

Parties to the main proceedings

Applicant: A.K.

Defendant: Skarb Państwa

Question referred

Under Article 2 of Directive 2005/14/EC of 11 May 2005 amending Council Directives 72/166/EEC, 84/5/EEC, 88/357/EEC and 90/232/EEC and Directive 2000/26/EC of the European Parliament and of the Council relating to insurance against civil liability in respect of the use of motor vehicles, ⁽¹⁾ is a Member State, which has established a transitional period within which to adapt minimum guarantees, under an obligation to increase guarantees to at least a half of the amounts provided for in Article 1(2) of Directive 84/5/EEC, as amended, within 30 months of the expiry of the time limit for implementing that directive:

- in respect of all motor insurance contracts in force after the expiry of those 30 months, including contracts concluded before 11 December 2009 but still in force after that date — in cases of damage occurring after 11 December 2009,
- or only in respect of new motor insurance contracts concluded after 11 December 2009?

⁽¹⁾ OJ 2005 L 149, p. 14.

Request for a preliminary ruling from the Tribunalul Neamț (Romania) lodged on 3 November 2020 — Ministerul Public — D.N.A. — Serviciul Teritorial Bacău v XXX and YYY

(Case C-580/20)

(2021/C 278/35)

Language of the case: Romanian

Referring court

Tribunalul Neamț

Parties to the main proceedings

Accused persons: XXX and YYY

Other party to the proceedings: Ministerul Public — D.N.A. — Serviciul Teritorial Bacău

By order of 11 May 2021, the Court (Sixth Chamber) declared that the request for a preliminary ruling from the Tribunalul Neamț (Regional Court, Neamț, Romania), made by decision of 14 October 2020, is manifestly inadmissible.

Request for a preliminary ruling from the Oberlandesgericht Stuttgart (Germany) lodged on 26 March 2021 — PayPal (Europe) Sàrl et Cie, SCA v PQ

(Case C-190/21)

(2021/C 278/36)

Language of the case: German

Referring court

Oberlandesgericht Stuttgart

Parties to the main proceedings

Appellant: PayPal (Europe) Sàrl et Cie, SCA

Respondent: PQ

Questions referred

1. Is a claim in tort, considered in isolation and given an independent meaning, to be regarded as a contractual claim pursuant to Article 7, point 1, of Regulation (EU) No 1215/2012 ⁽¹⁾ in the case where the claim in tort competes somehow with a contractual claim, but its existence does not depend upon the interpretation of the contract?
2. If Question 1 is answered in the negative: Where a payment service provider remits electronic money from a customer's account to the payment account of a gaming operator held with the same payment service provider and the involvement of the payment service provider in payments to the gaming operator might be perceived as being tortious in nature, is the place where the harmful event occurred within the meaning of Article 7, point 2, of Regulation (EU) No 1215/2012 to be found in:
 - 2.1 The place where the payment service provider has its seat, as the place of the e-money transaction?
 - 2.2 The place where a claim for reimbursement of expenses accrues to the payment service provider against the customer who instructed the payment as a result of the transaction (provided that it is lawful)?
 - 2.3 The place where the customer who instructed the payment is resident?
 - 2.4 The place where the customer's bank account, for which the payment service provider holds a direct debit mandate which allows it to top up the e-money account, is held?
 - 2.5 The place where the money remitted by the payment service provider to the player's betting account with the gaming operator is lost during gaming, that is to say, the place in which the gaming operator has its seat?
 - 2.6 The place where the customer plays the prohibited game (provided that this is also where the customer is resident)?
 - 2.7 None of these places?
 - 2.8 If Question 2.2 is answered in the affirmative and it is the place where a claim for reimbursement of expenses accrues to the payment service provider against the customer as a result of the transaction: Where does the claim for reimbursement of expenses accrue against the customer who instructed the payment? Can the place of performance of the framework contract for payment services or the place in which the debtor is resident be taken to be the place where that debt is located?

⁽¹⁾ Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ 2012 L 351, p. 1).

**Request for a preliminary ruling from the Tribunal Administratif de Dijon (France) lodged on
31 March 2021 — Mr X v Préfet de Saône-et-Loire**

(Case C-206/21)

(2021/C 278/37)

Language of the case: French

Referring court

Tribunal administratif de Dijon

Parties to the main proceedings

Applicant: Mr X

Defendant: Préfet de Saône-et-Loire