

2. In the event that the Court of Justice answers the first question in the negative:

Must Article 4(3), in conjunction with Article 2(j), of Regulation No 261/2004 be interpreted as meaning that denied boarding against the will of the passenger may also be expressed by the contractual air carrier — which has concluded a code-share agreement with the operating air carrier in relation to the flight — to the passenger with effect to the detriment of the operating air carrier?

- (<sup>1</sup>) Regulation of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ 2004 L 46, p. 1).

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**Request for a preliminary ruling from the Verwaltungsgericht Köln (Germany) lodged on 2 September 2022 — Die Länderbahn GmbH DLB and Others v Federal Republic of Germany**

(Case C-582/22)

(2022/C 441/23)

Language of the case: German

**Referring court**

Verwaltungsgericht Köln

**Parties to the main proceedings**

*Applicants:* Die Länderbahn GmbH DLB, Prignitzer Eisenbahn GmbH, Ostdeutsche Eisenbahn, Ostseeland Verkehrs GmbH

*Defendant:* Federal Republic of Germany

*Party to the proceedings:* DB Netz AG

**Questions referred**

1. Must Article 56(1), (6) and (9) of Directive 2012/34/EU (<sup>1</sup>) be interpreted as meaning that a charging scheme is capable of forming the subject matter of a complaint even where the period during which the charge to be reviewed was applicable has already expired (complaint against an ‘old charge’)?
2. If Question 1 is answered in the affirmative, must Article 56(1), (6) and (9) of Directive 2012/34/EU be interpreted as meaning that, in the case of an *ex-post* review of old charges, the regulatory body may declare them to be invalid with *ex-tunc* effect?
3. If Questions 1 and 2 are answered in the affirmative, does the interpretation of Article 56(1), (6) and (9) of Directive 2012/34/EU permit national legislation which excludes the possibility of an *ex-post* review of old charges with *ex-tunc* effect?
4. If Questions 1 and 2 are answered in the affirmative, must Article 56(9) of Directive 2012/34/EU be interpreted as meaning that, with regard to legal consequences, the competent regulatory body’s remedial action which is provided for in that provision also includes, in principle, the possibility to order the infrastructure manager to reimburse charges which had been levied unlawfully, even though claims for reimbursement between the railway undertakings and the infrastructure manager can be enforced by way of civil proceedings?

5. If Questions 1 and 2 are answered in the negative, does a right to complain against old charges arise in any event from the first paragraph of Article 47 of the Charter of Fundamental Rights of the European Union and the second subparagraph of Article 19(1) of the Treaty on European Union (TEU) in so far as, where the regulatory body has not decided on the complaint, reimbursement of unlawful old charges under the rules of national civil law is precluded in accordance with the case-law of the Court in Case C-489/15<sup>(2)</sup> (judgment of 9 November 2017)?

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<sup>(1)</sup> Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (recast) (OJ 2012 L 343, p. 32).

<sup>(2)</sup> EU:C:2017:834, *CTL Logistics*.

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**Request for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 5 September 2022 — QM v Kiwi Tours GmbH**

**(Case C-584/22)**

(2022/C 441/24)

*Language of the case: German*

**Referring court**

Bundesgerichtshof

**Parties to the main proceedings**

*Applicant and appellant on a point of law: QM*

*Defendant and respondent in the appeal on a point of law: Kiwi Tours GmbH*

**Questions referred**

Is Article 12(2) of Directive (EU) 2015/2302<sup>(1)</sup> to be interpreted

1. as meaning that the assessment of the justification of the termination must be based solely on such unavoidable and extraordinary circumstances as have already occurred at the time of termination,
2. or as meaning that it is also necessary to take into account unavoidable and extraordinary circumstances that actually occur after the termination but before the planned start of the journey?

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<sup>(1)</sup> Directive of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ 2015 L 326, p. 1).

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**Appeal brought on 16 September 2022 by Carles Puigdemont i Casamajó and Antoni Comín i Oliveres against the judgment of the General Court (Sixth Chamber, Extended Composition) delivered on 6 July 2022 in Case T-388/19, Puigdemont i Casamajó and Comín i Oliveres v Parlament**

**(Case C-600/22 P)**

(2022/C 441/25)

*Language of the case: English*

**Parties**

*Appellants: Carles Puigdemont i Casamajó and Antoni Comín i Oliveres (represented by: P. Bekaert, S. Bekaert, advocaten, and G. Boye, abogado)*

*Other parties to the proceedings: European Parliament, Kingdom of Spain*