

2. Germann Avocats LLC is ordered to bear its own costs and to pay those incurred by the European Commission.

⁽¹⁾ OJ C 320, 9.8.2021.

Order of the Court (Sixth Chamber) of 5 May 2022 (request for a preliminary ruling from the Tribunal da Relação do Porto — Portugal) — ING Luxembourg SA v VX

(Case C-346/21) ⁽¹⁾

(Reference for a preliminary ruling — Article 99 of the Rules of Procedure of the Court of Justice — Judicial cooperation in civil and commercial matters — Service of judicial and extrajudicial documents — Regulation (CE) No 1393/2007 — Article 8 — Informing the addressee, by means of the standard form in Annex II to that regulation, of his or her right to refuse to accept a judicial document which is not written in or accompanied by a translation into a language which the addressee understands or into the official language or one of the official languages of the Member State addressed — Failure to use the standard form — Consequences)

(2022/C 368/08)

Language of the case: Portuguese

Referring court

Tribunal da Relação do Porto

Parties to the main proceedings

Appellant: ING Luxembourg SA

Respondent: VX

Operative part of the order

1. Article 8(1) of Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters ('service of documents'), and repealing Council Regulation (EC) No 1348/2000, must be interpreted as requiring that the addressee of a judicial document to be served in another Member State be informed in all circumstances, by means of the standard form in Annex II to that Regulation, of his or her right to refuse to accept the document, including where it is written in or accompanied by a translation into a language which the addressee understands or into the official language or one of the official languages of the place where service is to be effected.
2. Regulation No 1393/2007 is to be interpreted as precluding national legislation which provides that the service of a judicial document in another Member State is invalid where that service has been effected without the addressee of that document having been informed, by means of the standard form set out in Annex II to that regulation, of his or her right to refuse to accept the document if it is not written in or accompanied by a translation into one of the languages referred to in Article 8(1) of that Regulation, irrespective of whether or not those national rules establish a particular period within which the addressee must lodge a plea of invalidity of service.

⁽¹⁾ OJ C 382, 20.9.2021.