Other party to the proceedings: KL

Form of order sought

By its appeal, the EIB claims that the Court should:

— declare the appeal admissible and well founded;

— set aside the judgment of the General Court in Case T-370/20;

— if the Court considers that the state of the proceedings so permits, grant the EIB the form of order sought at first instance;

— order KL to pay the entirety of the costs at both instances.

Pleas in law and main arguments

In support of its appeal, the EIB raises two grounds.

The first ground of appeal, divided into four sub-grounds, concerns the misinterpretation of the EIB's internal rules on invalidity.

In the first place, the General Court erred in law as regards the concept of invalidity as provided for in Article 46-1 of the transitional pension scheme regulations applicable to EIB staff (TPSR) and Article 11.1 of the EIB's administrative measures. By finding that the concept of invalidity within the meaning of those articles must be interpreted as referring to an EIB staff member who has been declared, by an invalidity committee established by the EIB, incapable of resuming his or her duties or equivalent duties within that body, the General Court distorted the letter and the content of the EIB's internal rules and adopted an interpretation which contradicts the purpose of the invalidity pension as a social protection measure.

In the second place, the General Court erred in law in that it excluded the competence of the invalidity committees established by the EIB to rule on the capacity of a staff member of the EIB to carry out activities outside its premises, on the general labour market.

In the third place, the General Court erred in law by interpreting Articles 46-1 of the TPSR and 11.1 of the EIB's administrative measures on the basis of reasoning by analogy with Article 78 of the Staff Regulations of Officials of the European Union.

In the fourth place, the General Court erred in law by rejecting the EIB's interpretation of Article 51-1 of the TPSR and by failing to interpret that article in conjunction with Article 46-1 of the TPSR.

The second ground of appeal, divided into two sub-grounds, is based on a dual distortion of the facts.

In the first place, the General Court erred in law by treating as legally binding documents of the Invalidity Committee which were not undersigned by all the members of that committee.

In the second place, the General Court incorrectly assessed the content of the Invalidity Committee's opinion in so far as it found that the Invalidity Committee had declared that the applicant was incapable of performing duties at the EIB when the forms signed by all the members of that committee declared that the applicant is not invalid.

Request for a preliminary ruling from the Vrchní soud v Praze (Czech Republic) lodged on 7 February 2022 — ALD Automotive s.r.o. v DY, insolvency administrator of the debtor GEDEM-STAV a.s.

(Case C-78/22)

(2022/C 213/32)

Language of the case: Czech

Referring court

Vrchní soud v Praze

Parties to the main proceedings

Applicant: ALD Automotive s.r.o.

Defendant: DY, insolvency administrator of the debtor GEDEM-STAV a.s.

Questions referred

1. On the basis of what criteria does the entitlement to obtain the fixed sum of at least EUR 40 arise pursuant to Article 6(1) of Directive 2011/7/EU [1] of the European Parliament and of the Council in the case of agreements with recurring or ongoing performance?

2. Can the claim pursuant to Article 6(1) of the Directive be refused by Member State courts on the grounds of the application of general private-law principles?

3. If the response to the second question is in the affirmative, subject to what conditions can Member State courts refuse to award the amount of the claim under Article 6(1) of the Directive?

[1] Directive 2011/7/EU of the European Parliament and of the Council of 16 February 2011 on combating late payment in commercial transactions (OJ 2011 L 48, p. 1).

Request for a preliminary ruling from the Juzgado de Primera Instancia de Cartagena (Spain) lodged on 8 February 2022 — RTG v Tuk Travel, S.L.

(Case C-83/22)

(2022/C 213/33)

Language of the case: Spanish

Referring court

Juzgado de Primera Instancia No 5 de Cartagena

Parties to the main proceedings

Applicant: RTG

Defendant: Tuk Travel, S.L.

Questions referred

1. Must Articles 169(1) and (2)(a) TFEU and 114(3) TFEU be interpreted as precluding Article 5 of Directive 2015/2302 [1] on package travel and linked travel arrangements, since that article does not include, among the compulsory precontractual information to be provided to travellers, the right, conferred on travellers by Article 12 of the directive, to terminate the contract before the start of the package and obtain a full refund of payments made in the event of unavoidable and extraordinary circumstances which significantly affect the performance of the package?

2. Do Articles 114 and 169 TFEU, and Article 15 of Directive 2015/2302, preclude the application of the principles of the delimitation of the subject matter of an action by the parties and of the correlation between the claims put forward in the action and the rulings contained in the operative part, which are laid down in Articles 216 and 218(1) LEC [Ley de Enjuiciamiento Civil (Law on Civil Procedure)], where those procedural principles are liable to impede the full protection of the applicant consumer?

[1] Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ 2015 L 326, p. 1).