

V

(Announcements)

COURT PROCEEDINGS

COURT OF JUSTICE

Appeal brought on 6 January 2022 by QC against the order of the General Court (First Chamber) delivered on 11 November 2021 in Case T-77/21, QC v Commission

(Case C-14/22 P)

(2022/C 311/02)

Language of the case: French

Parties

Appellant: QC (represented by: F. Moyses, avocat)

Other party to the proceedings: European Commission

By order of 30 June 2022, the Court (Ninth Chamber) dismissed the appeal as manifestly unfounded and ordered the appellant to bear his own costs.

Appeal brought on 24 February 2022 by HG against the judgment of the General Court (Fourth Chamber) delivered on 15 December 2021 in Case T-693/16 P RENV-RX, HG v Commission

(Case C-150/22 P)

(2022/C 311/03)

Language of the case: French

Parties

Appellant: HG (represented by: L. Levi, avocate)

Other party to the proceedings: European Commission

By order of 30 June 2022, the Court (Tenth Chamber) dismissed the appeal for manifest lack of jurisdiction of the Court and ordered the appellant to bear his own costs.

Appeal brought on 11 April 2022 by Calrose Rice against the order of the General Court (Tenth Chamber) delivered on 11 February 2022 in Case T-459/21, Calrose Rice v EUIPO — Ricegrowers (Sunwhite)

(Case C-253/22 P)

(2022/C 311/04)

Language of the case: English

Parties

Appellant: Calrose Rice (represented by: H. Raychev, адвокат)

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

By order of 6 July 2022, the Court of Justice (Chamber determining whether appeals may proceed) held that the appeal was not allowed to proceed and that Calrose Rice should bear its own costs.

**Request for a preliminary ruling from the Lietuvos Aukščiausiasis Teismas lodged on 4 May 2022 —
M. D. v ‘Tez Tour’ UAB**

(Case C-299/22)

(2022/C 311/05)

Language of the case: Lithuanian

Referring court

Lietuvos Aukščiausiasis Teismas

Parties to the main proceedings

Applicant: M. D.

Defendant: ‘Tez Tour’ UAB

Third party: ‘Fridmis’ UAB

Questions referred

1. Is it necessary for there to be an official warning of the authorities of the State of departure and/or arrival to refrain from unnecessary travel and/or classification of the country of destination (and possibly also the country of departure) as belonging to a risk area in order for it to be considered that unavoidable and extraordinary circumstances have occurred at the place of destination or its immediate vicinity within the meaning of the first sentence of Article 12(2) of Directive (EU) 2015/2302? ⁽¹⁾
2. When assessing whether unavoidable and extraordinary circumstances exist at the place of destination or its immediate vicinity at the time of termination of a package travel contract and whether they significantly affect the performance of the package: (i) should account be taken only of objective circumstances, that is to say, is a significant effect on the performance of the package related only to objective impossibility and must it be interpreted as only covering cases where the performance of the contract becomes both physically and legally impossible, or does it nevertheless also cover cases where performance of the contract is not impossible but (in this case, owing to the well-founded fear of becoming infected with COVID-19) becomes complicated and/or economically inefficient (in terms of the safety of the travellers, risk to their health and/or life, the possibility of achieving the objectives of the holiday travel); (ii) are subjective factors relevant, such as adults travelling together with children under 14 years of age, or belonging to a higher-risk group owing to the traveller’s age or state of health, and so forth? Does the traveller have the right to terminate the package travel contract if, as a result of the pandemic and related circumstances, in the opinion of the average traveller, travel to and from the destination becomes unsafe, gives rise to inconvenience to the traveller or causes him or her to have a well-founded fear of a risk to health or of infection with a dangerous virus?
3. Does the fact that the circumstances on which the traveller relies had already arisen or were at least already presupposed/likely when the trip was booked affect in some way the right to terminate the contract without paying a termination fee (for example by that right being denied, by stricter criteria being applied for assessing the negative effect on the performance of the package, and so forth)? When applying the criterion of reasonable foreseeability in the context of the pandemic, should account be taken of the fact that, although the WHO had already published information on the spread of the virus at the moment when the package travel contract was concluded, nevertheless the course and consequences of the pandemic were difficult to predict, there were no clear measures for managing and controlling the infection or sufficient data on the infection itself, and the increasing development of infections from the time of booking the trip until its termination was evident?