

7. even if the General Court's grounds as contested above have to be read in conjunction with each other, they cannot lead to the conclusion that the transfer constitutes new aid.

(¹) Commission Decision 2008/136/EC of 22 June 2006 on the *ad hoc* financing of Dutch public service broadcasters C 2/2004 (ex NN 170/2003) (OJ 2008 L 49, p. 1).

(²) Council Regulation (EC) No 659/1999 of 22 March 1999 laying down detailed rules for the application of Article 93 of the EC Treaty (OJ 1999 L 83, p. 1).

Reference for a preliminary ruling from the Tribunale di Ragusa (Italy) lodged on 7 March 2011 — Criminal proceedings against Mohamed Ali Cherni

(Case C-113/11)

(2011/C 238/05)

Language of the case: Italian

Referring court

Tribunale di Ragusa (Italy)

Party to the main proceedings

Mohamed Ali Cherni

By order of 26 May 2011 the Court of Justice removed the case from the register.

Action brought on 17 May 2011 — European Commission v Italian Republic

(Case C-236/11)

(2011/C 238/06)

Language of the case: Italian

Parties

Applicant: European Commission (represented by C. Soulay and D. Recchia, Agents)

Defendant: Italian Republic

Form of order sought

The applicant claims that the Court should:

— declare that, by applying the special scheme for travel agents even when the travel service is sold to someone other than the traveller, the Italian Republic has failed to fulfil its obligations under Articles 306-310 of Council Directive 2006/112/EC (¹) of 28 November 2006 on the common system of value added tax;

— order the Italian Republic to pay the costs.

Pleas in law and main arguments

The Commission is of the view that the Italian Republic's application of the special scheme for travel agents, inasmuch as it is not limited to services to travellers, as provided by the directive, but is extended to cover transactions between travel agencies too, is contrary to the provisions of the VAT legislation.

(¹) OJ 2006 L 347, p. 1.

Reference for a preliminary ruling from the Tribunal administratif de Rennes (France) lodged on 23 May 2011 — Martial Huet v Université de Bretagne occidentale

(Case C-251/11)

(2011/C 238/07)

Language of the case: French

Referring court

Tribunal administratif de Rennes

Parties to the main proceedings

Applicant: Martial Huet

Defendant: Université de Bretagne occidentale

Question referred

In circumstances where the State decides to renew the appointment of a staff member previously appointed for a period of six years under a fixed-term contract, does the obligation to use a contract of indefinite duration pursuant to Article 13 of the Law of 26 July 2005 necessarily mean, in light of the objectives of Directive 1999/70 of 28 June 1999, (¹) that the new contract must reproduce in identical terms the principal clauses of the previous contract, in particular, those clauses concerning the job title and remuneration?

(¹) Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP (OJ 1999 L 175, p. 43).

Reference for a preliminary ruling from the Curtea de Apel București (Romania) lodged on 26 May 2011 — SC Gran Via Moinești srl v Agenția Națională de Administrare Fiscală (ANAF), Administrația Finanțelor Publice București

(Case C-257/11)

(2011/C 238/08)

Language of the case: Romanian

Referring court

Curtea de Apel București