

2. In the light of the answer to the first question, do Article 2, Article 4(3) and the second subparagraph of Article 19(1) TEU, Annex IX to the Act concerning the conditions of accession of Romania and Decision 2006/928<sup>(1)</sup> preclude national legislation which limits the competence of the National Anti-Corruption Directorate by conferring exclusive competence to investigate corruption offences (in a broad sense) committed by judges and prosecutors upon certain prosecutors appointed for that purpose (by the Prosecutor General of Romania, acting on a proposal of the plenary assembly of the Supreme Council of Judiciary) in the public prosecutor's office attached to the High Court of Cassation and Justice and, respectively, in the public prosecutor's offices attached to the Courts of Appeal, the latter also being competent for the other categories of offences committed by judges and prosecutors?

<sup>(1)</sup> Commission Decision of 13 December 2006 establishing a mechanism for cooperation and verification of progress in Romania to address specific benchmarks in the areas of judicial reform and the fight against corruption (OJ 2006 L 354, p. 56).

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**Request for a preliminary ruling from the Administrativen sad Haskovo (Bulgaria) lodged on  
7 February 2023 — ‘Ekostroy’ EOOD v Agentsia ‘Patna infrastruktura’**

**(Case C-61/23, Ekostroy)**

(2023/C 189/14)

*Language of the case: Bulgarian*

**Referring court**

Administrativen sad Haskovo

**Parties to the main proceedings**

*Appellant:* ‘Ekostroy’ EOOD

*Respondent:* Agentsia ‘Patna infrastruktura’

**Question referred**

Must Article 9a of Directive 1999/62/EC<sup>(1)</sup> of the European Parliament and of the Council of 17 June 1999 on the charging of heavy goods vehicles for the use of certain infrastructures be interpreted as meaning that the requirement laid down in that article that penalties for infringements of the national provisions adopted pursuant to that directive must be proportionate precludes national legislation, such as that at issue in the main proceedings, which provides for the imposition of a flat-rate fine (on natural or legal persons) for infringements of the provisions relating to the obligation to ascertain and pay in advance a toll for the use of the road infrastructure, irrespective of the nature and gravity of the infringement, with the option of being exempted from liability to pay an administrative penalty through payment of a so-called ‘redress charge’?

<sup>(1)</sup> OJ 1999 L 187, p. 42.

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**Request for a preliminary ruling from the Landgericht Frankfurt am Main (Germany) lodged on  
13 February 2023 — Cobult UG v TAP Air Portugal SA**

**(Case C-76/23, Cobult)**

(2023/C 189/15)

*Language of the case: German*

**Referring court**

Landgericht Frankfurt am Main

**Parties to the main proceedings**

*Applicant:* Cobult UG

*Defendant:* TAP Air Portugal SA

**Question referred**

Must Article 7(3) of Regulation (EC) No 261/2004 <sup>(1)</sup> be interpreted as meaning that a signed agreement of the passenger on the reimbursement of the cost of the ticket with a travel voucher within the meaning of the first indent of Article 8(1)(a) of Regulation (EC) No 261/2004 exists where the passenger selects a voucher of this type on the website of the operating air carrier to the exclusion of a subsequent refund of the cost of the ticket in monetary form and receives it by email, while reimbursement of the cost of the ticket in monetary form is only possible after first contacting the operating air carrier?

<sup>(1)</sup> Regulation (EC) No 261/2004 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 Amtsgericht Steinfurt (Germany) lodged on 14 February 2023 — UE v Deutsche Lufthansa AG****(Case C-78/23, Deutsche Lufthansa)**

(2023/C 189/16)

*Language of the case: German***Referring court**

Amtsgericht Steinfurt

**Parties to the main proceedings***Applicant:* UE*Defendant:* Deutsche Lufthansa AG**Question referred**

Does a change of booking notice with the wording set out below, followed by a list of the remaining outbound and return flight segments on the booking confirmation, satisfy the substantive requirements of a 'cancellation notice' for the purposes of Article 5(1)(c) of Regulation (EC) No 261/2004 <sup>(1)</sup> of the European Parliament and of the Council of 11 February 2004?

'Change of booking

[Name of air carrier] booking code: [...]

(View/manage booking)

Dear customer,

Due to the coronavirus crisis, adjustments to our flight schedule are still necessary. These changes have also affected your itinerary.

We have tried to find the best possible connection for you and kindly ask you to check your revised booking. All remaining flights of your trip are listed and cancelled flights are not displayed.'

<sup>(1)</sup> Regulation (EC) No 261/2004 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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