

Reference for a preliminary ruling from the Latvijas Republikas Augstākās tiesas Senāta Administratīvo (Republic of Latvia) lodged on 1 September 2011 — Gunārs Pusts v Lauku atbalsta dienests

(Case C-454/11)

(2011/C 331/19)

Language of the case: Latvian

Referring court

Augstākās tiesas Senāts

Parties to the main proceedings

Applicant: Gunārs Pusts

Defendant: Lauku atbalsta dienests

Questions referred

1. Are the European Union rules governing repayment of aid to be understood to mean that payment of the aid may be considered undue in cases where, although the beneficiary of the aid continued to fulfil the undertakings, he did not comply with the established payment application procedure?
2. Is a rule under which the undertakings made by the aid beneficiary are suspended, without giving the beneficiary of the aid the opportunity to be heard and where that suspension is deduced solely from the fact that an application has not been submitted, compatible with European Union law governing repayment of aid?
3. Is a rule under which, where it is no longer possible to carry out a control *in situ* (because a year has elapsed) and where it is therefore deduced that the undertakings made by the beneficiary have been suspended, that beneficiary must repay the entire amount of the aid funds already paid during the commitment period, even if those funds have been granted and paid for several years, compatible with European Union law governing repayment of aid?

Reference for a preliminary ruling from the Landgericht Bremen (Germany) lodged on 2 September 2011 — Gothaer Allgemeine Versicherung AG, ERGO Versicherung AG, Versicherungskammer Bayern-Versicherungsanstalt des öffentlichen Rechts, Nürnberger Allgemeine Versicherungs-AG, Krones AG v Samskip GmbH

(Case C-456/11)

(2011/C 331/20)

Language of the case: German

Referring court

Landgericht Bremen

Parties to the main proceedings

Applicant: Gothaer Allgemeine Versicherung AG, ERGO Versicherung AG, Versicherungskammer Bayern-Versicherungsanstalt des öffentlichen Rechts, Nürnberger Allgemeine Versicherungs-AG, Krones AG

Defendant: Samskip GmbH

Questions referred

1. Are Articles 32 and 33 of Brussels I⁽¹⁾ to be interpreted as meaning that the term 'judgment' also covers in principle those judgments which are restricted to the finding that the procedural requirements for admissibility are not satisfied (so-called 'procedural judgments')?
2. Are Articles 32 and 33 of Brussels I to be interpreted as meaning that the term 'judgment' also covers a final judgment by which a court is found to have no international jurisdiction by virtue of an agreement conferring jurisdiction?
3. In the light of the case-law of the Court of Justice on the principle of further effects (Case C-145/86 *Hoffmann v Krieg* [1988] ECR 645), are Articles 32 and 33 of Brussels I to be interpreted to the effect that each Member State is required to recognise the judgments of a court or tribunal of another Member State on the effectiveness of an agreement conferring jurisdiction between the parties, where the finding as to the effectiveness of the agreement conferring jurisdiction has become final under the national law of the first court, even where that decision forms part of a judgment on a procedural matter dismissing the action?

⁽¹⁾ Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ 2001 L 12, p. 1).

Reference for a preliminary ruling from the Tribunalul Dâmbovița — Secția civilă (Romania) lodged on 5 September 2011 — Victor Cozman v Teatrul Municipal Târgoviște

(Case C-462/11)

(2011/C 331/21)

Language of the case: Romanian

Referring court

Tribunalul Dâmbovița

Parties to the main proceedings

Applicant: Victor Cozman

Defendant: Teatrul Municipal Târgoviște