

*Defendant:* Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM)

*Other party to the proceedings before the Board of Appeal:* Ffauf SA (Luxembourg, Luxembourg)

### **Details of the proceedings before OHIM**

*Proprietor of the trade mark at issue:* Applicant

*Trade mark at issue:* Community word mark 'ZARA' — Community trade mark registration No 732 958

*Procedure before OHIM:* Revocation proceedings

*Contested decision:* Decision of the Second Board of Appeal of OHIM of 2 June 2015 in Case R 867/2014-2

### **Form of order sought**

The applicant claims that the Court should:

- annul the contested decision, in particular regarding the revocation of the CTM registration No 732958 'ZARA' for the challenged goods in classes 29, 30, 31, 32 and 33;
- order OHIM to pay the costs, including the costs those incurred in the proceedings before the Cancellation Division and the Second Board of Appeal of the OHIM.

### **Pleas in law**

- Infringement of Articles 42(2), 51(1)(a), 52(2) and 85(2) of Regulation No 207/2009;
- Infringement of Rules 22(3) and 22(4) of Regulation No 2868/95.

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**Action brought on 27 July 2015 — Bank Saderat v Conseil**

**(Case T-433/15)**

(2015/C 320/58)

*Language of the case: English*

### **Parties**

*Applicant:* Bank Saderat plc (London, United Kingdom) (represented by: S. Jeffrey, S. Ashley and A. Irvine, Solicitors, and M-E. Demetriou and R. Blakeley, Barristers)

*Defendant:* Council of the European Union

**Form of order sought**

The applicant claims that the Court should:

- condemn the Council to pay the following sums to the applicant:
  - € 88 906 191 in respect of material damage up until the date of this claim;
  - € 8 713 285 in respect of interest on the sum in sub-paragraph (1) above plus daily interest of € 10 377 until the date of judgment, in the alternative at the European Central Bank main refinancing rate + 2 % per annum until the date of judgment, in the further alternative at such rate and for such period as the Court thinks fit;
  - a daily rate of € 54 716 in respect of material damage from the date of this claim until the end of the Claim Period;
  - interest on the total sum calculated pursuant to sub-paragraph (3) above at the rate of 4,2601 % per annum until the date of judgment, in the alternative at the European Central Bank main refinancing rate + 2 % per annum until the date of judgment, in the further alternative at such rate and for such period as the Court thinks fit;
  - € 32 964 320 in respect of material damage from the date of the end of the Claim Period;
  - € 1 000 000 in respect of non-material damage;
  - post-judgment interest on the sums in sub-paragraphs (1) to (6) above at the rate of 4,2601 % per annum until the date of payment, in the alternative at the European Central Bank main refinancing rate + 2 % per annum until the date of payment, in the further alternative at such rate and for such period as the Court thinks fit; and
  - the Bank's costs of this application;
- condemn the Council to pay the applicant's costs.

**Pleas in law and main arguments**

The applicant puts forward that the EU Council's imposition of restrictive measures on the applicant was a sufficiently serious breach of obligations intended to confer rights upon the applicant and accordingly the non-contractual liability of the EU is engaged.

According to the applicant, this breach was the direct cause of significant material and non-material harm to the applicant for which it is entitled to compensation.

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