

### Questions referred

1. Should Article 10(2)(f) in conjunction with Article 3(j) of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC <sup>(1)</sup> in view of the principle of EU law effectiveness and the purpose of this directive, and in the light of Article 3(1) and (2) in conjunction with Article 4(1) of Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts <sup>(2)</sup> be interpreted in such a way that they oppose the practice of including in consumer credit contracts the content of which is not the result of individual arrangements between the supplier (lender) and consumer (borrower) provisions that provide for interest not only on the amount disbursed to the consumer, but also on non-interest credit costs (that is to say, commissions or other fees that are not components of the credit amount disbursed to the consumer, and that make up the total amount to be paid by the consumer in performance of their obligation under the consumer credit contract)?
2. Should Article 10(2)(f) and (g) of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC (OJ 2008 L 133, p. 66) in view of the principle of EU law effectiveness and the purpose of this directive, and in the light of Article 5 of Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29) be interpreted in such a way that they oppose the practice of including in consumer credit contracts the content of which is not the result of individual arrangements between the supplier (lender) and consumer (borrower) provisions disclosing only the borrowing rate and total value of capitalised interest expressed in amounts that the consumer is required to pay in the performance of their obligation arising under this contract, without at the same time clearly informing the consumer that the basis for calculating the capitalised interest (expressed as an amount) is an amount other than the credit amount actually disbursed to the consumer, and in particular, that it is the sum of the credit amount disbursed to the consumer and non-interest credit costs (that is to say, commissions or other fees that are not components of the credit amount disbursed to the consumer, and that make up the total amount to be paid by the consumer in performance of their obligation under the consumer credit contract)?

<sup>(1)</sup> OJ 2008 L 133, p. 66.

<sup>(2)</sup> OJ 1993 L 95, p. 29.

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**Request for a preliminary ruling from the Upravni sud u Zagrebu (Croatia) lodged on 2 November 2022 — LM v Ministarstvo financija Republike Hrvatske, Samostalni sektor za drugostupanjski upravni postupak**

**(Case C-682/22)**

(2023/C 35/40)

*Language of the case: Croatian*

### Referring court

Upravni sud u Zagrebu

### Parties to the main proceedings

*Applicant:* LM

*Defendant:* Ministarstvo financija Republike Hrvatske, Samostalni sektor za drugostupanjski upravni postupak

### Question referred

Must Article 26(2)(c) of the Framework Agreement between the Government of the Republic of Albania and the Commission of the European Communities on the rules for cooperation concerning European Community financial assistance to the Republic of Albania in the framework of the implementation of the assistance under the instrument for pre-accession assistance, signed on 18 October 2007, be interpreted as excluding the power of a Member State, in this case the Republic of Croatia, to charge income tax on the remuneration which was paid in 2016 to one of its nationals,

employed as a long-term expert, for tasks carried out in the territory of Albania concerning a project whose beneficiaries are State institutions of the Republic of Albania and which is financed by the European Union under the 2013 instrument for pre-accession assistance (IPA)?

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**Request for a preliminary ruling from the Tribunale Amministrativo Regionale per il Lazio (Italy) lodged on 4 November 2022 — Adusbef — Associazione difesa utenti servizi bancari e finanziari and Others v Presidenza del Consiglio dei ministri and Others**

(Case C-683/22)

(2023/C 35/41)

*Language of the case: Italian*

**Referring court**

Tribunale Amministrativo Regionale per il Lazio

**Parties to the main proceedings**

*Applicants:* Adusbef — Associazione difesa utenti servizi bancari e finanziari, AIPE — Associazione Italiana Pressure Equipment, Confimi Industria Abruzzo — Associazione dell'industria manifatturiera e dell'impresa privata dell'Abruzzo

*Defendants:* Presidenza del Consiglio dei ministri, Ministero dell'Economia e delle Finanze, Ministero delle Infrastrutture e della Mobilità sostenibili, DIPE — Dipartimento programmazione e coordinamento della politica economica, Autorità di regolazione dei trasporti, Corte dei Conti, Avvocatura Generale dello Stato

**Questions referred**

1. Would it be inconsistent with [EU] law to interpret the national legislation as meaning that the awarding authority is entitled to conduct a procedure to modify an existing motorway concession, with respect to the entities concerned and the substance, or to renegotiate such a concession, without assessing and expressing a position on the obligation to launch a public procurement procedure?
2. Would it be inconsistent with [EU] law to interpret the national legislation as meaning that the awarding authority is entitled to conduct a procedure to modify an existing motorway concession, with respect to the entities concerned and the substance, or to renegotiate such a concession, without assessing the reliability of a concessionaire that is guilty of a serious failure to fulfil its obligations?
3. Where an infringement of the principle of public procurement is established and/or the unreliability of the holder of a motorway concession is established, does [EU] law impose an obligation to terminate the relationship?

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**Request for a preliminary ruling from the Tribunale di Oristano (Italy) lodged on 9 November 2022 — S.G. v Unione di Comuni Alta Marmilla**

(Case C-689/22)

(2023/C 35/42)

*Language of the case: Italian*

**Referring court**

Tribunale di Oristano

**Parties to the main proceedings**

*Applicant:* S.G.

*Defendant:* Unione di Comuni Alta Marmilla