

or at the very least confidential, information by the representative of the European Commission in Marseille;

- order the defendant to pay all the recoverable costs, which amounts to EUR 10 000.

Pleas in law and main arguments

The applicant claims that, during a meeting in Marseille on 23 January 2003, a representative of the defendant divulged deceitful or at the very least confidential information. Such disclosure resulted in damage for which it seeks compensation in the present application. In support of its arguments, the applicant alleges non-contractual liability of the defendant in the context of Article 288 EC and alleged breach of the confidentiality obligation imposed on the representative of the defendant by Article 287 EC.

Action brought on 7 February 2003 by Giorgio Lebedef and Others against Commission of the European Communities

(Case T-44/03)

(2003/C 101/73)

(Language of the case: French)

An action against the Commission of the European Communities was brought before the Court of First Instance of the European Communities on 7 February 2003 by Giorgio Lebedef, residing in Senningerberg (Luxembourg), and 49 other officials, represented by Gilles Bounéou, lawyer, with an address for service in Luxembourg.

The applicants claim that the Court should:

- annul the decision of the competent hierarchical authority changing, in respect of 1993, 1994 and 1995 or the period within those years during which the applicants were officials of the Commission in Luxembourg, the procedure for calculating the annual expense of travelling to Greece in respect of the journey via Brindisi, as taken into consideration for certain destinations;

alternatively,

- annul the decision of the competent hierarchical authority to reimburse, in respect of 1993, 1994 and 1995 or the period within those years during which the applicants

were officials of the Commission in Luxembourg, the cost of the sea passage from Brindisi to various Greek frontier posts (Corfu, Igoumenitsa, Patras) on the basis of an 'aircraft type seat' ticket;

- annul all the applicants' reimbursement statements implementing the decisions annulment of which is sought;
- pay the applicants the entire amount which is outstanding as a result of the implementation of the decisions annulment of which is sought, together with interest at the legal rate;
- order the Commission to pay the costs, expenses and fees incurred.

Pleas in law and main arguments

In the present case, the applicants seek the annulment of the decision of the Commission changing the procedure for calculating the annual expense of travelling to Greece.

In support of the (main and alternative) arguments for annulment, the applicants essentially rely on six pleas in law alleging, first, infringement of Article 71 of the Staff Regulations and of Articles 7 and 8 of Annex VII thereto; second, breach of the principle of non-discrimination; third, infringement of the rights of the defence; fourth, breach of the principle that arbitrary procedures are prohibited and of the obligation to provide a statement of reasons; fifth, breach of the principle of the protection of legitimate expectations and of the rule 'patere legem quam ipse fecisti'; and sixth, breach of the duty to have regard for the welfare and interests of officials.

Action brought on 6 February 2003 by Riva Acciaio S.p.A. against the Commission of the European Communities

(Case T-45/03)

(2003/C 101/74)

(Language of the case: Italian)

An action against the Commission of the European Communities was brought before the Court of First Instance of the European Communities on 6 February 2003 by Riva Acciaio S.p.A., represented by Aurelio Pappalardo, Massimo Merola, Maurizio Pappalardo and Federica Martin, lawyers.