

— order the European Commission to pay the costs.

Pleas in law and main arguments

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

1. First plea in law, alleging that the Commission misapplied Article 107(2)(b) TFEU and committed a manifest error of assessment in its review of the proportionality of the aid to the damage caused by the COVID-19 pandemic.
2. Second plea in law, alleging that the decision violates specific provisions of the TFEU and the general principles of EU Law that have underpinned the liberalisation of EU air transport since the late 1980s (i.e., non-discrimination, free provision of services and freedom of establishment).
3. Third plea in law, alleging that the Commission failed to initiate a formal investigation despite the existence of 'serious difficulties' and violated the applicant's procedural rights.
4. Fourth plea in law, alleging that the Commission infringed its duty to state reasons pursuant to Article 296(2) TFEU.

Action brought on 12 April 2022 — BNP Paribas v ECB

(Case T-186/22)

(2022/C 213/61)

Language of the case: French

Parties

Applicant: BNP Paribas (Paris, France) (represented by: A. Gossett-Grainville, M. Trabucchi and M. Dalon, lawyers)

Defendant: European Central Bank

Form of order sought

The applicant claims that the Court should:

- annul section 1.10 and sections 3.10.1 to 3.10.8 of ECB decision No ECB-SSM-2022-FRBNP-7 of 2 February 2022 (together with its annexes), in so far as it prescribes measures to be taken regarding irrevocable payment commitments in respect of the deposit guarantee schemes or the resolution funds;
- order the defendant to pay all the costs
- adopt, under Articles 88 and 89 of the Rules of Procedure, a measure of organisation of procedure requesting that the ECB communicate the decisions in respect of irrevocable payment commitments taken for other banking institutions for 2021, particularly those in respect of the other French banking institutions.

Pleas in law and main arguments

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

1. First plea in law, alleging an error of law and infringement of Article 266 TFEU. The applicant argues in that respect that by imposing, in the contested decision, a measure of general principle and based on a reasoning disregarding its individual prudential situation, the ECB exceeded the powers granted to it through Regulation No 1024/2013,⁽¹⁾ as made clear by the case-law of the General Court of the European Union.

2. Second plea in law, alleging a manifest error of appreciation and a breach of the principle of good administration. The applicant considers that the ECB, by failing to take into account all the relevant factors characterising its specific situation, drew incorrect conclusions regarding the prudential risks that would be induced by the action of the irrevocable payment commitments (IPC) on its individual situation.
3. Third plea in law, alleging an error of law by reason of a deprivation of effectiveness of the provisions of EU law governing the use of IPC. According to the applicant, since the ECB based its analysis on the points of principle may only lead to a requirement of full deduction of the IPC from the Common Equity Tier 1, that would lead to EU legislation authorising the credit institutions to use IPC in order to fulfil part of their obligations vis-à-vis the resolution funds and deposit guarantee schemes being deprived of their effectiveness.
4. Fourth plea in law, alleging a breach of the principle of proportionality, on the ground that the ECB imposed on the applicant an unjustified and disproportionate measure in the light of its prudential situation.

(¹) Council Regulation (EU) No 1024/2013 of 15 October 2013, conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions (OJ 2013 L 287, p. 63).

Action brought on 12 April 2022 — BPCE and Others v ECB

(Case T-187/22)

(2022/C 213/62)

Language of the case: French

Parties

Applicants: BPCE (Paris, France) and the 51 other applicants (represented by: A. Gossett-Grainville, M. Trabucchi and M. Dalon, lawyers)

Defendant: European Central Bank

Form of order sought

The applicants claim that the Court should:

- annul section 1.3 and sections 3.3.1 to 3.3.8 of ECB decision No ECB-SSM-2022-FRBPC-10 of 2 February 2022 (together with its annexes), in so far as it prescribes measures to be taken in relation to irrevocable payment commitments concerning deposit guarantee schemes or resolution funds;
- order the defendant to pay all the costs
- adopt, under Articles 88 and 89 of the Rules of Procedure, a measure of organisation of procedure seeking to have the ECB communicate the decisions concerning irrevocable payment commitments taken in respect of other banking institutions for 2021, particularly those relating to the other French banking institutions.

Pleas in law and main arguments

In support of the action, the applicants rely on four pleas in law which are identical or similar to those relied upon in Case T-186/22, *BNP Paribas v European Central Bank*.
