

European countries, given that the procedure in question is specifically intended to counter the phenomenon of precarious employment in Italy? If the Court of Justice does not hold the Italian legislation to be contrary, in abstract terms, to the European regulatory framework, can the measures envisaged by that legislation be regarded as proportionate, in concrete terms, in view of the abovementioned public-interest objective?

(¹) Regulation (EU) No 492/2011 of the European Parliament and of the Council of 5 April 2011 on freedom of movement for workers within the Union (OJ 2011 L 141, p. 1).

**Request for a preliminary ruling from the Rechtbank Den Haag, zittingsplaats's-Hertogenbosch
(Netherlands) lodged on 15 June 2022 — X v Staatssecretaris van Justitie en Veiligheid**

(Case C-392/22)

(2022/C 359/35)

Language of the case: Dutch

Referring court

Rechtbank Den Haag, zittingsplaats's-Hertogenbosch

Parties to the main proceedings

Applicant: X

Defendant: Staatssecretaris van Justitie en Veiligheid

Questions referred

1. Should the Dublin Regulation, (¹) in view of recitals 3, 32 and 39 thereof, and read in conjunction with Articles 1, 4, 18, 19 and 47 of the Charter of Fundamental Rights of the European Union, be interpreted and applied in such a way that the principle of inter-State trust is not divisible, so that serious and systematic infringements of EU law committed by the potentially responsible Member State, before transfer, with respect to third-country nationals who are not (yet) Dublin returnees absolutely preclude transfer to that Member State?
2. If the answer to the previous question is in the negative, should Article 3(2) of the Dublin Regulation, read in conjunction with Articles 1, 4, 18, 19 and 47 of the Charter of Fundamental Rights of the European Union, be interpreted as meaning that, if the Member State potentially responsible infringes EU law in a serious and systematic way, the transferring Member State cannot, within the framework of the Dublin Regulation, rely blindly on the principle of inter-State trust but must eliminate all doubts or must demonstrate that, after the transfer, the applicant will not be placed in a situation which is contrary to Article 4 of the Charter of Fundamental Rights of the European Union?
3. What evidence can the applicant use in support of his arguments that Article 3(2) of the Dublin Regulation precludes his transfer, and what standard of proof should be applied? In the light of the references to the Union *acquis* in the recitals of the Dublin Regulation, does the transferring Member State have a duty of cooperation or verification, or, in the event of serious and systematic infringements of fundamental rights with respect to third-country nationals, is it necessary to obtain individual guarantees from the Member State responsible that the applicant's fundamental rights will (indeed) be respected after the transfer? Is the answer to this question different if the applicant lacks evidence in so far as he is unable to support his consistent and detailed statements with documents, when he cannot be expected to do so, given the nature of the statements?

4. Is the answer to the foregoing questions under III different if the applicant demonstrates that complaining to the authorities and/or recourse to legal remedies in the responsible Member State will not be possible and/or effective?

(¹) Regulation (EU) No 604/2013 of the European Parliament and of the Council of 26 June 2013 establishing the criteria and mechanisms for determining the Member State responsible for examining an application for international protection lodged in one of the Member States by a third-country national or a stateless person (OJ 2013 L 180, p. 31.).

Request for a preliminary ruling from the Nejvyšší soud České republiky (Czech Republic) lodged on 15 June 2022 — EXTÉRIA, s. r. o. v Správíme, s. r. o.

(Case C-393/22)

(2022/C 359/36)

Language of the case: Czech

Referring court

Nejvyšší soud České republiky

Parties to the main proceedings

Applicant: EXTÉRIA, s. r. o.

Defendant: Správíme, s. r. o.

Question referred

Must Article 7(1)(b) of Regulation (EU) No 1215/2012 (¹) of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters be interpreted as meaning that the concept ‘contract for the provision of services’ also includes a contract to enter into a future contract (pactum de contrahendo), in which the parties undertook to enter into a future contract that would be a contract for the provision of services, within the meaning of that provision?

(¹) OJ 2012 L 351, p. 1.

Request for a preliminary ruling from the Hof van beroep te Antwerpen (Belgium) lodged on 15 June 2022 — Oilchart International NV v O.W. Bunker (Netherlands) BV, ING Bank NV

(Case C-394/22)

(2022/C 359/37)

Language of the case: Dutch

Referring court

Hof van beroep te Antwerpen

Parties to the main proceedings

Applicant: Oilchart International NV

Defendants: O.W. Bunker (Netherlands) BV, ING Bank NV