

**Parties to the main proceedings**

*Applicant:* Pillar Securitisation Sàrl

*Defendant:* Hildur Arnadottir

**Question referred**

In the context of a credit agreement which, by reason of the total amount of the loan, does not come within the scope of Directive 2008/48/EC of the European Parliament and the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC, <sup>(1)</sup> can a person be regarded as a 'consumer' within the meaning of Article 15 of the Lugano Convention of 30 October 2007 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, in the absence of any national legislation applying the provisions of that directive to areas which do not come within its scope, on the ground that the contract was concluded for a purpose that can be regarded as a purpose other than that person's professional activity?

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<sup>(1)</sup> OJ 2008 L 133, p. 66.

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**Appeal brought on 3 January 2018 by the Hellenic Republic against the judgment of the General Court (Seventh Chamber) delivered on 25 October 2017 in Case T-26/16, Hellenic Republic v European Commission**

**(Case C-6/18 P)**

(2018/C 063/14)

*Language of the case: Greek*

**Parties**

*Appellant:* Hellenic Republic (represented by: G. Kanellopoulos, I. Pachi and A. Vasilopoulou)

*Other party to the proceedings:* European Commission

**Form of order sought**

The appellant claims that this appeal should be upheld, that the judgment under appeal of the General Court of the European Union of 25 October 2017 in Case T-26/16 should be set aside in so far as the General Court thereby dismissed its action, that the action brought by the Hellenic Republic on 22 January 2016 should be upheld, that the decision of the European Commission 2015/2098 of 13 November 2015 <sup>(1)</sup> should be annulled to the extent to which that decision imposed on the Hellenic Republic, following the IR/2009/004/GR and IR/2009/0017/GR investigations, one-off and flat-rate financial corrections with respect to delays in recovery procedures, non reporting and weaknesses in debt management procedures, to a total amount of EUR 11 534 827,97, and that the Commission should be ordered to pay the costs.

**Pleas in law and main arguments**

In support of its appeal, the appellant relies on two grounds of appeal.

The first ground of appeal, with reference to the part of the Decision whereby the Commission imposed a flat-rate financial correction on the Hellenic Republic, is based on a claim that the General Court misinterpreted and misapplied Articles 31 and 32-33 of Regulation No 1290/2005, <sup>(2)</sup> erred in law, with respect to the application of the guidelines in Commission Document 5330/1997 for the application of flat-rate corrections in the case of Article 32(4) of Regulation 1290/2005, infringed the principle of legal certainty, and failed to state sufficient reasons in the judgment under appeal.

The second ground of appeal, with reference to the part of the Decision whereby the Commission imposed a one-off correction, is based on a claim that the General Court in the judgment under appeal misinterpreted and misapplied Articles 32(4) and 49 of Regulation No 1290/2005, disregarded the principles of non-retroactivity and legal certainty, and stated contradictory and insufficient reasons in that judgment.

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- (<sup>1</sup>) Commission Implementing Decision (EU) 2015/2098 of 13 November 2015 excluding from European Union financing certain expenditure incurred by the Member States under the European Agricultural Guarantee Fund (EAGF) and under the European Agricultural Fund for Rural Development (EAFRD) (notified under document C(2015) 7716) (*OJ* 2015 L 303, p. 35).
- (<sup>2</sup>) Council Regulation (EC) No 1290/2005 of 21 June 2005 on the financing of the common agricultural policy (*OJ* 2005 L 209, p. 1).
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