

7. Seventh plea in law, alleging a violation of the applicant's rights under Article 7 and 17 of the Charter and/or Article 8 ECHR and Article 1 of the 1st Protocol to the ECHR and/or the principle of proportionality.

— The re-listing of the applicant violates his fundamental rights to respect for his reputation and peaceful enjoyment of his property and the principle of proportionality

8. Eighth plea in law, alleging the unlawfulness of the re-listing of the applicant

— The re-listing of the applicant is in any event based on the assumed legality of the restrictive measures imposed on the Islamic Republic of Iran Shipping lines, but such IRISL measures are unlawful (for the reasons advanced by IRISL, which reasons are incorporated by reference herein) with the result that the measures taken against the applicant must be annulled.

Action brought on 23 April 2015 — Intercon v Commission

(Case T-206/15)

(2015/C 221/33)

Language of the case: Polish

Parties

Applicant: Intercon Sp. z o.o. (Łódź, Poland) (represented by: B. Eger, lawyer)

Defendant: European Commission

Form of order sought

The applicant submits that the Court should:

- declare that the funds which the European Commission paid to the applicant in respect of its participation in the project covered by Agreement VPH2-224635 constitute eligible expenditure in accordance with Article II.14 of the General Terms and Conditions of the Agreement and that the applicant is for that reason not obliged to repay them;
- order the European Commission to pay the costs of the proceedings;
- set aside the implementation of the contested decision.

Pleas in law and main arguments

In support of its action the applicant puts forward one plea in law alleging infringement of the principle of mutual goodwill on the part of contracting parties and infringement of the principle that undertakings must place their trust in the Commission.

- The Commission, the applicant submits, failed to take any account of the observations and documents submitted by the beneficiary by letter of 14 August 2014. In this connection, the Commission invoked Article 22.II.5 of Annex II to the Agreement, under which it is entitled not to take account of statements and evidence submitted out of time. However, in view of the fact that the Commission had itself requested the beneficiary to restate its observations, such a course of action was improper. In that situation, the fact that the new evidence and observations were disregarded in their entirety constitutes a manifest infringement of the principle of mutual goodwill on the part of contracting parties and of the principle that undertakings must place their trust in the Commission.
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