

V

(Announcements)

COURT PROCEEDINGS

COURT OF JUSTICE

Appeal brought on 11 May 2020 by Gamma-A SIA against the judgment of the General Court (Fifth Chamber) delivered on 12 March 2020 in Case T-352/19, Gamma-A v EUIPO — Zivju pārstrādes uzņēmumu serviss

(Case C-199/20 P)

(2020/C 359/02)

Language of the case: English

Parties

Appellant: Gamma-A SIA (represented by: M. Liguts, advokāts)

Other party to the proceedings: European Union Intellectual Property Office

By order of 3 September 2020, the Court of Justice (Chamber determining whether appeals may proceed) decided that the appeal should not be allowed to proceed and ordered the appellant to bear its own costs.

Appeal brought on 11 May 2020 by Gamma-A SIA against the judgment of the General Court (Fifth Chamber) delivered on 12 March 2020 in Case T-353/19, Gamma-A v EUIPO — Zivju pārstrādes uzņēmumu serviss

(Case C-200/20 P)

(2020/C 359/03)

Language of the case: English

Parties

Appellant: Gamma-A SIA (represented by: M. Liguts, advokāts)

Other party to the proceedings: European Union Intellectual Property Office

By order of 3 September 2020, the Court of Justice (Chamber determining whether appeals may proceed) decided that the appeal should not be allowed to proceed and ordered the appellant to bear its own costs.

Request for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 15 July 2020 — Facebook Ireland Limited v Bundesverband der Verbraucherzentralen und Verbraucherverbände — Verbraucherzentrale Bundesverband e.V.

(Case C-319/20)

(2020/C 359/04)

Language of the case: German

Referring court

Bundesgerichtshof

Parties to the main proceedings

Appellant: Facebook Ireland Limited

Respondent: Bundesverband der Verbraucherzentralen und Verbraucherverbände — Verbraucherzentrale Bundesverband e.V.

Question referred

Do the rules in Chapter VIII, in particular in Article 80(1) and (2) and Article 84(1), of Regulation (EU) 2016/679⁽¹⁾ preclude national rules which — alongside the powers of intervention of the supervisory authorities responsible for monitoring and enforcing the Regulation and the options for legal redress for data subjects — empower, on the one hand, competitors and, on the other, associations, entities and chambers entitled under national law, to bring proceedings for breaches of Regulation (EU) 2016/679, independently of the infringement of specific rights of individual data subjects and without being mandated to do so by a data subject, against the infringer before the civil courts on the basis of the prohibition of unfair commercial practices or breach of a consumer protection law or the prohibition of the use of invalid general terms and conditions?

⁽¹⁾ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ 2016 L 119, p. 1).

Request for a preliminary ruling from the Audiencia Provincial de Barcelona (Spain) lodged on 20 July 2020 — CDT, S.A. v MIMR, HRMM

(Case C-321/20)

(2020/C 359/05)

Language of the case: Spanish

Referring court

Audiencia Provincial de Barcelona

Parties to the main proceedings

Applicants: CDT, S.A.

Defendants: MIMR, HRMM

Questions referred

1. Does a judgment [of the Court of Justice] which interprets and applies an EU directive and which holds that a national law is contrary to the directive immediately deprive the national law of effect or must that law continue to apply in relationships between private individuals until such time as it is amended by the national legislature? It is requested that the question be answered generally or in respect of the judgment [of the Court of Justice] of 14 June 2012,⁽¹⁾ and the effects of that judgment on [the original wording of] Article 83 of the General Law for the Protection of Consumers and Users (Ley General para la Defensa de los Consumidores y Usuarios).
2. Does the principle of legal certainty inherent in the European Union legal order preclude the complete deletion of the contents of a contractual term, on the grounds that that term is unfair, in cases in which, at the time when the contract was concluded and the term was stipulated, no criterion existed for defining what was unfair in relation to the subject matter of the term because no legal provision or case-law of the courts existed in that regard? If the answer is affirmative, must the effect be that only the part of the term concerned which is considered to be unfair is deleted?