7. Seventh plea in law, alleging infringement of the rights of the defence on the ground that the OLAF reports attached to the pre-information letters were blacked out to such an extent that they were unintelligible and that the applicant could not understand them and then make useful observations;

8. Eighth plea in law, alleging breach of the principle of sound administration, the principle of performance of contracts in good faith and the principle of the prohibition of 'abuse of rights' in that the Commission acted neither carefully nor impartially;

9. Ninth plea in law, alleging a plea of illegality raised in respect of Article 103 of the 2002 Financial Regulation, in that it infringes the general principle of the prohibition of unjust enrichment. The applicant considers that that provision provides for the possibility for the institution to recover all the amounts paid throughout the period of performance of the contract even if it was entirely performed by the contractor, which would mean that the institution may thus benefit from all the services provided by the contractor without owing any payment to it. That provision should therefore be declared unlawful in that it allows the institution to improve its assets to the detriment of the assets of the contractor without justification;

10. Tenth plea in law, in the alternative, alleging infringement of Article 103 of the 2002 Financial Regulation and of the principle of proportionality. According to the applicant, the institution's assessment must be carried out in accordance with Article 103 of the 2002 Financial Regulation, which means that the Commission may not apply more than one sanction, since that Article sets out a non-cumulative list of sanctions. Furthermore, the institution must ensure that its decision is proportionate to the seriousness of the irregularity in question by carrying out that assessment, in accordance with the principle of proportionality, which is an expression of the principle of good faith in the performance of contracts, which was not observed in the present case.

Action brought on 9 January 2021 — Griesbeck v Parliament

(Case T-10/21)

(2021/C 72/43)

Language of the case: French

Parties

Applicant: Nathalie Griesbeck (Ancy-sur-Moselle, France) (represented by: J. L. Teheux, J. M. Rikkers and G. Selnet, lawyers)

Defendant: European Parliament

Form of order sought

The applicant claims that the Court should:

principally:

— annul the decision of the Bureau of the European Parliament of 5 October 2020;

consequently,

— annul the decision of the Secretary General of the European Parliament of 18 October 2019 and the subsequent debit note;

alternatively:

— annul the decision of the Bureau of the European Parliament of 5 October 2020;

consequently,

— annul the decision of the Secretary General of the European Parliament of 18 October 2019 and reduce the consecutive debit note by an appropriate amount;

in any event;

— provide the applicant with the opportunity to submit additional observations by way of subsequent submissions;

— order the European Parliament to pay the costs.

Pleas in law and main arguments

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

1. First plea in law, alleging that the Parliament committed the following errors of assessment. First, it ruled out that the specific circumstances of employment of the assistant concerned could have an influence on the evidence of that assistant's work. Next, it did not take account of the time that had elapsed since the facts and the resulting loss of evidence. Lastly, it did not make use of the evidence provided by the applicant.

2. Second plea in law, alleging reversal of the burden of proof and infringement of the right to a fair trial. In this respect, the applicant takes the view, essentially, that it is not for her to bear the burden of proof regarding her assistant's work.

3. Third plea in law, alleging infringement of the principle of proportionality in so far as the Bureau took the view that the full amounts paid for the assistant's working hours should be repaid, although the reality of her work had been demonstrated only partially.

Action brought on 15 January 2021 — Ryanair v Commission

(Case T-14/21)

(2021/C 72/44)

Language of the case: English

Parties

Applicant: Ryanair DAC (Swords, Ireland) (represented by: E. Vahida, F. Laprévote, V. Blanc, S. Rating and I. Metaxas-Maranghidis, lawyers)

Defendant: European Commission

Form of order sought

The applicant claims that the Court should:

— annul the European Commission's decision (EU) of 21 August 2020 on State Aid SA.57544(2020/N) — Belgium COVID-19: Aid to Brussels Airlines; and

— order the European Commission to pay the costs.

Pleas in law and main arguments

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

1. First plea in law, alleging that the Commission misapplied its Temporary Framework by finding that the loan to Brussels Airlines complied with the Temporary Framework and that Brussels Airlines is eligible to recapitalisation aid, by failing to assess whether there were other more appropriate and less distortive measures available besides the recapitalisation, finding that the amount of recapitalisation was proportionate, and failing to impose an effective ban on aggressive expansion by Brussels Airlines.

2. Second plea in law, alleging that the European Commission misapplied Article 107(3)(b) TFEU by finding that the aid addresses a serious disturbance in the Belgian economy, and by violating its obligation to weigh the beneficial effects of the aid against its adverse effects on trading conditions and the maintenance of undistorted competition (i.e., the 'balancing test').

3. Third plea in law, alleging that the decision violates the general principles of non-discrimination, free provision of services and free establishment.