

German Federal Supreme Court Refers Preliminary Question on Article 15 I lit. c) Brussels I to the ECJ

On 1 February 12 the German Supreme court has referred two questions concerning the interpretation of Article 15 I lit. c) Brussels I to the ECJ. Following the ECJ's decisions in Pammer and Alpenhof which dealt with the targeted activity-criterion of Article 15 I lit. c) Brussels I, the questions are meant to shed light on the provisions' nexus-requirement:

1. Is there a matter relating to a consumer contract within the meaning of Article 15(1)(c) of Regulation No 44/2001 (1) if a trader has, by the design of his website, directed his activities to another Member State and a consumer domiciled in the territory of that Member State, on the basis of the information on the trader's website, travels to where his business is located and the parties sign the contract there, or does Article 15(1)(c) of Regulation No 44/2001 presuppose in that case that a distance contract is concluded?

2. If Article 15(1)(c) of Regulation No 44/2001 is to be interpreted as meaning that in that case the contract must in principle be a distance contract: Does the consumer jurisdiction under Article 15(1)(c) in conjunction with Article 16(2) of Regulation No 44/2001 apply if the parties to the contract enter into a distance pre-contractual commitment which subsequently flows directly into the conclusion of the contract?

The question referred to the ECJ can be downloaded here (in English). The full decision is available here (in German).