

**Order of the Court (Seventh Chamber) of 7 December 2017 — Ireland v Aughinish Alumina Ltd,
European Commission**

(Case C-369/16 P) ⁽¹⁾

**(Appeal — State aid — Article 181 of the Rules of Procedure of the Court of Justice — Exemption from
excise duty on mineral oils used as fuel for alumina production — Existing or new aid — Regulation (EC)
No 659/1999 — Article 1(b)(i) and (iv), and (d) — Limitation — Article 15 — Principle of legal
certainty — Principle of the protection of legitimate expectations)**

(2018/C 063/03)

Language of the case: English

Parties

Appellant: Ireland (represented by: E. Creedon, L. Williams and A. Joyce, acting as Agents, and by P. McGarry, Senior Counsel)

Intervener in support of the appellant: French Republic (represented by: R. Coesme and D. Colas, acting as Agents)

Other parties to the proceedings: Aughinish Alumina Ltd (represented by: C. Little and C. Waterson, Solicitors), European Commission (represented by: V. Bottka and N. Khan, acting as Agents)

Operative part of the order

The Court:

1. Dismisses the appeal.
2. Orders Ireland to pay the costs.
3. Orders the French Republic to bear its own costs.

⁽¹⁾ OJ C 371, 10.10.2016.

**Order of the Court (Seventh Chamber) of 7 December 2017 — Aughinish Alumina Ltd v Ireland,
European Commission**

(Case C-373/16 P) ⁽¹⁾

**(Appeal — State aid — Article 181 of the Rules of Procedure of the Court of Justice — Exemption from
excise duty on mineral oils used as fuel for alumina production — Existing or new aid — Regulation (EC)
No 659/1999 — Article 1(b)(i) — Principle of the protection of legitimate expectations — Duty to state
reasons)**

(2018/C 063/04)

Language of the case: English

Parties

Appellant: Aughinish Alumina Ltd (represented by: C. Little and C. Waterson, Solicitors)

Intervener in support of the appellant: French Republic (represented by: R. Coesme and D. Colas, acting as Agents)

Other parties to the proceedings: Ireland, European Commission (represented by: V. Bottka and N. Khan, acting as Agents)

Operative part of the order

The Court:

1. Dismisses the appeal.
2. Orders Aughinish Alumina Ltd to pay the costs.
3. Orders the French Republic to bear its own costs.

⁽¹⁾ OJ C 305, 22.8.2016.

Order of the Court of Justice (Eighth Chamber) of 7 December 2017 (request for a preliminary ruling from the Vredegerecht te Antwerpen — Belgium) — Woonhaven Antwerpen v Khalid Berkani, Asmae Hajji

(Case C-446/17) ⁽¹⁾

(Reference for a preliminary ruling — Article 99 of the Rules of Procedure of the Court of Justice — Unfair terms — Rental contract concluded between a recognised social housing association and a tenant — Model rental contract made binding by an act of national legislation — Directive 93/13/EEC — Article 1(2) — Inapplicability of that directive)

(2018/C 063/05)

Language of the case: Dutch

Referring court

Vredegerecht te Antwerpen

Parties to the main proceedings

Applicant: Woonhaven Antwerpen

Defendants: Khalid Berkani, Asmae Hajji

Operative part of the order

Article 1(2) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as meaning that that directive is not applicable to conditions contained in the social rental contract concluded between a recognised social housing association and a tenant, which are determined by national legislation such as Article 11 of the model rental contract annexed to the *Besluit van de Vlaamse Regering tot reglementering van het sociale huurstelsel ter uitvoering van titel VII van de Vlaamse Wooncode* (Flemish Government Decree to regulate the social rental system implementing Title VII of the Flemish Housing Code), of 12 October 2007.

⁽¹⁾ OJ C 318, 25.9.2017.

Request for a preliminary ruling from the Landgericht Düsseldorf (Germany) lodged on 26 October 2017 — Eurowings GmbH v Klaus Rövekamp, Christiane Rupp

(Case C-615/17)

(2018/C 063/06)

Language of the case: German

Referring court

Landgericht Düsseldorf