

2. dismisses the appeal as to the remainder;
3. refers the case back to the General Court of the European Union;
4. reserves the costs.

⁽¹⁾ OJ C 184, 16.06.2014.

Judgment of the Court (Ninth Chamber) of 23 April 2015 — European Commission v Hellenic Republic

(Case C-149/14) ⁽¹⁾

(Failure of a Member State to fulfil obligations — Directive 91/676/EEC — Protection of waters against pollution caused by nitrates from agricultural sources — Designation of waters and vulnerable zones — Excessive concentration of nitrates — Eutrophication — Obligation of four-yearly revision — Insufficiency — Establishment of action programmes — None)

(2015/C 205/16)

Language of the case: Greek

Parties

Applicant: European Commission (represented by: M. Patakia and E. Manhaeve, acting as Agents)

Defendant: Hellenic Republic (represented by: E. Skandalou, acting as Agent)

Operative part of the judgment

The Court:

- declares that, by having failed to designate as vulnerable zones the zones characterised by the presence of bodies of surface water or groundwater which are affected by concentrations of nitrates above 50 milligrammes per litre and/or by the phenomenon of eutrophication, and by not having established the action programmes related to those zones within one year after that designation, the Hellenic Republic has failed to fulfil its obligations under Articles 3(4) and 5(1) of Council Directive 91/676/EEC of 12 December 1991 concerning the protection of waters against pollution caused by nitrates from agricultural sources;
- orders the Hellenic Republic to pay the costs.

⁽¹⁾ OJ C 184, 16.06.2014.

Judgment of the Court (Eighth Chamber) of 23 April 2015 — LG Display Co. Ltd, LG Display Taiwan Co. Ltd v European Commission

(Case C-227/14 P) ⁽¹⁾

(Appeal — Competition — Agreements, decisions and concerted practices — Article 101 TFEU and Article 53 of the EEA Agreement — Worldwide market for liquid crystal display (LCD) panels — Price-fixing — Fines — Guidelines on the method of setting fines (2006) — Point 13 — Determination of value of sales — Joint venture — Taking sales to parent companies into account — Notice on immunity from fines and reduction of fines in cartel cases (2002) — Point 23(b), final paragraph — Partial immunity from fines — Evidence of facts previously unknown to the Commission)

(2015/C 205/17)

Language of the case: English

Parties

Appellants: LG Display Co. Ltd, LG Display Taiwan Co. Ltd (represented by: A. Winckler and F.-C. Lapr v te, avocats)

Other party to the proceedings: European Commission (represented by: F. Ronkes Agerbeek and P. Van Nuffel, acting as Agents)

Operative part of the judgment

The Court:

1. *Dismisses the appeal;*
2. *Orders LG Display Co. Ltd and LG Display Taiwan Co. Ltd to pay the costs.*

⁽¹⁾ OJ C 303, 8.9.2014.

Request for a preliminary ruling from the Oberster Gerichtshof (Austria) lodged on 12 March 2015 — Verein für Konsumenteninformation v INKO, Inkasso GmbH

(Case C-127/15)

(2015/C 205/18)

Language of the case: German

Referring court

Oberster Gerichtshof

Parties to the main proceedings

Appellant: Verein für Konsumenteninformation

Respondent: INKO, Inkasso GmbH

Questions referred

1. Is a debt collection agency that offers instalment agreements in connection with the professional recovery of debts on behalf of its client and that charges fees for this service that are ultimately to be borne by the debtors operating as a 'credit intermediary' within the meaning of Article 3(f) 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⁾?
2. If Question 1 is answered in the affirmative:

Is an instalment agreement entered into between a debtor and his creditor through the intermediation of a debt collection agency a 'deferred payment, free of charge' within the meaning of Article 2(2)(j) of Directive 2008/48 if the debtor only undertakes therein to pay the outstanding debt and such interest and costs as he would have incurred by law in any case as a result of his default — in other words, even in the absence of such an agreement?

⁽¹⁾ OJ 2008 L 133, p. 66.

Appeal brought on 19 March 2015 by the Court of Justice of the European Union against the order of the General Court (Third Chamber) of 13 February 2015 in Case T-725/14 Aalberts Industries v European Union

(Case C-132/15 P)

(2015/C 205/19)

Language of the case: Dutch

Parties

Appellant: Court of Justice of the European Union (represented by: A. V. Placco and E. Beysen, acting as Agents)