

Form of order sought

The applicant claims that the Court should impose on the Syrian Arab Republic the order:

- for payment of all sums due to the applicant under Articles 3.01, 3.02 and 4.01 of the Water Supply Sweida Region Loan Agreement with nr. 80212 (hereafter the 'Loan Agreement') since 25 August 2017, comprising:
 - EUR 652 218,70, being the amount due to the applicant as at 30 June 2022, which is all principal of EUR 559 287,10, interest of EUR 38 925,60 and contractual default interest (accrued from the due date to 30 June 2022) of EUR 54 006,00.
 - further contractual default interest, accruing at the annual rate of 3,5 % (350 basis points), until payment is made.
- for payment of all costs related to the present proceedings pursuant to Article 134(1) of the Rules of Procedure.

Pleas in law and main arguments

In support of the action, the applicant relies on one plea in law.

First and only plea in law, alleging that the Syrian Arab Republic is in default of its contractual obligations under Articles 3.01 and 4.01 of the Loan Agreement to make payment of the further instalments under the Loan Agreement as they have fallen due since 25 August 2017, and under Article 3.02 of the Loan Agreement to make payment of default interest on each of the instalments due and not paid, accruing at the annual rate therein. Consequently, the Syrian Arab Republic is contractually obligated to pay all amounts due under Articles 3.01, 3.02 and 4.01 of the Loan Agreement.

Action brought on 22 July 2022 — EIB v Syria**(Case T-456/22)**

(2022/C 359/105)

*Language of the case: English***Parties**

Applicant: European Investment Bank (represented by: D. Arts and E. Paredis, lawyers, T. Gilliams, R. Stuart and F. de Borja Oxangoiti Briones, agents)

Defendant: Syrian Arab Republic

Form of order sought

The applicant claims that the Court should impose on the Syrian Arab Republic the order:

- for payment of all sums due to the EU under Articles 3.01, 3.02 and 4.01 of the the Port of Tartous Loan Agreement with nr. 22057 (hereafter 'the Loan Agreement') since 9 August 2017 further to its right of subrogation comprising:
 - EUR 18 440 034,97, the amount due to the EU as at 30 June 2022, which is principal of EUR 13 942 526,00, interest of EUR 2 589 128,20 and contractual default interest (accrued from the due date to 30 June 2022) of EUR 1 908 380,77.
 - further contractual default interest, accruing at an annual rate equal to the higher (for any successive period of one month) of (i) a rate equal to the EURIBOR rate plus 2 % (200 basis points) or (ii) the fixed rate payable under Article 3.01 plus 0,25 % (25 basis points), until payment is made.

- for payment of all sums due to the Bank under Articles 3.01, 3.02 and 4.01 of the Loan Agreement since 9 August 2017 comprising EUR 5 405,54, the amount due to the Bank as at 30 June 2022, which is contractual default interest (accrued from the due date to 14 June 2022 (which is the date that EU paid the related instalment of principal and interest under the 2000 Guarantee)).
- for payment of all costs related to the present proceedings pursuant to Article 134(1) of the Rules of Procedure.

Pleas in law and main arguments

In support of the action, the applicant relies on one plea in law.

First and only plea in law, alleging that the Syrian Arab Republic has breached its contractual obligations under Articles 3.01 and 4.01 of the Loan Agreement to make payment of the further instalments under the Loan Agreement as they have fallen due, since 9 August 2017 and under Article 3.02 of the Loan Agreement to make payment of default interest on each of the instalments due and not paid, accruing at the annual rate therein. Consequently, the Syrian Arab Republic is contractually obligated to pay all amounts due under Articles 3.01, 3.02 and 4.01 of the Loan Agreement to the EU (subrogated to the Bank's claims) and the amount due under Articles 3.01, 3.02 and 4.01 of the Loan Agreement to the Bank as contractual default interest.

Action brought on 22 July 2022 — EIB v Syria

(Case T-457/22)

(2022/C 359/106)

Language of the case: English

Parties

Applicant: European Investment Bank (represented by: D. Arts and E. Paredis, lawyers, T. Gilliams, R. Stuart and F. de Borja Oxangoiti Briones, agents)

Defendant: Syrian Arab Republic

Form of order sought

The applicant claims that the Court should impose on the Syrian Arab Republic:

- the order for payment of all sums due to the EU under Articles 3.01, 3.02 and 4.01 of the of the Syrian Healthcare Loan Agreement (hereafter the 'Loan Agreement') since 9 August 2017 further to its right of subrogation comprising:
 - EUR 50 880 189,61 and USD 2 897 002,31, the amount due to the EU as at 30 June 2022, which is principal of EUR 40 744 064,86 and USD 2 223 971,84, interest of EUR 5 161 649,64 and USD 341 462,46 and contractual default interest (accrued from the due date to 30 June 2022) of EUR 4 974 475,11 and USD 331 568,01.
 - further contractual default interest, accruing at an annual rate equal to the higher (for any successive period of one month) of (i) a rate equal to the EURIBOR rate plus 2 % (200 basis points) (except for any disbursements in USD, a rate equal to the LIBOR rate plus 2 % (200 basis points) applies) or (ii) the fixed rate payable under Article 3.01 plus 0.25 % (25 basis points), until payment is made.
- the order for payment of all sums due to the Bank under Articles 3.01, 3.02 and 4.01 of the Loan Agreement since 9 August 2017 comprising EUR 11 416,23 and USD 760,94, the amounts due to the Bank as at 30 June 2022, which is contractual default interest (accrued from the due date to 29 June 2022 (which is the date that the EU paid the related instalments of principal and interest under the 2000 Guarantee)).