

Reference for a preliminary ruling from the Tribunale Ordinario Di Milano (Italy) lodged on 31 January 2011 — Criminal proceedings against Assane Samb

(Case C-43/11)

(2011/C 113/12)

Language of the case: Italian

Referring court

Tribunale Ordinario Di Milano

Defendant in the criminal proceedings

Assane Samb

Question referred

In the light of the principles of sincere cooperation and of the effectiveness of directives, do Articles 15 and 16 of Directive 2008/115/EC⁽¹⁾ preclude the possibility that a third-country national illegally staying in a Member State may be sentenced to a term of imprisonment of up to four years where he fails to comply with the first order issued by the Questore and a term of imprisonment of up to five years for failure to comply with subsequent orders (with the corresponding obligation for the police authorities to arrest those engaged in the commission of this offence) simply on account of his lack of cooperation in the deportation procedure, in particular his simple failure to comply with a removal order issued by the administrative authorities?

⁽¹⁾ OJ 2008 L 348, p. 98.

Reference for a preliminary ruling from the Judecătoria Timișoara (Romania) lodged on 2 February 2011 — SC Volksbank România SA v Autoritatea Națională Pentru Protecția Consumatorilor CRPC ARAD TIMIȘ

(Case C-47/11)

(2011/C 113/13)

Language of the case: Romanian

Referring court

Judecătoria Timișoara

Parties to the main proceedings

Applicant: SC Volksbank România SA

Defendant: Autoritatea Națională Pentru Protecția Consumatorilor — Comisariatul Județean pentru Protecția Consumatorilor (CRPC) ARAD TIMIȘ

Questions referred

1. Is Article 30(1) of Directive 2008/48⁽¹⁾ to be interpreted as precluding Member States from providing that national legislation transposing that directive is also to apply to agreements concluded before that national legislation entered into force?
2. Is Article 22(1) of Directive 2008/48 to be interpreted as establishing the maximum level of harmonisation in the field of consumer credit agreements, by virtue of which Member States may not:
 - 2.1. extend the scope of the rules laid down in Directive 2008/48 to cover agreements expressly excluded from the scope of that directive (such as mortgage loan agreements); or
 - 2.2. introduce additional obligations for credit institutions as regards the types of charge which they may apply in consumer credit agreements falling within the scope of the national implementing legislation?
3. If Question (2) is answered in the negative, are the principles of freedom to provide services and the free movement of capital to be interpreted as precluding a Member State from imposing measures on credit institutions under which they may not, in consumer credit agreements, apply bank charges which are not on the list of permitted charges, unless those permitted charges have been defined in the legislation of the State concerned?

⁽¹⁾ Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC (OJ 2008 L 133, p. 66).

Reference for a preliminary ruling from the Tribunale di Ivrea (Italy) lodged on 4 February 2011 — Criminal proceedings against Lucky Emegor

(Case C-50/11)

(2011/C 113/14)

Language of the case: Italian

Referring court

Tribunale di Ivrea

Party to the main proceedings

Lucky Emegor