

**Action brought on 23 February 2006 — Commission of the European Communities v Federal Republic of Germany**

(Case C-109/06)

(2006/C 108/08)

*Language of the case: German*

**Parties**

*Applicant:* Commission of the European Communities (represented by: W. Mölls, Agent)

*Defendant:* Federal Republic of Germany

**Form of order sought**

— A declaration that, by not adopting the laws, regulations and administrative provisions required to implement Council Directive 2003/96/EC<sup>(1)</sup> of 27 October 2003 restructuring the Community framework for the taxation of energy products and electricity, or, in any event, by not communicating these provisions to the Commission, the Federal Republic of Germany has failed to fulfil its obligations under that directive;

— An order that the Federal Republic of Germany pay the costs of the proceedings.

**Pleas in law and main arguments**

The period for implementing the Directive expired on 31 December 2003.

<sup>(1)</sup> OJ 2003 L 283, p.51.

**Reference for a preliminary ruling from the Kammergericht Berlin made on 21 February 2006 in the land registry case of Gerda Möllendorf, Christiane Möllendorf-Niehuus; joined parties: 1. Salem -Abdul Ghani El-Rafeil, 2. Dr. Kamal Rafehi, 3 Ageel A. Al-Ageel**

(Case C-117/06)

(2006/C 108/09)

*Language of the case: German*

**Referring court**

Kammergericht Berlin

**Parties to the main proceedings**

*Applicants:* Gerda Möllendorf, Christiane Möllendorf

*Joined Parties:* 1. Salem-Abdul Ghani El-Rafei, 2. Dr. Kamal Rafehi, 3. Ageel A. Al-Ageel

**Questions referred**

1. Do the provisions of Articles 2(3) and 4(1) of Council Regulation (EC) No 881/2002 of 27 May 2002<sup>(1)</sup> prohibit property from being conveyed in performance of a sale and purchase agreement to a natural person listed in Annex I to that regulation?

2. If Question 1 is to be answered in the affirmative: does Regulation (EC) No 881/2002 prohibit entry in the land register necessary for transferring ownership in the property also when the underlying sale and purchase agreement has been concluded, and the conveyance declared binding, before publication of the limitation on disposal in the *Official Journal of the European Communities*, and the contractual purchase price to be paid by the natural person listed in Annex I to the regulation, as purchaser, has already been

(a) deposited on the notarial trust account or

(b) paid to the seller?

<sup>(1)</sup> OJ L 139, p. 9.

**Appeal brought on 27 February 2006 by Fabbrica Italiana Accumulatori Motocarri Montecchio SpA (FIAMM), Fabbrica Italiana Accumulatori Motocarri Montecchio Technologies Inc (FIAMM Technologies) against the judgment delivered on 14 December 2005 in Case T-69/00 Fabbrica Italiana Accumulatori Motocarri Montecchio SpA (FIAMM), Fabbrica Italiana Accumulatori Motocarri Montecchio Technologies Inc (FIAMM Technologies) v Council of the European Union and Commission of the European Communities**

(Case C-120/06P)

(2006/C 108/10)

*Language of the case: Italian*

**Parties**

*Appellants:* Fabbrica Italiana Accumulatori Motocarri Montecchio SpA (FIAMM), Fabbrica Italiana Accumulatori Motocarri Montecchio Technologies Inc (FIAMM Technologies) (represented by: I. Van Bael, F. Di Gianni and A. Cevese, Avvocati)