

2. Are Article 49 et seq. TFEU and Article 56 et seq. TFEU, as also construed in the judgment of the Court of Justice of the European Union of 16 February 2012 in Joined Cases C-72/10 and C-77/10, to be interpreted as precluding the possibility that sufficient justification for the shorter period of validity of licences offered for tender, as compared with licences awarded in the past, can be found in the requirement for the licensing system to be reorganised through the alignment of licence expiry dates?
3. Are Article 49 et seq. TFEU and Article 56 et seq. TFEU, as also construed in the judgment of the Court of Justice of the European Union of 16 February 2012 in Joined Cases C-72/10 and C-77/10, to be interpreted as precluding the imposition of an obligation to transfer, free of charge, the use of tangible and intangible assets represented by the betting management and collection network in the event that the activity has ceased owing to the expiry of the licence or as a result of measures disqualifying the licence-holder or withdrawing the licence?

**Request for a preliminary ruling from the Corte suprema di cassazione (Italy) lodged on 25 April
2014 — Criminal proceedings against Giuseppe Proia**

(Case C-214/14)

(2014/C 292/17)

Language of the case: Italian

Referring court

Corte suprema di cassazione

Party to the main proceedings

Giuseppe Proia

Questions referred

1. Are Article 49 et seq. TFEU and Article 56 et seq. TFEU, as also construed in the judgment of the Court of Justice of the European Union of 16 February 2012 in Joined Cases C-72/10 and C-77/10, to be interpreted as precluding a call for tenders for the award of licences with a period of validity shorter than that of licences awarded in the past, where that tendering procedure has been launched in order to remedy the consequences of the unlawful exclusion of a certain number of operators from earlier tendering procedures?
2. Are Article 49 et seq. TFEU and Article 56 et seq. TFEU, as also construed in the judgment of the Court of Justice of the European Union of 16 February 2012 in Joined Cases C-72/10 and C-77/10, to be interpreted as precluding the possibility that sufficient justification for the shorter period of validity of licences offered for tender, as compared with licences awarded in the past, can be found in the requirement for the licensing system to be reorganised through the alignment of licence expiry dates?
3. Are Article 49 et seq. TFEU and Article 56 et seq. TFEU, as also construed in the judgment of the Court of Justice of the European Union of 16 February 2012 in Joined Cases C-72/10 and C-77/10, to be interpreted as precluding the imposition of an obligation to transfer, free of charge, the use of tangible and intangible assets represented by the betting management and collection network in the event that the activity has ceased owing to the expiry of the licence or as a result of measures disqualifying the licence-holder or withdrawing the licence?

**Request for a preliminary ruling from the Curtea de Apel Alba Iulia (Romania) lodged on 26 May
2014 — Eugenia Florescu and Others v Casa Judeţeană de Pensii Sibiu and Others**

(Case C-258/14)

(2014/C 292/18)

Language of the case: Romanian

Referring court

Curtea de Apel Alba Iulia

Parties

Applicants for revision: Eugenia Florescu, Ioan Poiană, Cosmina Diaconu (as Mircea Bădilă's heir), Anca Vidrighin (as Mircea Bădilă's heir), Eugenia Elena Bădilă (as Mircea Bădilă's heir)

Respondents: Casa Județeană de Pensii Sibiu, Casa Națională de Pensii și alte Drepturi de Asigurări Sociale, Ministerul Muncii, Familiei și Protecției Sociale, Statul Român prin Ministerul Finanțelor Publice, Ministerul Finanțelor Publice prin D.G.F. P. Sibiu

Questions referred for a preliminary ruling

- 1) May a memorandum such as the Memorandum of Understanding between the European Community and Romania of 23 June 2009, published in Monitorul Oficial No 455 of 1 July 2009, be regarded as an act, decision or communication having legal force within the meaning of the case-law of the Court of Justice (Case 59/75 *Flavia Manghera* [1976] and Case C-57/95 *France v Commission* [1997]) and may it be interpreted by the Court of Justice of the European Union?
- 2) If the answer is in the affirmative, is the Memorandum of Understanding between the European Community and Romania of 23 June 2009, published in Monitorul Oficial No 455 of 1 July 2009, to be interpreted as allowing the European Commission to require, for the purposes of reducing the effects of the economic crisis by reducing staff costs, the adoption of a national law which withdraws a person's right to receive a contributory pension accrued over more than 30 years, which was legally established and received before that law came into force, on the ground that the person in question receives a salary for activity, carried out on the basis of an employment contract, other than the activity in respect of which he receives the pension?
- 3) Is the Memorandum of Understanding between the European Community and Romania of 23 June 2009 to be interpreted as allowing the European Commission to require, for the purposes of reducing the effects of the economic crisis, the adoption of a national law which *completely* and *indefinitely* withdraws a person's right to receive a contributory pension accrued over more than 30 years, which was legally established and received before that law came into force, on the ground that the person in question receives a salary for activity, carried out on the basis of an employment contract, other than the activity in respect of which he receives the pension?
- 4) On a proper construction of the Memorandum as a whole, and specifically of section (d) of paragraph 5 thereof, which concerns reforming and improving the efficiency of the public administration, was it lawful for the European Commission to require, for the purposes of reducing the effects of the economic crisis, the adoption of a national law which barred retired officials of the public institutions from receiving a salary in addition to the pension?
- 5) Can Articles 17, 20, 21 and 47 of the Charter of Fundamental Rights of the European Union, Article 6 of the Treaty on European Union (TEU), Article 110 of the Treaty on the Functioning of the European Union (TFEU), the principle of legal certainty enshrined in European Union ('EU') law and the case-law of the Court of Justice of the European Union be interpreted as precluding a rule such as that set out in Article 21(2) of Law No 554/2004, which provides that, in the event of failure to observe the principle of the primacy of EU law, it is possible to revise decisions of national courts only in the context of administrative law proceedings and which does not allow decisions of national courts made in other areas (civil, criminal, commercial, and so on) to be revised in the event that such decisions are inconsistent with that principle?
- 6) Does Article 6 TEU preclude legislation of a Member State under which the payment of a professional judge's pension, established on the basis of contributions made by that judge over more than 30 years of judicial service, is to be conditional upon the termination of his employment contract to teach law at university level?

- 7) Do Article 6 TEU, Article 17(1) of the Charter of Fundamental Rights of the European Union and the case-law of the Court of Justice preclude legislation which divests a pension holder of his right to receive a pension, even though that pension has been established on the basis of contributions made over more than 30 years, where judges have made and continue to make separate pension contributions in respect of their university teaching activities?
- 8) Do Article 6 TEU, Article 2(2)(b) of Directive 2000/78 establishing a general framework for equal treatment in employment and occupation (which covers the equal treatment of persons regardless of race and ethnic origin)⁽¹⁾ and the case-law of the Court of Justice preclude the Constitutional Court of a Member State from delivering a judgment by which, in exercise of its jurisdiction to review the constitutionality of a law, it establishes that only persons appointed for a fixed term have the right to combine a pension with a salary, thereby denying that right to professional judges, who are barred from receiving their pension, established on the basis of personal contributions made over more than 30 years, because they have retained a position teaching law at university level?
- 9) Do Article 6 TEU and the case-law of the Court of Justice preclude legislation which *indefinitely* makes the payment of a judge's pension, established on the basis of contributions made over more than 30 years, conditional upon termination of university employment?
- 10) Do Article 6 TEU and the case-law of the Court of Justice preclude legislation which destroys the proper balance to be maintained between the protection of personal property, on the one hand, and general interest requirements, on the other, and which requires only one specific category of persons to lose their judicial pension by reason of the fact that they engage in university employment?

⁽¹⁾ Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation (OJ 2000 L 303, p. 16).

**Request for a preliminary ruling from the Curtea de Apel Bacău (România) lodged on 30 May 2014 —
Județul Neamț v Ministerul Dezvoltării Regionale și Administrației Publice**

(Case C-260/14)

(2014/C 292/19)

Language of the case: Romanian

Referring court

Curtea de Apel Bacău

Parties to the main proceedings

Applicant: Județul Neamț

Defendant: Ministerul Dezvoltării Regionale și Administrației Publice

Questions referred

- 1) Does the failure of a contracting authority, the beneficiary of a Structural Fund grant, to comply with rules concerning the award of a public contract of an estimated value lower than the threshold provided for by Article 7(a) of Directive [2004/18/EEC]⁽¹⁾ in connection with the award of a contract for the performance of the action covered by the grant, constitute an 'irregularity' (in Romanian: 'abatere') within the meaning of Article 1 of Regulation (EC) No 2988/1995⁽²⁾ or an 'irregularity' (in Romanian: 'neregularitate') within the meaning of Article [2](7) of Regulation (EC) No 1083/2006⁽³⁾?