THE INTERPRETATION OF INTERNATIONAL AGREEMENTS BY THE COURT OF JUSTICE OF THE EUROPEAN UNION

Roxana-Mariana POPESCU*

Abstract

According to a settled case-law, the Court held that the agreements, to which the Union is party, mixed or not, should be treated as legal acts adopted by EU institutions, in order to be introduced in the scope of art. 267 section a) TFEU1. In the study below, we shall present jurisprudential issues concerning the competence of the Court in Luxembourg on the interpretation of international agreements by the Court of Justice of the European Union.

Keywords: *international agreements, Court of Justice of the European Union, interpretation; competence.*

1. Introductory considerations

The interpretation of agreements to which the Union is a party, has constituted the subject of judgments ruled by the Court of Justice in Luxembourg since 1974[1]. This regards the judgment in the *Haegeman*[2] case. The Court declared that the Association Agreement with Greece "was concluded by the Council" according to the procedure established by the Treaty and that it constituted "henceforth, in respect of the Community, an act adopted by a Community institution (...) and that its provisions, since their entry into force, were part of the Community legal order". Therefore, pursuant to that judgment, the Court recognized its jurisdiction to interpret such agreements.

2. Issues concerning the interpretation by the ECJ, of the Association Agreements

In *Demirel*[3] Case, on the Community-Turkey Association Agreement, the Court recalled that an agreement concluded by the Council was an act adopted by a Community institution. The Court found that, depending on the nature of the association agreement; it "creates special and privileged links with a third State which must, at least partially, participate in the Community regime"[4]. Being an association agreement, "it is necessary (...) to [be] give(n) (...) the Community, the power to make commitments to third countries in all areas covered by the Treaty"[5]. In this way, the Court is limited, therefore, to assert its competence to interpret Union provisions of a mixed agreement. The Court's jurisdiction to interpret the whole agreement could be justified, according to the logic pursued by the jurisdiction of the Union in this area, by the fact that the agreement concluded is treated as an act of institutions and that its conclusion by the Council has power over the entire agreement[6]. "This statement could risk the emergence of a conflict of interpretation between the Court and national authorities[7]. Applying an allocation of powers of interpretation between national authorities and the Court would prove, however, to be delicate, given the difficulties to establish a link between the provisions of an agreement and national or community powers and could generate a risk of discrepancies in the application of the mixed agreement"[8].

3. *Some considerations regarding ECJ jurisdiction to interpret mixed agreements*

We believe that a more sensitive issue is the interpretation of mixed agreements to which the EU is a party[9], if we take into account the specificity of those agreements, namely the regulation of some areas that are distributed to both Member States and the Union.

---

*Associate professor, PhD, Faculty of Law, "Nicolae Titulescu" University of Bucharest (e-mail: **rmpopescu@yahoo.com**).

[1] "Court of Justice of the European Union has jurisdiction to rule, by preliminary title, on: (...) b) the validity and interpretation of acts adopted by the institutions, bodies, offices or agencies of the Union".

[1] **Augustin Fuerea,** *Dreptul Uniunii Europene. Principii, acțiuni, libertăți,* Universul Juridic Publishing House, Bucharest, 2015, p. 99.

[2] ECJ ruling, *Haegeman v. / Etat Belge*, 181/73, ECLI:EU:C:1974:41.

[3] ECJ ruling, *Demirel v. / Ville de Schwäbisch Gmünd*, 12/86, ECLI:EU:C:1987:400.

[4] Pt. 9 of the judgment.

[5] ***Idem.***

[6] **Joël Rideau**, *Droit institutionnel de l'Union et des Communautés européennes*, Edition III, L.G.D.J. 1999, p. 844.

[7] See **Elena Emilia Ştefan**, *Răspunderea juridică. Privire specială asupra răspunderii în dreptul administrativ*, Prouniversitaria Publishing House, Bucharest, 2013, pp.262-263.

[8] ***Ibid***, p. 845.

[9] See **Dumitrașcu, Augustina,** *Dreptul Uniunii Europene și specificitatea acestuia,* second edition, Universul Juridic Publishing House, Bucharest, 2015.

The Court has interpreted over time also mixed agreements without, however, expressly mentioning if this power extends to all provisions of the agreements or if it is limited to provisions that fall within the Union's jurisdiction. In this regard, we mention the judgment in the case *Conceria Daniele Bresciani v. / Amministrazione Italiana delle Finanze*[10]. In that case, the Court ruled only on those articles of Yaoundé Conventions[11] that regulated areas of exclusive Community competence. Joël Rideau's opinion must also be remembered: he believes that the mere "fact that the provisions interpreted in cases of this kind are considering areas that fall clearly within the competence of the Community, does not allow us to infer implicit recognition of an interpretation jurisdiction that extends to all provisions of mixed agreements"[12]. There is another opinion in the same direction, according to which "the jurisdiction of the Court of Justice to interpret a mixed agreement (...) must be analysed in relation to the definite provision of the agreement, the interpretation of which is required"[13].

Starting from the existing case-law on the subject and turning to the specialized literature[14], in order to determine if the Court has jurisdiction to interpret provisions of mixed agreements, four cases should be considered, namely[15]:

the interpretation of provisions within the exclusive competence of the Union;

the interpretation of provisions in areas where the Union has competence, but it is not exclusive and where the Union has legislated in the field of the provision subject to interpretation;

the interpretation of provisions in areas where the Union has competence, but it is not exclusive and where the Union has legislated in the field of the provision subject to interpretation;

the interpretation of provisions which lie outside the competence of the Union.

In the first case, it is obvious that the Luxembourg Court has jurisdiction to interpret those provisions related to areas where it has exclusive jurisdiction.

Regarding the interpretation of provisions which belong to areas where the EU does not exercise exclusive jurisdiction, but in which it has legislated (*the second case*), the Court declares itself competent, as it results from the judgment ruled in *Scieving-Nijstad*[16] case "involving the trademark, an area where the TRIPs Agreement is applicable and where the Community has already legislated, the Court has jurisdiction to interpret the article" which is object of the preliminary application and which can be found in the wording of the TRIPs Agreement[17]. The Court argues its opinion by resorting to its jurisprudence, as follows:

A. First of all, the *Hermès* judgment[18] is brought into question. The object of the judgment is the interpretation of a provision of the Agreement on Trade-related Aspects of Intellectual Property Rights (TRIPS) which is in an annex to the Agreement establishing the World Trade Organization. The latter is a mixed agreement. In this case, three Member States challenged the jurisdiction of the Court to rule in a preliminary ruling, arguing that the Court itself, by Opinion 1/94 "considered that the provisions of the TRIPS Agreement on" the means to enforce intellectual property "(. ..) would fall primarily within the jurisdiction of Member States and not within that of the Community on ground that when that opinion was delivered, the Community had not yet exercised its internal competence in that area"[19]. Therefore, the respective states were claiming, "whereas the Community has not adopted other measures of harmonization in the area concerned, that [the provision of] the TRIPs Agreement did not fall within the scope of Community law[20] and, therefore, the Court had no jurisdiction to interpret it"[21]. The Court considered that it was competent to rule as long as, at the time, the Community had already adopted a regulation on the matter. "The implementation of measures adopted at EU level is the responsibility of Member States, by using the national legal order and national procedural rules. When Member State authorities are enforcing measures adopted at EU level, they are required to comply with the provision of the TRIPS Agreement by which the national court notifies the Court of Justice in Luxembourg to claim for interpretation. To the extent where the provision may be relevant for the implementation of Union rules, the Court has jurisdiction to interpret it. The fact that

[10] ECJ ruling, *Conceria Daniele Bresciani v. / Amministrazione italiana delle finanze,* 87/75, ECLI:EU:C:1976:18

[11] It's about the Convention of Association between the European Community and the African States and Madagascar associated with the Community, signed in Yaoundé on 20 July 1963 concluded on behalf of the Council by its decision of 5 November 1963 and the Convention of Association signed at Yaoundé on 29 July 1969 concluded on behalf of the Council by its decision of 29 September 1970.

[12] **Joël Rideau**, *op. cit*., p. 844.

[13] **Morten Broberg, Niels Fenger**, *Le renvoi préjudiciel à la Court de Justice de l'Union européenne* by, édition Larcier, Brussels, 2013, p. 55.

[14] ***Ibid***, pp. 55-56.

[15] ***Idem.***

[16] ECJ ruling, *Scheving Nijstad vof etc. v. / Robert Groeneveld*, C-89/99, ECLI:EU:C:2001:438.

[17] Pt. 30 of the judgment.

[18] ECJ ruling, *Hermès International v. / FHT Marketing Choice BV*, C-53/96, ECLI:EU:C:1998:292.

[19] Pt. 23 of the judgment.

[20] For details about EU law - new legal typologies, see **Laura Spătaru-Negură,** *Old and New Legal Typologies*, in CKS (Challenges of the Knowledge Society) 2014, Bucharest, 2014, pp. 353-367. See **Elena Anghel**, *Values and valorization*, in LESIJ XXII, no. 2/2015, pp. 103-113.

[21] ***Idem.***

the case did not concern the implementation of Union rules does not change this situation"[22] because "only the national court notified of the dispute (...) has the competence to assess (...) the need for a preliminary ruling in order to be able to issue a judgment"[23]. In addition, "when a provision can be applied equally well in situations covered by national law, as well as in those pertaining to Community law, there is a clear Community interest concerning the fact that, in order to avoid future differences of interpretation, that provision gets a uniform interpretation, regardless of circumstances in which it must be applied"[24].

B. A second judgment invoked by the Court is the one ruled in *Dior*[25] Case. In that case, the Court wanted to know, among other things, whether the scope of the judgment ruled in *Hermès* case, on the Court's jurisdiction to interpret an article of TRIPs, was limited to statements relating to trademark law or might be extended to, why not, the whole Agreement. In its response, the Court reviews some of the reasons set out in *Hermès* case, recalling that it had jurisdiction to interpret a provision of TRIPS "in order to meet the needs of the judicial authorities of Member States when the latter are requested to apply national rules that order provisional measures for the protection of rights arising from the Community legislation falling within the scope of TRIPs"[26], and that "where a provision (...) can apply equally well to situations which fall under national law and to those falling under EU legislation, as is the case relating to trade mark, the Court has jurisdiction to interpret it, in order to avoid disputes that may arise in future interpretations"[27].

Therefore, the Court has jurisdiction to rule in matters covered by a non-exclusive competence, but in which the Union has already legislated.

The third situation that we have identified (the interpretation of provisions in areas where the EU has competence, but it is not exclusive and where the Union has not legislated in the area where the provision subject to interpretation applies) is "more complex". The situation differs from the previous one by the simple fact (does it?!) that the Union has not legislated. So, we are in the scope of powers which the EU exercises with Member States (the same situation as the previous one), but where it has not legislated (the difference from the previous case). In this case too, the jurisprudence is helping us to appreciate the Court's jurisdiction in the matter. We bring again to the forefront of discussion, the judgment in *Dior* case. In this case, as we have stated earlier, the Luxembourg Court was asked to interpret a provision of the TRIPs Agreement. The case concerned two preliminary references, which were joined, one of which was aimed at safeguarding an industrial model, but in that area the Union had not legislated yet at the time of facts of the main action"[28] (. The Court noted that as long as "a procedural provision, which applies equally to all situations falling within the scope and can apply equally well to situations which fall under national law and to those covered by Community law, this duty requires, both for practical and legal reasons, that courts of the Member States and the Community would adopt a uniform interpretation. Or, only the Court, acting in cooperation with jurisdictions of other Member States (...) is able to provide such a uniform interpretation.

Therefore, the Court's jurisdiction to interpret [a certain article] of TRIPs is not limited only to situations covered by the trade mark law"[29]. Thus, the Court has jurisdiction to interpret and declare provisions of mixed agreements which have as object, areas that are not within its exclusive competence and in which the Union has not legislated. But what is the difference between the Court's possibility to interpret provisions for which it has no exclusive competence, but in which it has legislated, and provisions for which it has exclusive competence, but in which it has not legislated? As long as the Court declares itself competent to interpret, whether the Union has legislated or not in an area that does not have exclusive competence, the difference between the two situations is that aspects related to "the direct effect of the international agreement shall be decided in accordance with the Union law "when the EU has legislated. „By contrast, (...) the Court cannot rule on how the provisions of the international agreement will be implemented in national law"[30] in cases where it has not legislated in that field.

Consequently, as long as the Court has failed so far to provide a clear answer on its jurisdiction to interpret provisions covered by a non-exclusive competence and in which the Union has not legislated, we agree with the view expressed in the doctrine, namely "if a provision of a mixed agreement applies both to the A field (for example, trademark law) and to the B field (e.g. patent law)

[22] **Morten Broberg, Niels Fenger**, *op. cit.*, p. 57.
[23] Pt. 31 of the judgment in *Hermès* case, *cited above*.
[24] Pt. 32 of the judgment in *Hermès* case, *cited above*.
[25] ECJ ruling, *Christian Dior Parfums SA v. / TUK Consultancy BV and Assco Gerüst GmbH and Rob van Dijk,* Joined Cases C-300/98 and C-392/98, ECLI:EU:C:2000:688.
[26] Pt. 34 of the judgment.
[27] Pt. 35 of the judgment.
[28] **Morten Broberg, Niels Fenger**, *op. cit.,* p. 58.
[29] Pts. 37-39 of the judgment.
[30] **Morten Broberg, Niels Fenger**, *op. cit.,* p. 58.

and if the Union has legislated only in A field, the Court of Justice would have jurisdiction in interpreting that provision if the reference from the national court concerns the A field. By contrast, if the national court reference concerns the B field, the European Union law will leave the national court to determine what effect the provision will have in the national legal order "[31]. In support of this interpretation of the doctrine, we find in the Court's jurisprudence, the judgment ruled in *Merck Genéricos* case[32]. In this case, it was requested a preliminary ruling on the interpretation of Article 33 of the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement), constituting Annex 1C to the Agreement establishing the World Trade Organization, signed in Marrakesh on 15 April 1994 and approved by Council Decision 94/800/EC on the conclusion, on behalf of the European Community, as regards matters within its competence, of the agreements reached in the Uruguay Round of multilateral trade negotiations (1986-1994). Merck & Co. is the holder of a Portuguese patent issued in 1981 on a pharmaceutical product named RENITEC. In 1996, Merck Genéricos, which had no connection with Merck & Co. placed on the market, at a much lower price, the same pharmaceutical product, under the name of ENALAPRIL MERCK. In these circumstances, Merck & Co. brought an action for infringement of its patent. The litigation focused mainly on the duration of protection afforded by the patent. The Portuguese law provided, when applying for the patent, protection for a period of 15 years from the date of issue, but the TRIPs Agreement, which is part of the WTO Agreement, provided in Article 33, a protection period of 20 years from the establishment date of the patent. The application filed by Merck & Co. was rejected at first instance. On appeal, the Court of Appeal in Lisbon ordered, however, the company Merck Genéricos to indemnify Merck & Co. for the damage done to patent, on the ground that, pursuant to Article 33 of the TRIPs Agreement, which has direct effect, the patent expired in 2001, not in 1996. Merck Genéricos appealed against that judgment, claiming that art. 33 of the TRIPs Agreement is without direct effect. The national Court held that "under the principles of Portuguese law governing the interpretation of international agreements, art. 33 of the TRIPs Agreement has direct effect"[33]. Recognizing the competence of the Court to interpret such agreements, the national Court acknowledged that the Union had adopted several legal acts in the field of patents, but at the same time recognized that the jurisdiction of the Court might be challenged, "whereas unlike the Community rules on trade provisions of Community law in the field of patents, that jurisdiction relates only to certain limited areas[34]. Presenting the situation in this manner, the national court wished, as we have previously mentioned, to know whether the Court in Luxembourg had jurisdiction to interpret a provision of TRIPs (mixed Agreement!) and, if so, whether "national courts must apply the above-mentioned article, in litigations pending, ex officio or upon request of a party?"[35] If the answer to the first question raised no problems, the previous case-law of the Court giving an affirmative answer, the answer regarding the second question was not found in earlier rulings. Thus, the Court noting that, so far, the Union had not exercised "Patent competences"[36] or that "internally, the exercise of that competence has not been (...) significant enough to consider that (...), this area is subject to Community law"[37], it concluded that "since Article 33 of the TRIPs Agreement falls within an area where, in the current stage of the Community law development, Member States remain principally competent, being allowed to recognize or not whether they can give direct effect to that provision"[38]. Therefore, as it results from the response given by the Court[39], the national court can directly apply provisions of a mixed agreement in the field of patents, as provided by national law.

The last situation (*the fourth*) taken into account to determine whether the Court has jurisdiction to interpret provisions in mixed agreements, relates to the interpretation of provisions which lie outside the competence of the Union. In other words, it is about the situation where a national court notifies the Court in Luxembourg with a preliminary question that has as object, the interpretation of a provision of an international agreement to which the Union is a party, but that provision does not fall within the competence of the Union. In this case, the Court settled, in its judgment *Commission v. / Ireland*[40], that it is "competent to assess compliance with the obligations arising from

---

[31] ***Ibid***., p. 59.

[32] ECJ ruling, *Merck Genéricos - Produtos Farmacêuticos Ldª v. / Merck & Co. Inc. and Merck Sharp & Dohme Ldª* , C-431/05, ECLI:EU:C:2007:496.

[33] Pt. 23 of the judgment.

[34] Pt. 27 of the judgment.

[35] Pt. 28 of the judgment.

[36] Pt. 46 of the judgment.

[37] ***Idem***.

[38] Pt. 47 of the judgment.

[39] Pt. 48 of the judgment: "in the current state of the Community Patent regulation, the Community law does not preclude art. 33 of the TRIPs Agreement to be directly applied by a national court in the conditions provided by national law".

[40] ECJ ruling, the *Commission v. / Ireland*, C-13/00, ECLI:EU:C:2002:184.

agreements when the provision in question is outside the competence of the Union, if the provisions of the mixed agreement are concerning an area that largely falls within the scope of competences of the Union and these provisions create rights and obligations in areas covered by EU law"[41]. In this case, the European Commission brought an action against Ireland, seeking a declaration under which Ireland had failed to fulfil within the prescribed period, the obligation to adhere to the Berne Convention for the Protection of Literary and Artistic Works. The obligation to adhere to this international legal instrument results from the corroboration of Article 228, paragraph (7) TEC[42] and Article 5 of Protocol 28 to the Agreement on the European Economic Area (EEA). Since this is a mixed agreement (EEA), there were states, including Ireland, which challenged the jurisdiction of the Court to rule in areas that are not subject to harmonization measures at EU level, as it was the case of intellectual property. Therefore, in their view, the Berne Convention covered classical international law, being the exclusive competence of the Member States and its application must not be subject to any control by the Court of Justice. Instead, the Court found that mixed agreements concluded by the Union and its Member States, with third countries have the same status in the legal Union order as the pure Union agreements, as regards to provisions falling within the competence of the Union. In the Court's view, the obligation to adhere to the Berne Convention, imposed by a provision contained in a mixed agreement and which relates to an area covered by a Union treaty (TCE) falls within the scope of the Union, the Court being thus competent to assess compliance with this obligation[43]. Moreover, the Court is declared competent to interpret such agreements as long as "the provisions of the mixed Agreement which it must interpret, are inseparably connected to those parts of the mixed agreement falling undeniably, in the Union's competence and insofar the Union has taken responsibility for the proper enforcement of the agreement"[44].

Therefore, the Court has jurisdiction to interpret provisions of mixed agreements that do not fall within its jurisdiction, as long as the Union's accession to these mixed agreements can be regarded as being the consequence of joining the whole agreement[45], "given the indivisibility of obligations that it states[46]".

4. The interpretation by the ECJ, of agreements concluded by Member States

It concerns those agreements which initially were concluded by Member States of the Union, but the object of which fell subsequently within the European Union's competence.

Since 1972, the Court has ruled on this situation in the *International Fruit Company III*[47]case, which had to decide on certain aspects that made references to the General Agreement on Tariffs and Trade (GATT). After that year, the Court continued to answer questions that dealt with the interpretation of certain provisions of agreements concluded by Member States and which connected the Union, to the extent that, following the entry into force of that agreement, its provisions have been part of provisions the interpretation of which depends on the preliminary competence conferred upon the Court of Justice, regardless of the purposes of this interpretation, as it is the GATT[48]case. Another situation envisaged by the Court concerns the interpretation of protocols to a GATT type agreement Its competence is also here present, as protocols were adopted by the Union's institutions in line with provisions of treaties, falling thus within the Court's jurisdiction[49].

Therefore, the Court has jurisdiction to interpret provisions of agreements concluded by the EU Member States and which, subsequently, have fallen within the Union's competence.

5. The possibility of interpretation by the Court, of acts adopted by the bodies established by certain international agreements

Not infrequently, by the agreements to which the Union is party, are established bodies that have the competence to rule in order to correctly and completely, enforce that Agreement. The analysis assumes that these rulings are part of the agreement, the Court thereby having jurisdiction to interpret such decisions. A ruling of this kind is given in *Sevince* Case[50]. In the present case, the Court was notified with three preliminary questions on the interpretation of certain provisions of the various

[41] **Morten Broberg, Niels Fenger**, *op. cit.*, p. 59.
[42] Currently, art. 218 TFEU.
[43] Pt. 20 of the judgment *Commission v. / Ireland*, *cited above*.
[44] **Morten Broberg, Niels Fenger**, *op. cit.*, p. 59.
[45] **Idem.**
[46] Pt. 20 of the judgment *Commission v. / Ireland*, *cited above.*
[47] ECJ ruling, *International Fruit CO. et al. v. / Produktschap voor Groeten en Fruit*, Joined Cases 21-24/72, ECLI:EU:C:1972:115.
[48] ECJ ruling, March 16, 1983, *cited above*.
[49] ***Idem.***
[50] ECJ ruling, *S. Z. Sevince v. / Staatssecretaris van Justice,* C-192/89, ECLI:EU:C:1990:322.

decisions of the Association Council, established by the Association Agreement between the European Community and Turkey, signed in Ankara on 12 September 1963. In fact, a Turkish citizen[51] brought an action before the competent Court in the Netherlands since the extension of his title of residence was denied to him. That aspect was regulated by the Association Agreement between the Community and Turkey. The Association Council settled by that Agreement, drafted and adopted several decisions that were incident to the situation. The problem of the sending court was mainly to know whether the Court in Luxembourg had jurisdiction to interpret such rulings. In its argument, the Court recalled that, according to its case-law, the provisions of an agreement concluded by the Council in accordance with the provisions of the Treaty formed an integral part, from the entry into force of that agreement, of the EU legal order. The Court concluded that, "given the direct link (...) to the agreement that they implement, the decisions of the Association Council, are, the same as the agreement itself, an integral part, from their entry into force, of the Community legal order"[52]. Therefore, "having the power to give a preliminary ruling on the agreement, if the act is adopted by one of the Community institutions (...) the Court also has jurisdiction to rule on the interpretation of decisions adopted by the authority established by the agreement and entrusted with its implementation[53].

Likewise, the Court ruled in *Deutsche Shell AG*[54] case. In that case, the Court was asked to interpret certain provisions of a Convention concluded between the Community and third countries; that Convention set up a body which adopted recommendations. This time, the sending court is faced with the situation of whether these recommendations could be interpreted by the Court. In its judgment, the Court held that "if those recommendations were directly related to the Convention, not just the Convention, but also recommendations become part of EU law. As long as non-binding legal acts may be subject to interpretation by the Court, the Court has jurisdiction to rule also on the interpretation of a recommendation"[55].

6. Conclusions

According to a settled case-law, the Court held that the agreements, to which the Union is party, mixed or not, should be treated as legal acts adopted by EU institutions, in order to be introduced in the scope of art. 267 section a) TFEU[56].

References:

- **Anghel, Elena**, *Values and valorization*, in LESIJ XXII, no. 2/2015;
- **Broberg, Morten; Fenger, Niels**, *Le renvoi préjudiciel à la Court de Justice de l'Union européenne* by, édition Larcier, Brussels, 2013;
- **Dumitrașcu, Augustina,** *Dreptul Uniunii Europene și specificitatea acestuia,* second edition, Universul Juridic Publishing House, Bucharest, 2015;
- **Fuerea, Augustin,** *Dreptul Uniunii Europene. Principii, acțiuni, libertăți,* Universul Juridic Publishing House, Bucharest, 2015;
- **Rideau, Joël**, *Droit institutionnel de l'Union et des Communautés européennes*, Edition III, L.G.D.J. 1999;
- **Spătaru-Negură, Laura,** *Old and New Legal Typologies*, in CKS (Challenges of the Knowledge Society) 2014, Bucharest, 2014;
- **Ştefan, Elena Emilia**, *Răspunderea juridică. Privire specială asupra răspunderii în dreptul administrativ*, Prouniversitaria Publishing House, Bucharest, 2013;
- **Ştefan, Elena Emilia**, *The role of the Ombudsman in improving the activity of the public administration*, Review of Public Law No. 3/2014;
- ECJ ruling, *Haegeman v. / Etat Belge*, 181/73, ECLI:EU:C:1974:41;
- ECJ ruling, *Demirel v. / Ville de Schwäbisch Gmünd*, 12/86, ECLI:EU:C:1987:400;
- ECJ Judgment, *Conceria Daniele Bresciani v. / Amministrazione italiana delle finanze*, 87/75, ECLI:EU:C:1976:18;
- ECJ ruling, *Scheving Nijstad vof etc. v. / Robert Groeneveld*, C-89/99, ECLI:EU:C:2001:438;
- ECJ ruling, *Hermès International v. / FHT Marketing Choice BV*, C-53/96, ECLI:EU:C:1998:292;
- ECJ ruling, *Christian Dior Parfums SA v. / TUK Consultancy BV and Assco Gerüst GmbH and Rob van Dijk*, Joined Cases C-300/98 and C-392/98, ECLI:EU:C:2000:688;
- ECJ ruling, *Merck Genéricos - Produtos Farmacêuticos Ldª v. / Merck & Co. Inc. and Merck Sharp & Dohme Ldª*, C-431/05, ECLI:EU:C:2007:496;

[51] EU institution that protecting the rights and interests of the European citizens is Ombudsman. For details, see **Elena Emilia Ştefan**, *The role of the Ombudsman in improving the activity of the public administration*, Review of Public Law No. 3/2014, p. 127.

[52] Pt. 9 of the judgment.

[53] Pt. 10 of the judgment.

[54] ECJ ruling, *Deutsche Shell AG v. / Hauptzollamt Hamburg-Harburg*, C-188/91, ECLI:EU:C:1993:271.

[55] Pts. 17-18 of the judgment.

[56] "Court of Justice of the European Union has jurisdiction to rule, by preliminary title, on: (...) b) the validity and interpretation of acts adopted by the institutions, bodies, offices or agencies of the Union".

- ECJ ruling, the *Commission v. / Ireland*, C-13/00, ECLI:EU:C:2002:184;
- ECJ ruling, *International Fruit CO. et al. v. / Produktschap voor Groeten en Fruit*, Joined Cases 21-24/72, ECLI:EU:C:1972:115;
- ECJ ruling, S. *Z. Sevince v. / Staatssecretaris van Justice*, C-192/89, ECLI:EU:C:1990:322;
- ECJ ruling, *Deutsche Shell AG v. / Hauptzollamt Hamburg-Harburg*, C-188/91, ECLI:EU:C:1993:271.