

Other parties to the proceedings: Systran SA, Systran Luxembourg SA (represented by: J.-P. Spitzer and E. De Boissieu, avocats)

Re:

Appeal against the judgment of the General Court (Third Chamber) of 16 December 2010 in Case T-19/07 Systran and Systran Luxembourg v Commission, concerning an action for damages in respect of the damage allegedly suffered by the applicants at first instance as a result of unlawful conduct which occurred following a Commission invitation to tender concerning the maintenance and linguistic strengthening of its system of automatic translation — Erroneous assessment and contradictions concerning the non-contractual nature of the dispute — Infringement of the rights of the defence — Disregard of the rules concerning the taking of evidence — Manifest error of assessment regarding the sufficiently serious nature of the breach constituted by the Commission's supposed fault — Failure to state reasons

Operative part of the judgment

The Court:

1. Annuls the judgment of the General Court of the European Union of 16 December 2010 in Case T-19/07 Systran and Systran Luxembourg v Commission;
2. Dismisses the action of Systran SA and Systran Luxembourg SA in Case T-19/07;
3. Orders Systran SA and Systran Luxembourg SA to pay the costs incurred by the European Commission before the Court of Justice of the European Union and the General Court of the European Union.

⁽¹⁾ OJ C 145, 14.5.2011.

Judgment of the Court (Grand Chamber) of 16 April 2013 (request for a preliminary ruling from the Arbeidsrechtbank te Antwerpen — Belgium) — Anton Las v PSA Antwerp NV

(Case C-202/11) ⁽¹⁾

(Freedom of movement for workers — Article 45 TFEU — Company established in the Dutch-speaking region of the Kingdom of Belgium — Obligation to draft employment contracts in Dutch — Cross-border employment contract — Restriction — Disproportionate)

(2013/C 164/04)

Language of the case: Dutch

Referring court

Arbeidsrechtbank te Antwerpen

Parties to the main proceedings

Applicant: Anton Las

Defendant: PSA Antwerp NV

Re:

Request for a preliminary ruling — Arbeidsrechtbank te Antwerpen — Interpretation of Art. 39 EC (now Art. 45 TFEU) — Belgian regional legislation imposing an obligation on an undertaking established in the Dutch language region to draft, on pain of nullity, all documents relating to an employment relationship with an international character in Dutch

Operative part of the judgment

Article 45 TFEU must be interpreted as precluding legislation of a federated entity of a Member State, such as that in issue in the main proceedings, which requires all employers whose established place of business is located in that entity's territory to draft cross-border employment contracts exclusively in the official language of that federated entity, failing which the contracts are to be declared null and void by the national courts of their own motion.

⁽¹⁾ OJ C 219, 23.7.2011.

Judgment of the Court (Grand Chamber) of 16 April 2013 — Kingdom of Spain and Italian Republic v Council of the European Union

(Joined Cases C-274/11 and C-295/11) ⁽¹⁾

(Unitary patent — Decision authorising enhanced cooperation under Article 329(1) TFEU — Actions for annulment on grounds of lack of competence, misuse of powers and infringement of the Treaties — Conditions laid down in Article 20 TEU and in Articles 326 TFEU and 327 TFEU — Non-exclusive competence — Decision adopted 'as a last resort' — Preserving the interests of the Union)

(2013/C 164/05)

Language of the case: Spanish and Italian

Parties

Applicants: Kingdom of Spain (represented by: N. Díaz Abad, Agent), Italian Republic (represented by: G. Palmieri, Agent, assisted by S. Fiorentino, avvocato dello Stato)

Intervener in support of Kingdom of Spain: Italian Republic (represented by: G. Palmieri, Agent, assisted by S. Fiorentino, avvocato dello Stato)

Intervener in support of Italian Republic: Kingdom of Spain (represented by: N. Díaz Abad, Agent)