parties

Appellant: Innovative Cosmetic Concepts LLC (represented by: J. Oria Sousa-Montes, P. Revuelta Martos and I. Temiño Cenicerros, avocats)

Other parties to the proceedings: European Union Intellectual Property Office (EUIPO), Chanel

By order of 16 December 2021, the Court of Justice (Chamber determining whether appeals may proceed) ruled that the appeal should not be allowed to proceed.

Appeal brought on 25 August 2021 by PL against the judgment of the General Court (Seventh Chamber) delivered on 16 June 2021 in Case T-586/19, PL v Commission

(Case C-537/21 P)

(2022/C 64/15)

Language of the case: French

Parties

Appellant: PL (represented by: N. de Montigny, avocate)

Other party to the proceedings: European Commission

Form of order sought

The appellant claims that the Court should:

- allow the appeal and set aside the judgment under appeal
- refer the case back to the General Court
- order the defendant to the appeal to pay the costs incurred by the appellant in these proceedings and at first instance

Pleas in law and main arguments

By his appeal, the appellant submits, in essence, the following grounds of appeal and arguments:

1. The rejection of the first part of the first plea in law in the action for annulment:

The word ‘whistleblower’, used by the General Court, does not appear in the Staff Regulations and implies a negative and biased assessment.

In regarding it as essential that a connection is established between the contested appraisal procedure and the allegations made by the appellant before OLAF, the General Court erred in law and contradicted the guidance provided in Case T-689/16.