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Lingua del documento :

ECLI:EU:C:2022:527

Provisional text

JUDGMENT OF THE COURT (Fourth Chamber)

7 July 2022 (*)

(Reference for a preliminary ruling – Judicial cooperation in civil matters – Service of documents – Regulation (EC) 1393/2007 – Article 8(1) – One-week period within which the right to refuse to accept a document is to be exercised – Enforcement order made in one Member State and served in another Member State in the language of the first Member State only – Legislation of that first Member State laying down an eight-day period to lodge an objection to that order – Period for lodging an objection starting to run at the same time as the period laid down for the purpose of exercising the right to refuse to accept the document – Article 47 of the Charter of Fundamental Rights of the European Union – Right to an effective remedy)

In Case C-7/21,

REQUEST for a preliminary ruling under Article 267 TFEU from the Bezirksgericht Bleiburg (District Court, Bleiburg, Austria), made by decision of 6 November 2020, received at the Court on 8 January 2021, in the proceedings

LKW WALTER Internationale Transportorganisation AG

v

CB,

DF,

GH,

THE COURT (Fourth Chamber),

composed of C. Lycourgos, President of the Chamber, S. Rodin, J.-C. Bonichot, L.S. Rossi and O. Spineanu-Matei (Rapporteur), Judges,

Advocate General: P. Pikamäe,

Registrar: A. Calot Escobar,

having regard to the written procedure,

after considering the observations submitted on behalf of:

- LKW WALTER Internationale Transportorganisation AG, CB, DF and GH, by M. Erman, R. Grilc, S. Grilc, J.J. Janezic, M. Ranc, G. Schmidt, M. Škof and R. Vouk, Rechtsanwälte,
- the Slovenian Government, by A. Vran, acting as Agent,
- the European Commission, by H. Krämer and S. Noë, acting as Agents,

after hearing the Opinion of the Advocate General at the sitting on 10 March 2022,

gives the following

Judgment

1 This request for a preliminary ruling concerns the interpretation of the first paragraph of Article 18 TFEU, Article 8 of Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents), and repealing Council Regulation (EC) No 1348/2000 (OJ 2007 L 324, p. 79), and of Articles 36 and 39 of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ 351 L 2012, p. 1), read in conjunction with Article 47 of the Charter of Fundamental Rights of the European Union ('the Charter') and Article 4(3) TEU.

2 The request has been made in proceedings between LKW Walter Internationale Transportorganisation AG and CB, DF and GH concerning a claim for damages relating to their liability as lawyers for the failure to lodge, within the prescribed period, an objection against an enforcement order issued by a Slovenian court.

European Union law

3 Recitals 2, 10 and 12 of Regulation No 1393/2007 stated:

‘(2) The proper functioning of the internal market entails the need to improve and expedite the transmission of judicial and extrajudicial documents in civil or commercial matters for service between the Member States.

...

(10) To secure the effectiveness of this Regulation, the possibility of refusing service of documents should be confined to exceptional situations.

...

(12) The receiving agency should inform the addressee in writing using the standard form that he may refuse to accept the document to be served at the time of service or by returning the document to the receiving agency within one week if it is not either in a language which he understands or in the official language or one of the official languages of the place of service. This rule should also apply to the subsequent service once the addressee has exercised his right of refusal. These rules on refusal should also apply to service by diplomatic or consular agents, service by postal services and direct service. It should be established that the service of the refused document can be remedied through the service on the addressee of a translation of the document.’

4 Article 5 of that regulation, entitled ‘Translation of documents’, provided:

‘1. The applicant shall be advised by the transmitting agency to which he forwards the document for transmission that the addressee may refuse to accept it if it is not in one of the languages provided for in Article 8.

2. The applicant shall bear any costs of translation prior to the transmission of the document, without prejudice to any possible subsequent decision by the court or competent authority on liability for such costs.’

5 Article 8 of that regulation, entitled ‘Refusal to accept a document’, which came under Section 1 of Chapter II thereof, provided:

‘1. The receiving agency shall inform the addressee, using the standard form set out in Annex II, that he may refuse to accept the document to be served at the time of service or by returning the document to the receiving agency within one week if it is not written in, or accompanied by a translation into, either of the following languages:

(a) a language which the addressee understands;

or

(b) the official language of the Member State addressed or, if there are several official languages in that Member State, the official language or one of the official languages of the place where service is to be effected.

2. Where the receiving agency is informed that the addressee refuses to accept the document in accordance with paragraph 1, it shall immediately inform the transmitting agency ... and return the request and the documents of which a translation is requested.

3. If the addressee has refused to accept the document pursuant to paragraph 1, the service of the document can be remedied through the service on the addressee in accordance with the provisions of this Regulation of the document accompanied by a translation into a language provided for in paragraph 1. In that case, the date of service of the document shall be the date on which the document accompanied by the translation is served in accordance with the law of the Member State addressed. However, where according to the law of a Member State, a document has to be served within a particular period, the date to be taken into account with respect to the applicant shall be the date of the service of the initial document determined pursuant to Article 9(2).

4. Paragraphs 1, 2 and 3 shall also apply to the means of transmission and service of judicial documents provided for in Section 2.

5. For the purposes of paragraph 1, ... the authority or person, where service is effected in accordance with Article 14, shall inform the addressee that he may refuse to accept the document and that any document refused must be sent ... to that authority or person respectively.'

6 Article 14 of that regulation, in Chapter II, Section 2 thereof, entitled 'Service by postal services', provided:

'Each Member State shall be free to effect service of judicial documents directly by postal services on persons residing in another Member State by registered letter with acknowledgement of receipt or equivalent.'

7 The standard form, entitled 'Information to the addressee about the right to refuse to accept a document', which appeared in Annex II to Regulation No 1393/2007, contained inter alia the following statement for the attention of the addressee of the document:

'You may refuse to accept the document if it is not written in or accompanied by a translation into either a language which you understand or the official language or one of the official languages of the place of service.

If you wish to exercise this right, you must refuse to accept the document at the time of service directly with the person serving the document or return it to the address indicated below within one week stating that you refuse to accept it.'

8 That standard form also contained a section entitled 'Declaration of the addressee' which the addressee, in the event that he or she refused to accept the document concerned, is invited to sign and complete by ticking the box corresponding to the official language(s) of the European Union which he or she understands. That part was worded as follows:

'I refuse to accept the document attached hereto because it is not written in or accompanied by a translation into either a language which I understand or the official language or one of the official languages of the place of service.

I understand the following language(s):

...'

9 Regulation (EU) 2020/1784 of the European Parliament and of the Council of 25 November 2020 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents) (OJ 2020 L 405, p. 40), which is applicable as from 1 July 2022, repealed Regulation No 1393/2007. However, in view of the date of the facts which gave rise to the dispute in the main proceedings, the request for a preliminary ruling must be examined in the light of Regulation No 1393/2007.

National law

Austrian law

10 Paragraph 1295(1) of the Allgemeines bürgerliches Gesetzbuch (General Civil Code, 'the ABGB') provides:

‘Any person shall be entitled to seek compensation for loss caused by another person who caused that loss through his or her fault, whether the loss was caused by breach of a contractual obligation or was unrelated to a contract.’

11 Under Paragraph 1299 of the ABGB:

‘Anyone who publicly commits to the exercise of a function, art, trade or craft, or who voluntarily assumes a task requiring artistic knowledge or an unusual level of effort, demonstrates thereby that he or she believes himself or herself to be capable of the necessary effort and as having the requisite unusual knowledge; he or she must therefore be answerable where such effort or knowledge is lacking. However, where the person who assigned him or her the task was aware of the inexperience of that person or could have been so aware by exercising reasonable care, that person shall also be liable for the latter’s shortcomings.’

12 Under Paragraph 1300 of the ABGB:

‘An expert shall be liable also in the case where he or she inadvertently provides, in exchange for remuneration, detrimental advice in matters relating to his or her art or science. In any other situation, an adviser shall be liable only for damage which he or she knowingly caused to the other person by providing him or her with the advice.’

Slovenian law

13 Article 9 of the Zakon o izvršbi in zavarovanju (Law on enforcement procedures, Uradni list RS, No 3/07), in the version applicable to the dispute in the main proceedings (‘the ZIZ’), is entitled ‘Remedies and territorial jurisdiction of the appellate court for enforcement based on an authentic document’. That article is worded as follows:

‘An appeal may be lodged against an order made at first instance, unless otherwise provided for by law.

The remedy available to the debtor against an enforcement order granting the application shall be an objection.

An appeal and an objection must be lodged within eight days of service of the order of the first instance court, unless otherwise provided by law.

A permissible appeal lodged in due time shall be served on the other party for response if the latter has also been served with the order of the first instance court against which the appeal has been brought.

An appeal may be brought against the order ruling on the objection.

Appeals and objections shall not have suspensory effect, unless otherwise provided for by law.

The decision on the appeal shall be final.

...’

14 Article 53 of the ZIZ, entitled ‘Objection as the debtor’s sole remedy’, provides:

‘A debtor may challenge an enforcement order made further to an application for enforcement by lodging an objection, unless his or her challenge relates only to the decision on the costs.

The objection must be reasoned. In the objection, the debtor shall indicate the facts on which his or her objection is based and adduce evidence, failing which the objection shall be deemed not to be reasoned.’

15 Under the heading ‘Objection to an order made on the basis of an authentic document’, Article 61 of the ZIZ provides:

‘An objection against an enforcement order made on the basis of an authentic document shall be governed by the provisions of Articles 53 and 54 of this Law ...

If the objection referred to in the previous paragraph seeks to challenge the part of the enforcement order ordering the debtor to settle the claim, the objection shall be deemed to be reasoned on that point if the debtor sets out the facts on which he bases his objection and adduces evidence establishing the facts to which he refers in the objection.

...’

The dispute in the main proceedings and the questions referred for a preliminary ruling

16 The applicant in the main proceedings is a company registered in the Austrian companies register operating in the field of international carriage of goods.

17 On 30 October 2019, the Okrajno sodišče v Ljubljani (Local Court, Ljubljana, Slovenia) served on the applicant in the main proceedings, by post, an enforcement order, issued following an application to that effect by Transport Gaj d.o.o., ordering the attachment of 25 debts owed to the applicant in the main proceedings by various Slovenian companies with a view to recover the sum of EUR 17 610 (‘the order at issue’). That order was made *in absentia*, on the basis of authentic documents, namely invoices, without seeking comments from the applicant in the main proceedings.

18 That order was not received by the legal department of the applicant, through its internal mail service, until 4 November 2019. On 5 November 2019, following an exchange of information between that applicant and the defendants in the main proceedings, who are the partners of a law firm established in Klagenfurt (Austria), on the nature and consequences of the order at issue, the applicant in the main proceedings requested that the defendants in the main proceedings lodge an objection against that order. A photocopy of the envelope showing that the applicant in the main proceedings had in fact received that order on 30 October 2019 was included in the documents which it had sent to the defendants in the main proceedings.

19 On 11 November 2019, the defendants in the main proceedings lodged a reasoned objection against the order at issue before the Okrajno sodišče v Ljubljani (Local Court, Ljubljana). They also settled the court fees payable by that court, in the amount of EUR 55.

20 By decision of 10 December 2019, that court dismissed that objection as being out of time, on the ground that it had been lodged more than eight days after service of the order at issue.

21 The defendants in the main proceedings brought an appeal on behalf of the applicant in the main proceedings against that decision before the Višje sodišče v Mariboru (Court of Appeal,

Maribor, Slovenia). In support of their action, they pleaded, inter alia, that the eight-day period for lodging an objection was unconstitutional, on the ground that such a short period was not compatible with EU law. They also claimed that the order at issue had not been served in accordance with Regulation No 1393/2007, on the grounds, in particular, that it did not comply with Article 8 of that regulation and that service had not been effected through the receiving agency, within the meaning of Article 2 thereof.

22 Since the *Višje sodišče v Mariboru* (Court of Appeal, Maribor) dismissed the action brought by the defendants in the main proceedings, the order at issue became final and enforceable. On the basis of that order, the applicant in the main proceedings paid the sum referred to in that order in full.

23 Following those proceedings, the applicant in the main proceedings brought an action for damages against the defendants in the main proceedings before the *Bezirksgericht Bleiburg* (District Court, Bleiburg, Austria), the referring court, on the ground that the Slovenian courts rejected the objection lodged against the order at issue due to it being out of time and ordered, on that basis, that they pay the sum of EUR 22 168.09, corresponding to the principal sum paid under the order at issue, together with interest and procedural costs.

24 On 10 July 2020, that court issued an order for payment against the defendants in the main proceedings in the amount claimed.

25 The latter lodged an objection against that order before that court, claiming, in essence, that the eight-day period laid down in the *ZIZ* for lodging an objection against an act such as the order at issue does not comply with Articles 36 and 39 of Regulation No 1215/2012, Article 8 and Article 19(4) of Regulation No 1393/2007, or the first paragraph of Article 18 TFEU and Article 47 of the Charter and that, consequently, had the Slovenian courts correctly applied those provisions, the objection lodged against the order at issue could not have been dismissed as being out of time.

26 The referring court states that, in the context of the objection brought before it, it is required to examine whether the conditions for the defendants in the main proceedings to incur liability under Paragraph 1295 et seq. of the *ABGB* are satisfied, in particular where the loss claimed by the applicant in the main proceedings arises from wrongful conduct attributable to them. According to that court, such an examination requires, in the light of the arguments put forward by the defendants in the main proceedings, the interpretation, first, of certain provisions of Regulation No 1393/2007, in so far as the dispute in the main proceedings concerns the service of a judicial document, and, second, of Regulation No 1215/2012, since the question of the requirement that a document instituting proceedings must be served in good time is also at the heart of the proceedings.

27 The referring court considers that the eight-day period laid down in the *ZIZ* for lodging an objection against an enforcement order made at the end of a summary procedure, lodged electronically, on the sole basis of the applicant's claims regarding the existence of an authentic document, for example an invoice, and without the application being based, moreover, on a final and enforceable decision, could lead to the risk that the defendant is not able to lodge a reasoned objection against such an order in due time. In support of its view, that court refers to the case that gave rise to the judgment of 13 September 2018, *Profi Credit Polska* (C-176/17, EU:C:2018:711), in which the Court of Justice held that a 14-day period was not compatible with the right to an effective remedy, since it led to a significant risk that a consumer would not be able to lodge an objection against an order for payment within that period.

28 Although, unlike the case which gave rise to that judgment which related to proceedings between an undertaking and a consumer concerning an order for payment issued on the basis of a promissory note, the present dispute is between two undertakings, the fact remains that the risk of exceeding the period taken into account by the Court in that judgment is higher where the defendant is established in another Member State, as in the present case. Therefore, the referring court considers that the eight-day period laid down in the ZIZ may be contrary to Articles 36 and 39 of Regulation No 1215/2012, read in conjunction with Article 47 of the Charter.

29 As regards the interpretation of Article 8 of Regulation No 1393/2007, the referring court raises the question of the starting point of the eight-day period laid down in the ZIZ for lodging an objection against a document served in a language other than that which the addressee is deemed to understand, which was the case here. In that regard, it considers that, in order to establish whether a right of appeal has been exercised within the period prescribed by the legislation of the Member State of the authority which issued the document to be served, it is necessary to wait until the expiry of the one-week period within which the right to refuse to accept that document must be exercised.

30 That court also has doubts as to the compatibility of the provisions of the ZIZ – which govern the period for lodging an objection against an enforcement order – with Article 18 TFEU, in so far as such legislation would have a greater effect on defendants established in other Member States, who would be obliged to take additional steps in connection with the translation of the documents served.

31 In those circumstances, the Bezirksgericht Bleiburg (District Court, Bleiburg), decided to stay the proceedings and refer the following questions to the Court for a preliminary ruling:

‘(1) Are Articles 36 and 39 of Regulation [No 1215/2012], read in conjunction with Article 47 of the [Charter] and the principles of effectiveness and equivalence (principle of sincere cooperation under Article 4(3) TEU), to be interpreted as precluding legislation of a Member State which provides for, as the sole remedy against a decision on enforcement issued by the court without prior adversarial proceedings and without an instrument permitting enforcement, and solely on the basis of the allegations of the party seeking enforcement, an objection, which must be lodged within eight days in the language of that Member State, even if the decision on enforcement is served in another Member State in a language which the addressee does not understand, and the objection is already rejected as being out of time if it is lodged within 12 days?’

(2) Is Article 8 of Regulation [No 1393/2007], read in conjunction with the principles of effectiveness and equivalence, to be interpreted as precluding a national measure which provides that, upon service of the standard form set out in Annex II informing the addressee of his or her right to refuse to accept the document within a period of one week, the period also begins to run in respect of bringing the appeal provided for against the decision on enforcement served at the same time, for which a period of eight days is laid down?’

(3) Is Article 18(1) of [TFEU] to be interpreted as precluding a legislation of a Member State which provides for, as the remedy against a decision on enforcement, an objection, which must be lodged within eight days, and that time limit also applies where the addressee of the decision on enforcement is established in another Member State and the decision on enforcement is not written either in the official language of the Member State in which the decision on enforcement is served or in a language which the addressee of the decision understands?’

Consideration of the questions referred

The second question

32 By its second question, which it is appropriate to examine first, the referring court asks, in essence, whether Article 8(1) of Regulation No 1393/2007, read in conjunction with Article 47 of the Charter, must be interpreted as precluding legislation of the Member State of the authority which issued a document to be served, pursuant to which the starting point of the one-week period, referred to in Article 8(1) of that regulation, within which the addressee of such a document may refuse to accept that document on one of the grounds laid down in that provision, is the same as the starting point for the period within which a remedy is to be sought against that document in that Member State.

33 It is appropriate to bear in mind that, with regard to the interpretation of a provision of EU law, it is necessary, in accordance with settled case-law, to take into account not only its terms, but also the context in which it is set and the objectives pursued by the act of which it forms part (judgment of 10 June 2021, *KRONE – Verlag*, C-65/20, EU:C:2021:471, paragraph 25 and the case-law cited).

34 As is apparent from the wording of Article 8(1) of Regulation No 1393/2007, that provision provides for the possibility for the addressee of a document to be served to refuse to accept it where that document is not written in or accompanied by a translation either in a language which he or she understands or in the official language of the Member State addressed or, where applicable, in one of the official languages of the place where that document must be served, languages which the addressee is deemed to understand.

35 The ability to refuse to accept the document to be served constitutes a right of the addressee of that document (judgment of 6 September 2018, *Catlin Europe*, C-21/17, EU:C:2018:675, paragraph 32 and the case-law cited). That addressee may exercise that right either at the time of service of that document or within one week, provided that he or she returns that document within that period.

36 It also follows from the Court's case-law that that right to refuse to accept a document to be served makes it possible to protect the rights of defence of the addressee of that document, in compliance with the requirements of a fair trial, enshrined in the second paragraph of Article 47 of the Charter. While the main aim of Regulation No 1393/2007 is to improve the efficiency and speed of judicial procedures and to ensure the proper administration of justice, those objectives cannot be attained by undermining in any way the rights of defence of the addressees of the documents in question (see, to that effect, judgment of 6 September 2018, *Catlin Europe*, C-21/17, EU:C:2018:675, paragraph 33 and the case-law cited).

37 In that context, it should also be noted that the right of the addressee of a document to be served to refuse to accept it corresponds to the applicant's informed choice not to proceed with the prior translation of that document.

38 In accordance with Article 5(1) of Regulation No 1393/2007, it is for the transmitting agency to inform the applicant that the addressee may refuse to accept it if it is not in one of the languages provided for in Article 8 of that regulation. It is nevertheless for the applicant to decide whether the document at issue must be translated, the cost of which he or she must also bear, in accordance with Article 5(2) of that regulation (judgment of 16 September 2015, *Alpha Bank Cyprus*, C-519/13, EU:C:2015:603, paragraph 35).

39 It is therefore important to ensure that the addressee of a document to be served, written in a language other than that which he or she is deemed to understand, is actually in a position to exercise the right to refuse to accept that document, which, as is apparent from paragraph 36 of the present judgment, forms part of his or her fundamental right to effective judicial protection.

40 As regard the information to be provided in that respect to the addressee when serving a document on him or her under the system established by Regulation No 1393/2007, it must be borne in mind that that regulation does not lay down any exception to the use of the standard form appearing in its Annex II. The mandatory nature and systematic use of that standard form not only applies to the transmission of documents between the transmitting and receiving agencies designated by the Member States but also, as is clear from the wording of Article 8(4) of Regulation No 1393/2007, to the means of service referred to in Section 2 of Chapter II of that regulation, including that referred to in Article 14 thereof, which consists of service of judicial documents effected by postal services (see, to that effect, judgment of 2 March 2017, *Henderson*, C-354/15, EU:C:2017:157, paragraphs 55, 59 and 61, and order of 5 May 2022, *ING Luxembourg*, C-346/21, not published, EU:C:2022:368, paragraphs 32 and 35). That form constitutes, as is apparent from recital 12 of Regulation No 1393/2007, an instrument by means of which the addressee is informed of his or her right to refuse to accept the document to be served.

41 The effectiveness of the right to refuse to accept a document to be served requires, first, that the addressee has been informed of the existence of that right and, second, that he or she has the full one-week period to assess whether it is appropriate to accept or refuse to accept service of the document and, in the event of refusal, to return it.

42 In the present case, the period for lodging an objection against the order at issue was, in accordance with Article 9 of the ZIZ, eight days from service of that order. Under Slovenian procedural rules, the scope of which was clarified by the Slovenian Government in response to questions for a written reply put by the Court, that period was not calculated as from the date of expiry of the one-week period referred to in Article 8(1) of Regulation No 1393/2007, but as from the day that order was served on the applicant in the main proceedings, namely 30 October 2019, with the result that those two periods overlapped almost entirely. Accordingly, the applicant in the main proceedings was not, in fact, able to devote the whole of the one-week period, to which it was entitled under that regulation, to consider whether it was appropriate to accept or refuse to accept the judicial document in question since, on the basis of that legislation, it also had to lodge during that same period, where appropriate, an objection to that judicial document, should it accept it.

43 Furthermore, legislation such as that at issue in the main proceedings results, in practice, in the addressee of a document falling within the scope of Regulation No 1393/2007 being deprived of the full benefit of the period for bringing an appeal laid down in national law, namely, in the present case, the eight-day period within which an objection against the judicial document in question is to be lodged. In situations covered by the right to effective judicial protection, enshrined in Article 47 of the Charter, individuals must be able to benefit from the whole of the period, recognised under the national law of a Member State, to exercise a procedural right against a document served on them (see, by analogy, judgment of 14 May 2020, *Staatsanwaltschaft Offenburg*, C-615/18, EU:C:2020:376, paragraph 50 and the case-law cited).

44 Moreover, where, as in the present case, (i) the starting points of those periods are the same and (ii) the addressee of the document, written in a language which he or she is not deemed to understand, thus does not in practice benefit from the whole of the period within which a remedy is to be sought against that document, laid down in the legislation of the Member State of the authority which issued it, regardless of the duration of that period, that addressee is put at a disadvantage

compared with the other addressees who understand the language in which the document addressed to them was written, and thus benefit in practice from the whole of that period in order to assert their rights.

45 The objective of avoiding any discrimination between those two categories of addressees, pursued by Article 8(1) of Regulation No 1393/2007, requires that addressees who receive the document in a language other than those referred to in that provision must be able to exercise their right to refuse to accept that document without being placed at a procedural disadvantage by reason of their cross-border situation.

46 It follows that, where the document to be served is not written in or translated into one of the languages referred to in that provision, the starting point for the one-week period laid down in Article 8(1) of Regulation No 1393/2007 cannot, without undermining the practical effect of that provision, read in conjunction with Article 47 of the Charter, be the same as the starting point of the period within which a right of appeal is to be exercised in accordance with the legislation of the Member State of the authority which issued the document, which in principle must begin to run after the expiry of the one-week period referred to in Article 8(1) of the Charter.

47 That interpretation also reflects the purpose of Regulation No 1393/2007. If EU law were to be interpreted as not precluding national legislation which causes the period for bringing an action against a document covered by Article 8(1) of that regulation to start to run from the beginning of the period prescribed by that provision for assessing whether it is appropriate to accept or refuse to accept that document, the addressee of that document might be encouraged, in order not to suffer the disadvantage mentioned in paragraph 45 of the present judgment, to choose the option of refusing that document.

48 Such an incentive would run counter to the objective of that regulation, which is, as is apparent in particular from recital 2 thereof, to facilitate the expedited transmission of judicial and extrajudicial documents in civil and commercial matters for the purpose of service, without prejudice to compliance with the rights of defence of the addressee of those documents. Recital 10 of that regulation also states that, in order to secure its effectiveness, the possibility of refusing service of those documents should be confined to exceptional situations.

49 In the light of the foregoing, the answer to the second question is that Article 8(1) of Regulation No 1393/2007, read in conjunction with Article 47 of the Charter, must be interpreted as precluding legislation of the Member State of the authority which issued a document to be served, pursuant to which the starting point of the one-week period referred to in Article 8(1) of that regulation, within which the addressee of such a document may refuse to accept it on one of the grounds set out in that provision, is the same as the starting point for the period within which a remedy is to be sought against that document in that Member State.

The first and third questions

50 In the light of the answer to the second question, there is no need to reply to the first and third questions.

Costs

51 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the national court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (Fourth Chamber) hereby rules:

Article 8(1) of Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents), and repealing Council Regulation (EC) No 1348/2000 (OJ 2007 L 324, p. 79), read in conjunction with Article 47 of the Charter of Fundamental Rights of the European Union,

must be interpreted as precluding legislation of the Member State of the authority which issued a document to be served, pursuant to which the starting point of the one-week period referred to in Article 8(1) of that regulation, within which the addressee of such a document may refuse to accept it on one of the grounds set out in that provision, is the same as the starting point for the period within which a remedy is to be sought against that document in that Member State.

[Signatures]

* Language of the case: German.
