

Request for a preliminary ruling from the Lietuvos Aukščiausiasis Teismas (Lithuania) lodged on 2 July 2020 — ‘Sanresa’ UAB v Aplinkos apsaugos departamentas prie Aplinkos ministerijos

(Case C-295/20)

(2020/C 329/05)

Language of the case: Lithuanian

Referring court

Lietuvos Aukščiausiasis Teismas

Parties to the main proceedings

Appellant in cassation: ‘Sanresa’ UAB

Other party to the proceedings: Aplinkos apsaugos departamentas prie Aplinkos ministerijos

Questions referred

1. Are Article 18(2), point (b) of the first subparagraph and the second subparagraph of Article 56(1), point (a) of the first subparagraph of Article 58(1) and the second subparagraph of Article 58(2) of Directive 2014/24 ⁽¹⁾ and Articles 3 to 6 and other provisions of Regulation No 1013/2006 ⁽²⁾ (together or separately but without limitation thereto) to be interpreted as meaning that consent issued to an economic operator, which is necessary to ship waste from one Member State of the European Union to another, is to be classified as a requirement for performance of a service contract and not a requirement concerning the right to pursue an activity?
2. If the aforementioned consent to ship waste is to be regarded as a supplier selection criterion (suitability to pursue the professional activity), are the principles of transparency and fair competition laid down in the first and second subparagraphs of Article 18(1) of Directive 2014/24, point (a) of the first subparagraph of Article 58(1) and the second subparagraph of Article 58(2) of that directive, the free movement of persons, goods and services enshrined in Article 26(2) of the Treaty on the Functioning of the European Union and Articles 7 to 9 of Regulation No 1013/2006 (together or separately but without limitation thereto) to be interpreted and applied in such a way that conditions for the public procurement of waste management services, especially concerning closing dates for the submission of tenders, must create for domestic or foreign suppliers seeking to transport waste across the borders of the Member States of the European Union conditions enabling unrestricted participation in such procurement procedures, and they must inter alia be allowed to produce the aforementioned consent if it has been granted on a later date than the closing date for the submission of tenders?
3. If the aforementioned consent to ship waste, in accordance with Article 49 of and point 17 of Part C of Annex V to Directive 2014/24 and Article 70 thereof, is to be regarded as a requirement for performance of a public procurement contract, should the principles of public procurement laid down in Article 18 of that directive and the general contract award procedure laid down in Article 56 thereof be interpreted as meaning that in public procurement procedures the tender of a participant who has not produced that consent may not be rejected?
4. Are Article 18, point (b) of the first subparagraph of Article 56(1), point (a) of the first subparagraph of Article 58(1) and Article 58(2) of Directive 2014/24 to be interpreted as precluding national legislation under which contracting authorities are entitled to define in advance in public procurement documents a tender evaluation procedure under which the suppliers' right to pursue an activity (suitability to pursue the professional activity) will be verified partially or not verified at all even though the possession of that right is a prerequisite for lawful performance of the public procurement contract and contracting authorities may be aware in advance of the need for that right?

5. Are Article 18 and the first subparagraph of Article 42(1) of Directive 2014/24 and Articles 2(35), 5 and 17 of Regulation No 1013/2006 as well as other provisions of that regulation to be interpreted as meaning that, in the case of procurement of waste management services, contracting authorities may lawfully procure such services only if they clearly and precisely define in the public procurement documents the quantity and composition of the waste and other important conditions for performing the contract (for example, packaging)?

- (¹) Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, OJ 2014 L 94, p. 65.
- (²) Regulation (EC) No 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste, OJ 2006 L 190, p. 1.

Request for a preliminary ruling from the Sąd Rejonowy w Opatowie (Poland) lodged on 8 July 2020 — Ultimo Portfolio Investment (Luxembourg) S.A. v KM

(Case C-303/20)

(2020/C 329/06)

Language of the case: Polish

Referring court

Sąd Rejonowy w Opatowie

Parties to the main proceedings

Applicant: Ultimo Portfolio Investment (Luxembourg) S.A.

Defendant: KM

Question referred

Does the penalty of liability for a petty offence that is imposed in Article 138c(1) of the Polish Kodeks wykroczeń (Code of Petty Offences) for a failure to comply with the obligation to assess a consumer's creditworthiness laid down in Article 8(1) of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC (¹) constitute proper and sufficient implementation of the requirement, imposed on the Member State in Article 23 of that directive, to lay down in national law effective, proportionate and dissuasive penalties for a breach by the creditor of the obligation to assess the creditworthiness of a consumer?

(¹) OJ 2008 L 133, p. 66.

Request for a preliminary ruling from the Administratīvā apgabaltiesa (Latvia) lodged on 22 July 2020 — SIA MONO v Valsts ieņēmumu dienests

(Case C-326/20)

(2020/C 329/07)

Language of the case: Latvian

Referring court

Administratīvā apgabaltiesa

Parties to the main proceedings

Applicant at first instance and appellant on appeal: SIA MONO

Defendant and appellant on appeal: Valsts ieņēmumu dienests