

The General Court failed to have regard to the content of the documents before the Court and the scope of the protection attached to the status of informant and unlawfully reversed the burden of obligations and of proof.

The General Court also erred in law and ruled *ultra petita* by finding that the appellant had not requested the Secretary-General to take on the role of appeal assessor or requested the Reports Committee to meet.

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

The General Court unlawfully held admissible and reliable Annex D.7 submitted by the Commission.

The General Court erred in law and ruled *ultra petita* by criticising the appellant for not having challenged the appointment of F as assessor during the appraisal procedure. It also misconstrued the wording of Article 3(3) of the GIP.

The General Court held, contrary to the evidence contained in the court file, that the conflict was only an alleged conflict even though it was not disputed that there was a conflict.

The General Court also wrongly held that the appellant had not demonstrated that, without the alleged defect, the assessment would have been different.

3. The rejection of the second part of the second plea in the action for annulment:

The General Court failed to address the question of the admissibility and reliability of Annex D.7 whereas it relied on that document.

The General Court failed to have regard to the protection attached to the status of informant and failed to ascertain whether there was subjective partiality vitiating the appraisal procedure.

The General Court prejudged the potential outcome of a judgment ordering annulment and ruled *ultra petita*. It also infringed the principle of *audi alteram partem*.

The General Court also wrongly applied the GIP concerning appraisal.

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

By holding that the report was based on specific, reliable and verified information, the General Court failed to have regard to the factual evidence and documents submitted by the parties. It also imposed an unlawful condition of admissibility of the plea and failed to have regard to the rules applicable in the event of long-term absences. Lastly, it unlawfully failed to analyse the appellant's position on the substance of the case.

5. The rejection of the second part of the third plea in law in the action for annulment:

The General Court failed to have regard to the rules on the taking of evidence and infringed the principle of *audi alteram partem* and the rights of the defence.

**Request for a preliminary ruling from the Sąd Okręgowy Warszawa-Praga w Warszawie (Poland)
lodged on 17 September 2021 — FY v Profi Credit Polska S.A.**

(Case C-582/21)

(2022/C 64/16)

Language of the case: Polish

Referring court

Sąd Okręgowy Warszawa-Praga w Warszawie

Parties to the main proceedings

Appellant: FY

Respondent: Profi Credit Polska S.A.

Questions referred

1. Must Articles 4(3) and 19(1) TEU, having regard to the principle of equivalence which arises from the case-law of the Court of Justice of the European Union, be interpreted as meaning that a judgment of the Court of Justice of the European Union concerning the interpretation of EU law given pursuant to Article 267(1) TFEU constitutes grounds for reopening civil proceedings which ended with a final judgment, if a provision of national law, such as Article 401¹ of the Code of Civil Procedure, allows proceedings to be reopened in the event that a final judgment is given on the basis of a provision which has been held by a judgment of the Trybunał Konstytucyjny (Constitutional Court, Poland) to be incompatible with a higher-ranking law?
2. Does the principle of interpretation of national law in conformity with EU law arising from Article 4(3) TEU and from the case-law of the Court of Justice of the European Union require a broad interpretation of a provision of national law, such as Article 2(2) of the Code of Civil Procedure, so as to include in the grounds for reopening proceedings set out therein a final default judgment in which the court, infringing the obligations arising from the judgment of the Court of Justice in *Profi Credit* (C-176/17), omitted to examine a contract between a consumer and a lender in terms of unfair contractual terms and limited itself to examining only the formal validity of the promissory note?

Appeal brought on 23 September 2021 by Abitron Germany GmbH against the judgment of the General Court (Third Chamber) delivered on 14 July 2021 in Case T-75/20, Abitron Germany GmbH v European Union Intellectual Property Office

(Case C-589/21 P)

(2022/C 64/17)

Language of the case: German

Parties

Appellant: Abitron Germany GmbH (represented by: T. Dolde, C. Zimmer, Rechtsanwälte)

Other parties to the proceedings: European Union Intellectual Property Office, Hetric International, Inc.

By order of 13 December 2021, the Court of Justice of the European Union (Chamber determining whether appeals may proceed) did not allow the appeal to proceed and ordered the appellant to bear its own costs.

Appeal brought on 1 October 2021 by Cora against the order of the General Court (Sixth Chamber) delivered on 20 July 2021 in Case T-500/19, Coravin v EUIPO — Cora (CORAVIN)

(Case C-619/21 P)

(2022/C 64/18)

Language of the case: French

Parties

Appellant: Cora (represented by: M. Georges-Picot, avocate)

Other parties to the proceedings: Coravin, Inc. and European Union Intellectual Property Office (EUIPO)

By order of 13 December 2021, the Court of Justice (Chamber determining whether appeals may proceed) ruled that the appeal should not be allowed to proceed.
