Parties to the main proceedings

Applicant: Caixabank SA

Defendants: Alberto Galán Luna and Domingo Galán Luna

Questions referred

1. Under Council Directive 93/13/EEC [1] of 5 April 1993 on unfair terms in consumer contracts, and in particular Article 6(1) thereof, and in order to ensure the protection of consumers and users in accordance with the principles of equivalence and effectiveness, must a national court, when it finds there to be an unfair default-interest clause in mortgage loans, declare the clause void and not binding or, on the contrary, must it moderate the interest clause, referring the matter back to the party seeking enforcement or lender for recalculation of the interest?

2. Is the Second Transitional Provision of Law 1/2013 of 14 May 2013 nothing more than a clear limitation on the protection of consumer interests, by implicitly imposing upon the court the obligation to moderate a default-interest clause which is tainted by unfairness, recalculating the stipulated interest and maintaining in force a stipulation which was unfair, instead of declaring the clause to be void and not binding upon the consumer?

3. Does the Second Transitional Provision of Law 1/2013 of 14 May 2013 contravene Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, and in particular Article 6(1) thereof, by preventing application of the principles of equivalence and effectiveness in relation to consumer protection and avoiding application of the penalty of nullity and lack of binding force in respect of default-interest clauses tainted by unfairness and stipulated in mortgage loans entered into prior to the entry into force of Law 1/2013 of 14 May 2013?

[1] OJ 1993 L 95, p. 29.

Request for a preliminary ruling from the Hof van beroep te Antwerpen (Belgium) lodged on 10 September 2013 — Ronny Verest, Gaby Gerards v Belgische Staat

(Case C-489/13)

(2013/C 352/12)

Language of the case: Dutch

Referring court

Hof van beroep te Antwerpen

Parties to the main proceedings

Appellants: Ronny Verest, Gaby Gerards

Respondent: Belgische Staat

Question referred

Does Article 56 of the EC Treaty preclude the taxation in one Member State, on a basis other than its local cadastral income, of immovable property situated in another Member State which is not rented out, assuming in particular in that case that the local cadastral income is determined in a similar way to the Belgian cadastral income from Belgian immovable property?

Appeal brought on 13 September 2013 by Cytochroma Development, Inc. against the judgment of the General Court (Third Chamber) delivered on 3 July 2013 in Case T-106/12: Cytochroma Development, Inc. v Office for Harmonisation in the Internal Market (Trade Marks and Designs)

(Case C-490/13 P)

(2013/C 352/13)

Language of the case: English

Parties

Appellant: Cytochroma Development, Inc. (represented by: S. Malynicz, Barrister, A. Smith, Solicitor)

Other parties to the proceedings: Office for Harmonisation in the Internal Market (Trade Marks and Designs), Teva Pharmaceutical Industries, Ltd.

Form of order sought

The appellant claims that the Court should:

— annul the judgment of the General Court dated 3 July 2013 in Case T-106/12;

— order OHIM to bear its own costs and pay those of the appellant

Pleas in law and main arguments

The appellant submits that the contested judgment should be annulled on the following grounds:

— The General Court infringed Article 65(6) of the Community Trade Mark Regulation [1] and Article 1 (d) (1) of Regulation 216/96 [2] regarding the measures taken by OHIM to comply with the judgment of the General Court;