

2. The European Commission shall bear its own costs and pay those incurred by Be Smart Srl.

(¹) OJ C 79, 8.3.2021.

Action brought on 24 August 2021 — PV v Commission

(Case T-78/21)

(2021/C 431/46)

Language of the case: French

Parties

Applicant: PV (represented by: D. Birkenmaier, lawyer)

Defendant: European Commission

Form of order sought

The applicant claims that the General Court should:

— declare the present application admissible and well founded;

and, consequently,

— annul the following decisions: refusal of initial request D/191/20 of 20 July 2020, rejection of complaint R/458/20 of 29 January 2021, rejection of complaint R/137/21 of 1 July 2021 and rejection of complaint R/512/20 of 26 February 2021 in all respects on the basis of the general principle of law ‘*fraus omnia corrumpit*’, serious fraudulent misrepresentation and loss of social rights as prohibited by Article 34 of the Charter of Fundamental Rights of the European Union (‘the Charter’);

— annul the rejection of complaint R/512/20 of 26 February 2021 as a consequence of infringement of Article 41(2)(a) of the Charter;

— grant the following damages on the basis of Articles 268 and 340 TFEU:

— an order that compensation be paid for non-material damage in the amount of EUR 100 000 and for material damage in the amount of EUR 47 221,02 as a result of the rejections in those contested decisions, that compensation being estimated to total EUR 147 221,02 subject to reassessment plus compensatory default interest until the date of settlement in full;

and, in any event,

— order the defendant to pay all of the costs, including the costs incurred in proceedings for legal aid.

Pleas in law and main arguments

In support of the action, the applicant relies on ten pleas in law.

1. First plea in law, alleging infringement of Articles 1, 3, 4 and 31(1) of the Charter and of Articles 1e(2) and 12a of the Staff Regulations of Officials of the European Union (‘the Staff Regulations’).
2. Second plea in law, alleging infringement of the general principle of law ‘*fraus omnia corrumpit*’ and of Article 41(1) of the Charter due to the use of a false signature in the decision withdrawing all of the applicant’s pension rights.
3. Third plea in law, alleging wilful misconduct and misuse of funds which led to another infringement of the principle ‘*fraus omnia corrumpit*’.
4. Fourth plea in law, alleging infringement of Articles 59 and 60 of the Staff Regulations and infringement of the principle of legality and of public policy by the Commission’s Office for the Administration and Payment of Individual Entitlements (PMO) which did not have the power to withdraw pension rights through an arbitrary penalty imposed on an individual.

5. Fifth plea in law, alleging serious infringement of Article 34 of the Charter through the loss of social rights and infringement of Article 77 of the Staff Regulations leading to the withdrawal of pension rights.
6. Sixth plea in law, alleging infringement of the 'ne bis in idem' rule of law and of Article 50 of the Charter and of Article 9(3) of Annex IX to the Staff Regulations.
7. Seventh plea in law, alleging serious infringement of Article 41(2)(a) of the Charter and of the right to be heard.
8. Eighth plea in law, alleging infringement of the principle of proportionality, in that the penalty of removal from post is the heaviest penalty provided for in the Staff Regulations, to which the Commission also added withdrawal for life of all pension rights.
9. Ninth plea in law, alleging misuse of power by the PMO on the grounds that the decision to reduce the pensions rights 'pro tempore' can be taken only by the tripartite appointing authority in the context of disciplinary proceedings for removal from post in accordance with Article 9(1)(h) of Annex IX to the Staff Regulations.
10. Tenth plea in law, alleging infringement of the principle of equal treatment and of Article 20 of the Charter. The applicant claims that an official removed from post on grounds that are infinitely more serious than those on the basis of which the applicant was removed from post would have had a lesser penalty imposed on him or her than deductions from his or her pension under the Staff Regulations.

Action brought on 8 July 2021 — Ferriera Valsabbia and Valsabbia Investimenti v Commission

(Case T-410/21)

(2021/C 431/47)

Language of the case: Italian

Parties

Applicants: Ferriera Valsabbia SpA (Odolo, Italy) and Valsabbia Investimenti SpA (Odolo) (represented by: D. Fosselard, D. Slater and G. Carnazza, lawyers)

Defendant: European Commission

Form of order sought

The applicants claim that the Court should:

- (i) order the European Union, represented by the Commission, to pay default interest on the amount of EUR 10 250 000 at the rate set by the European Central Bank (ECB) for its principal refinancing operations in force on the first calendar day of the month in which the deadline falls, increased by three and a half percentage points, in respect of the period between 9 March 2010 and 14 November 2017, less interest in the amount of EUR 372 812,31, which has already been received by the applicants, which amounts to a total of EUR 3 174 389,74 or, in the alternative, to pay default interest calculated at the interest rate that the Court considers appropriate;
- (ii) order the European Union, represented by the Commission, to pay default interest on the amount requested in point (i) above in respect of the period between 14 November 2017 and the date on which that amount is actually paid, at the rate set by the ECB for its principal refinancing operations in force on the first calendar day of the month in which the deadline falls, increased by three and a half percentage points, or, in the alternative, at the interest rate that the Court considers appropriate;
- (iii) as an alternative to point (ii) above, order the European Union, represented by the Commission, to pay default interest on the amount requested in point (i) in respect of the period between 2 March 2021 and the date on which that amount is actually paid, at the rate set by the ECB for its principal refinancing operations in force on the first calendar day of the month in which the deadline falls, increased by three and a half percentage points, or, in the alternative, at the interest rate that the Court considers appropriate;
- (iv) in addition or in the alternative, annul Commission communication Ref. Ares(2021) 2904093 of 30 April 2021;