

Advocate General opines on Article 15 (1) lit. c) Brussels I in Mühlleitner (C-190/11)

On 24 May 2012 Advocate General Villalón delivered his opinion in *Mühlleitner* (C-190/11) concerning the interpretation of Article 15 (1) lit. c) of the Brussels I-Regulation. The Austrian Supreme Court had referred the following question to the European Court of Justice: “Does the application of Article 15 (1) (c) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters presuppose that the contract between the consumer and the undertaking has been concluded at a distance?” In his opinion Advocate General Villalón answers this question in the negative. Neither the history of the provision, nor its purpose nor the decision of the ECJ in *Pammer* and *Alpenhof* required that the contract be concluded at a distance.

The full opinion can be downloaded [here](#), albeit not yet in English.