

— by failing to take the measures necessary to enforce the prohibition on deterioration or destruction of the breeding sites of that species,

has failed to fulfil its obligations under Article 12(1)(b) and (d) of Directive 92/43;

4. Dismisses the remainder of the action;

5. Orders the European Commission and the Hellenic Republic to bear their own costs.

⁽¹⁾ OJ C 7, 12.1.2015.

Judgment of the Court (Fifth Chamber) of 16 November 2016 (request for a preliminary ruling from the Verwaltungsgerichtshof — Austria) — DHL Express (Austria) GmbH v Post-Control-Kommission, Bundesminister für Verkehr, Innovation und Technologie

(Case C-2/15) ⁽¹⁾

(Reference for a preliminary ruling — Directive 97/67/EC — Article 9 — Postal services in the European Union — Obligation to make a financial contribution to the operational costs of the postal sector's regulatory authority — Scope)

(2017/C 014/04)

Language of the case: German

Referring court

Verwaltungsgerichtshof

Parties to the main proceedings

Applicant: DHL Express (Austria) GmbH

Defendant: Post-Control-Kommission, Bundesminister für Verkehr, Innovation und Technologie

Operative part of the judgment

Article 9(2), second subparagraph, fourth indent, of Directive 97/67/EC of the European Parliament and of the Council of 15 December 1997 on common rules for the development of the internal market of Community postal services and the improvement of quality of service, as amended by Directive 2008/6/EC of the European Parliament and of the Council of 20 February 2008, must be interpreted as not precluding national legislation, such as that at issue in the main proceedings, which imposes on all postal service providers, including those which do not provide postal services falling within the scope of the universal service, the obligation to contribute to the financing of the national regulatory authorities responsible for that sector.

⁽¹⁾ OJ C 127, 20.4.2015.

Judgment of the Court (First Chamber) of 10 November 2016 — Simba Toys GmbH & Co. KG v European Union Intellectual Property Office (EUIPO), Seven Towns Ltd

(Case C-30/15 P) ⁽¹⁾

(Appeal — European Union trade mark — Three-dimensional mark in the shape of a cube with surfaces having a grid structure — Application for a declaration of invalidity — Rejection of the application for a declaration of invalidity)

(2017/C 014/05)

Language of the case: English

Parties

Appellant: Simba Toys GmbH & Co. KG (represented by: O. Ruhl, Rechtsanwalt)

Other parties to the proceedings: European Union Intellectual Property Office (EUIPO) (represented by: D. Botis and A. Folliard-Monguiral, acting as Agents), Seven Towns Ltd (represented by: K. Szamosi and M. Borbás, ügyvédek)

Operative part of the judgment

The Court:

1. Sets aside the judgment of the General Court of the European Union of 25 November 2014, *Simba Toys v OHIM — Seven Towns* (Shape of a cube with surfaces having a grid structure) (T-450/09, EU:T:2014:983);
2. Annuls the decision of the Second Board of Appeal of the European Union Intellectual Property Office (EUIPO) of 1 September 2009 (Case R 1526/2008-2) relating to cancellation proceedings between *Simba Toys GmbH & Co. KG* and *Seven Towns Ltd*;
3. Orders *Seven Towns Ltd* and the European Union Intellectual Property Office to bear their own costs and to pay the costs of *Simba Toys GmbH & Co. KG* relating both to the proceedings at first instance in Case T-450/09 and to the appeal.

⁽¹⁾ OJ C 138, 27.4.2015.

Judgment of the Court (Fourth Chamber) of 10 November 2016 (request for a preliminary ruling from the *Augstākā tiesas* — Latvia) — ‘Private Equity Insurance Group’ SIA v ‘Swedbank’ AS

(Case C-156/15) ⁽¹⁾

(Reference for a preliminary ruling — Directive 2002/47/EC — Scope — Definition of ‘financial collateral’, ‘relevant financial obligations’ and ‘provision’ of financial collateral — Whether it is possible to enforce financial collateral notwithstanding the commencement of insolvency proceeding — Current account agreement including a financial collateral clause)

(2017/C 014/06)

Language of the case: Latvian

Referring court

Augstākā tiesas

Parties to the main proceedings

Applicant: ‘Private Equity Insurance Group’ SIA

Defendant: ‘Swedbank’ AS

Operative part of the judgment

Directive 2002/47/EC of the European Parliament and of the Council of 6 June 2002 on financial collateral arrangements is to be interpreted as conferring on the taker of financial collateral, such as the collateral at issue in the main proceedings, whereby monies deposited in a bank account are pledged to the bank to cover all the account holder’s debts to the bank, the right to enforce the collateral, notwithstanding the commencement of insolvency proceedings in respect of the collateral provider, only if, first, the monies covered by the collateral were deposited in the account in question before the commencement of those proceedings or those monies were deposited on the day of commencement, the bank having proved that it was not aware, nor should have been aware, that those proceedings had commenced and, second, the account holder was prevented from disposing of those monies after they had been deposited in that account.

⁽¹⁾ OJ C 198, 15.6.2015.