

Pleas in law and main arguments

Community trade mark concerned: The figurative mark consisting of a representation of a dog for goods in classes 16, 18, and 25 — Community trade mark No 339 218

Decision of the Trade Marks and Register Department: Refusal of the application for *restitutio in integrum*

Decision of the Board of Appeal: Dismissal of the appeal

Pleas in law: Infringement of Article 47 of Council Regulation No 40/94 as renewal of the Community trade mark is permitted not only to the proprietor of such or to its professional representative; the Board of Appeal erred in law and in its assessment of the facts in holding that the Applicant and its authorised representative had failed to exercise due care in the circumstances; the Board of Appeal erred in law in holding that it was careless of the Applicant to appoint Computer Patent Annuities Limited, a trade marks renewals agency, to renew its marks.

— order the European Commission to pay the costs.

Pleas in law and main arguments

The applicant seeks the declaration that the Commission failed to annul the decision taken by the Office for Harmonisation in the Internal Market (OHIM) awarding multiple framework contracts under the tender procedure AO/026/06 of the OHIM on 'E-Alicante: consultancy services, audits and studies' ⁽¹⁾ and that it has failed to terminate the corresponding specific contracts under the framework.

The pleas in law and main arguments raised by the applicant are identical to those raised in Case T-176/08 *Infeurope v Commission*.

⁽¹⁾ OJ 2006/S 210-223510.

Action brought on 13 May 2008 — Infeurope v Commission

(Case T-188/08)

(2008/C 171/91)

Language of the case: English

Parties

Applicant: Infeurope SA (Luxembourg, Luxembourg) (represented by: O. Mader, lawyer)

Defendant: Commission of the European Communities

Form of order sought

- declare that the European Commission has failed to annul the decision of awarding the framework contracts under the call for tenders procedure AO/026/06 of the OHIM on consultancy services, audits and studies;
- declare that the European Commission has failed to terminate the specific contracts concluded under the said framework contracts;
- order the European Commission to pay to the applicant the sum of EUR 35 950 plus 4 % interest on the amount of EUR 33 050 from 19 December 2006, plus 4 % interest on the amount of EUR 2 900 from 14 December 2007; respectively 8 % interest on sum of EUR 35 950 from the date of judgment;
- order the European Commission to pay to the applicant the sum of EUR 646 631,27, plus 4 % interest on the said sum from 14 May 2008, respectively 8 % interest on the said sum from the date of judgment;
- order the European Commission to produce certain documents relating to the procedure for evaluating the tenders;

Order of the Court of First Instance of 7 May 2008 — Germany and Deutsche Post v Commission

(Case T-490/04 and T-493/04) ⁽¹⁾

(2008/C 171/92)

Language of the case: German

The President of the Court of First Instance (Seventh Chamber) has ordered that the case be removed from the register.

⁽¹⁾ OJ C 31, 5.2.2005.

Order of the Court of First Instance of 5 May 2008 — Fränkischer Weinbauverband v OHIM (three-dimensional mark 'Bocksbeutel')

(Case T-180/06) ⁽¹⁾

(2008/C 171/93)

Language of the case: German

The President of the Fifth Chamber has ordered that the case be removed from the register.

⁽¹⁾ OJ C 212, 2.9.2006.