

Parties to the main proceedings

Applicant: Openbaar Ministerie

Defendant: Paweł Dworzecki

Questions referred

1. Are the following concepts, used in Article 4a(1)(a) of Framework Decision 2002/584/JHA, ⁽¹⁾

— ‘in due time ... was summoned in person and thereby informed of the scheduled date and place of the trial which resulted in the decision’

and

— ‘in due time ... by other means actually received official information of the scheduled date and place of that trial in such a manner that it was unequivocally established that he or she was aware of the scheduled trial’

autonomous concepts of EU law?

2. If so:

– a. how should those autonomous concepts generally be interpreted; and

– b. does a case such as the present, which is characterised by the facts that:

— according to the EAW [European arrest warrant], the summons was served, at the address of the requested person, on an adult resident of the household, who undertook to hand the summons over to the requested person;

— it is not clear from the EAW whether and when that resident actually handed the summons over to the requested person;

— it cannot be inferred from the statement which the requested person made at the hearing before the referring court that he was — in due time — aware of the date and place of the scheduled trial,

fall under one of those two autonomous concepts?

⁽¹⁾ Council Framework Decision of 13 June 2002 on the European arrest warrant and the surrender procedures between Member States (OJ 2002 L 190, p. 1).

**Request for a preliminary ruling from the Lietuvos Aukščiausiasis Teismas (Lithuania) lodged on
25 February 2016 — Indėlių ir investicijų draudimas**

(Case C-109/16)

(2016/C 156/40)

Language of the case: Lithuanian

Referring court

Lietuvos Aukščiausiasis Teismas

Parties to the main proceedings

Appellant in cassation: VĮ Indėlių ir investicijų draudimas

Other party to the proceedings in cassation: Alvydas Raišelis

Questions referred

1. In cases where a credit institution operates as an investment firm to which funds have been transferred for the acquisition of debt securities issued by the same credit institution, but the securities issue does not become effective and the securities are not transferred to the ownership of the person who has paid the funds, while the funds have already been debited from that person's bank account and transferred to an account opened in the name of the credit institution and are not repayable, and the national legislative intent in such a case is not clear with regard to the application of a specific protection scheme, can Article 1.1 of the Deposit Directive ⁽¹⁾ and Article 1(4) of the Investor Directive ⁽²⁾ be applied directly in order to determine the applicable coverage scheme, and is the intended use of the funds the decisive criterion for that purpose? Do those provisions of the directives display the necessary clarity, detail and unconditionality and confer rights on individuals, with the result that they may be relied on by individuals before national courts to found their claims for payment of compensation brought against the State body providing insurance cover?
2. Should Article 2(2) of the Investor Directive, which specifies the types of claims that are covered by the investor compensation scheme, be understood and interpreted as also covering claims for repayment of funds that an investment firm owes to investors and that are not held in the name of the investors?
3. If the answer to the second question is in the affirmative, does Article 2(2) of the Investor Directive, which specifies the types of claims that are covered by the compensation scheme, display the necessary clarity, detail and unconditionality and confer rights on individuals, with the result that that provision may be relied on by individuals before national courts to found their claims for payment of compensation brought against the State body providing insurance cover?
4. Should Article 1.1 of the Deposit Directive be understood and interpreted as meaning that the definition of 'deposit' under that directive also includes funds transferred from a personal account, with the person's consent, to an account opened in the name of a credit institution which is held at the same credit institution and is intended to pay for the future debt securities issue of that institution?
5. Are Articles 7(1) and 8(3) of the Deposit Directive, taken together, to be understood as meaning that a deposit insurance payment up to the amount specified in Article 7(1) must be made to every person whose claim can be established before the date on which the determination or ruling referred to in Article 1.3(i) and (ii) of the Deposit Directive has been made?

⁽¹⁾ Directive 94/19/EC of the European Parliament and of the Council of 30 May 1994 on deposit-guarantee schemes (OJ 1994 L 135, p. 5).

⁽²⁾ Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor-compensation schemes (OJ 1997 L 84, p. 22).

**Appeal brought on 29 February 2016 by the European Commission against the judgment of the
General Court (Seventh Chamber) delivered on 17 December 2015 in Joined Case T-515/13 and T-
719/13 Spain and Others v Commission**

(Case C-128/16 P)

(2016/C 156/41)

Language of the case: Spanish

Parties

Appellant: European Commission (represented by: V. Di Bucci, É. Gippini Fournier and P. Němečková, acting as Agents)

Other parties to the proceedings: the Kingdom of Spain, Lico Leasing, S.A.U. and Pequeños y Medianos Astilleros Sociedad de Reconversión, S.A.