

Action brought on 31 August 2016 — Czech Republic v Commission**(Case T-627/16)**

(2016/C 392/61)

*Language of the case: Czech***Parties***Applicant:* Czech Republic (represented by: M. Smolek, J. Pavliš and J. Vlácil, acting as Agents)*Defendant:* European Commission**Form of order sought**

- annul Commission Implementing Decision (EU) 2016/1059 of 20 June 2016 excluding from European Union financing certain expenditure incurred by the Member States under the European Agricultural Guarantee Fund (EAGF) and under the European Agricultural Fund for Rural Development (EAFRD) (notified under document C(2016) 3753) ('the contested decision') in so far as it excludes expenditure incurred by the Czech Republic in connection with the single area payment (SAPS) in a total amount of EUR 84 272,83, in so far as it excludes expenditure incurred by the Czech Republic in connection with investment in the wine sector in a total amount of EUR 636 516,20, and in so far as it excludes expenditure incurred by the Czech Republic in connection with cross-compliance conditions in a total amount of EUR 29 485 612,55;
- order the Commission to pay the costs.

Pleas in law and main arguments

In support of the action, the applicant relies in relation to the single area payment scheme (SAPS) on a single plea in law, alleging breach of Article 52(1) of Regulation (EU) No 1306/2013 of the European Parliament and of the Council of 17 December 2013 on the financing, management and monitoring of the common agricultural policy. The Commission decided to exclude expenditure from EU financing, although there had been no breach of EU or national law.

In relation to investment in the wine sector, the applicant relies on a single plea in law, alleging breach of Article 52(1) of Regulation No 1306/2013. The Commission decided to exclude expenditure from EU financing, although there had been no breach of EU or national law.

In relation to cross-compliance conditions, the applicant relies on two pleas in law:

- The first plea in law alleges breach of Article 52(1) of Regulation No 1306/2013. The Commission decided to exclude expenditure from EU financing, although there had been no breach of EU or national law.
- In the alternative, the applicant relies on the second plea in law, alleging breach of Article 52(2) of Regulation No 1306/2013. Even if the complaints contested in the first plea in law constituted a breach of EU law (*quod non*), the Commission incorrectly assessed the seriousness of that breach and the financial damage to the EU.

Action brought on 2 September 2016 — Remag Metallhandel and Jaschinsky v Commission**(Case T-631/16)**

(2016/C 392/62)

*Language of the case: English***Parties***Applicants:* Remag Metallhandel GmbH (Steyr, Austria) and Werner Jaschinsky (St. Ulrich bei Steyr, Austria) (represented by: M. Lux, lawyer)