

Reference for a preliminary ruling from the Supreme Court (Ireland) made on 7 October 2019 – VK v An Bord Pleanála**(Case C-739/19)**

(2019/C 413/40)

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

Supreme Court

Parties to the main proceedings*Applicants:* VK*Defendant:* An Bord Pleanála**Questions referred**

1. Is a member state precluded from exercising the option to be found in Article 5 of Directive 77/249/EEC ⁽¹⁾ of 22 March 1977, as amended, which permits a member state to impose a requirement on a lawyer who is engaged in the activity of representing a client in legal proceedings ‘to work in conjunction with a lawyer who practises before the judicial authority in question’, in all circumstances where the party whom the visiting lawyer wishes to represent in such proceedings would be entitled to self-represent?
2. If the answer to question 1 is no, by reference to what factors should a national court assess whether it is permissible to impose a requirement to ‘practice in conjunction with’?
3. In particular, would the imposition of a limited obligation to practice ‘in conjunction with’, in the manner described earlier in this order for reference, amount to a proportionate interference in the freedom of lawyers to provide services so as to be justified, having regard to the public interest involved being both the need to protect consumers of legal services and the need to secure the proper administration of justice?
4. If the answer to question 3 is yes, does that position pertain in all circumstances and, if not, what factors should a national court take into account in determining whether such a requirement can be imposed in a particular case?

⁽¹⁾ Council Directive 77/249/EEC of 22 March 1977 to facilitate the effective exercise by lawyers of freedom to provide services (OJ 1977, L 78, p. 17).

Request for a preliminary ruling from the Cour d’appel de Paris (France) lodged on 8 October 2019 — Republic of Moldova v Komstroy, a company the successor in law to the company Energoalians**(Case C-741/19)**

(2019/C 413/41)

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

Cour d’appel de Paris

Parties to the main proceedings

Appellant: Republic of Moldova

Respondent: Komstroy, a company the successor in law to the company Energoalians

Questions referred

- Must Article 1.6 of the Energy Charter Treaty be interpreted as meaning that a claim which arose from a contract for the sale of electricity and which did not involve any contribution on the part of the investor in the host State can constitute an ‘investment’ within the meaning of that article?
- Must Article 26(1) of the Energy Charter Treaty be interpreted as meaning that the acquisition, by an investor of a Contracting Party, of a claim established by an economic operator which is not from one of the States that are Parties to that Treaty constitutes an investment?
- Must Article 26(1) of the Energy Charter Treaty be interpreted as meaning that a claim held by an investor, which arose from a contract for the sale of electricity supplied at the border of the host State, can constitute an investment made in the area of another Contracting Party, in the case where the investor does not carry out any economic activity in the territory of that latter Contracting Party?

Request for a preliminary ruling from the Sofiyski rayonon sad (Bulgaria) lodged on 10 October 2019 — PH, OI v ‘Eurobank Bulgaria’ AD

(Case C-745/19)

(2019/C 413/42)

Language of the case: Bulgarian

Referring court

Sofiyski rayonon sad

Parties to the main proceedings

Applicants: PH, OI

Defendant: ‘Eurobank Bulgaria’ AD

Questions referred

1. If it is shown that a term allowing the creditor to unilaterally change the interest rate on a loan agreement concluded between a seller or supplier and a consumer is unfair, can the national court assume that the interest rate payable under the agreement is fixed (despite any provision to the contrary in the initial agreement) in the amount set as at the date the loan was granted?
 2. If the answer to the first question is in the negative, is the national court allowed to award any interest at all where there is an unfair term that fails to set the variable interest rate on the agreement in a fair manner?
 3. What effect does the fact that, in the course of repayment of the loan, the consumer has agreed to the application of a methodology for setting the interest rate that does not contain any unfair terms, have on the answer to the first two questions?
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