

Action brought on 13 February 2002 by S.A. Global Electronic Finance Management against the Commission of the European Communities

(Case T-29/02)

(2002/C 118/43)

(Language of the case: English)

An action against the Commission of the European Communities was brought before the Court of First Instance of the European Communities on 13 February 2002 by S.A. Global Electronic Finance Management, represented by Mr Matthias E. Storme and Ms Ann Gobien of Keuleneer, Storme, Vanneste, Van Varenbergh, Verhelst, Brussels (Belgium).

The applicant claims that the Court should:

- declare the application admissible and well-founded;
- order the Commission to pay to the applicant the equivalent in Euro of the sum of 40 693 ECU;
- declare the Commission's attempt to recover from the applicant the sum of 273 516 ECU unfounded and therefore order the Commission to issue a 'credit note' for the amount of 273 516 ECU;
- order the Commission to pay the costs of the proceedings.

Pleas in law and main arguments

The object of the present application, pursuant to an arbitration clause within the meaning of Article 238 [ex Article 181] of the EC Treaty, is an order requiring the Commission, representing the European Community, to pay the Applicant the sum of 40 693 ECU, in respect of the execution of a contract concluded under the ESPRIT-Programme, aiming to stimulate the development of financial infrastructure, systems and transaction mechanisms necessary for the successful growth of electronic commerce within the European Union. The Law of Belgium is the applicable law.

In support of its conclusions, the applicant submits as follows:

- It executed its contractual tasks correctly, as stated repeatedly by the Commission during the project execution and confirmed by the final Review Report. The amount of the account submitted by the applicant to the Commission for payment was justified and well documented. There should be accordingly no grounds on which the Commission may claim repayment of any amount.

- There is no proof of any payment having been made in error by the Commission.
- The Commission communicated for the first time its change of position in respect of acceptance of the project costs only six months after the completion of the project, and three months after the Final Review Report. By so doing, the defendant did not communicate its objections within a reasonable time.
- The Commission has not complied with the general principles of protection of legitimate expectations, of due process and of execution of a contract 'in good faith'.

Action brought on 22 February 2002 by Ricosmos B.V. against the Commission of the European Communities

(Case T-53/02)

(2002/C 118/44)

(Language of the case: Dutch)

An action against the Commission of the European Communities was brought before the Court of First Instance of the European Communities on 22 February 2002 by Ricosmos B.V., established at Delfzijl (Netherlands), represented by Martijn Hendrik Fleers, Michel Chatelin and Pierre Metzler, lawyers, with an address for service in Luxembourg.

The applicant claims that the Court should:

- (1) annul the Commission's decision C(2001) 3663 final of 16 November 2001 in Case REM 09/00;
- (2) order the Commission to pay the costs.

Pleas in law and main arguments

The applicant is the grantee of various customs permits enabling it to organise Community transit. In that context, the applicant organised various shipments of cigarettes to the Czech Republic under the rules governing external Community transit. In the case of certain of those shipments, dating from 1994, it subsequently became apparent that fraud had been committed by third parties.