Form of order sought

— Declare that the Commission is liable for infringement of the principles of transparency, proper administration, non-discrimination and equal treatment in connection with the recruitment procedure which took place following the vacancy notice for a post as a 'Pre-enlargement Adviser and Political Rapporteur' based in Sofia, in May 2003;

— Order the Commission to make good, on the basis of the second paragraph of Article 288 of the Treaty establishing the European Community, the damage which it caused to the applicant;

— Accordingly, order the Commission to pay to the applicant the amount of EUR 180 000 as damages for the loss sustained;

— Order the Commission to pay the amount of EUR 10 000 in respect of non-material damage sustained by the applicant;

— Order the Commission of the European Communities to pay the costs and expenses.

Pleas in law and main arguments

In 2003, the applicant applied for a local member of staff's post as a 'Pre-enlargement Adviser' in Sofia. His application was rejected at the preliminary selection stage on account of his dual Franco-Bulgarian nationality as only candidates who had the nationality of a Member State were eligible for the vacant post.

During the recruitment procedure and after the rejection of his application, the applicant unsuccessfully requested more information regarding the procedure and the reasons for the rejection of his application. He then brought the matter before the European Ombudsman, who concluded that there had been maladministration and infringement of the principle of non-discrimination or of equal treatment on the part of the Commission.

By the present action, the applicant requests that the Court of First Instance declare that the Commission is non-contractually liable for infringement of the principles of transparency, proper administration, non-discrimination and equal treatment in connection with the recruitment procedure in question.

Action brought on 13 May 2008 — DEI v Commission

(Case T-169/08)

(2008/C 183/47)

Language of the case: Greek

Parties

Applicant: Dimosia Epikhirisi Ilektrismou A.E. (Athens, Greece) (represented by: P. Anestis, lawyer)

Defendant: Commission of the European Communities

Form of order sought

— annul the contested decision;

— order the defendant to pay the costs.

Pleas in law and main arguments

By this action, the applicant seeks the annulment of Commission Decision C(2008) 824 final of 5 March 2008 relating to the grant or retention in force by the Hellenic Republic of rights for the mining of lignite in favour of Dimosia Epikhirisi Ilektrismou (Public Power Corporation).

The applicant puts forward the following pleas for annulment.

The applicant submits, first, that the defendant erred in law when applying Article 86(1) EC in conjunction with Article 82 EC, and made a manifest error of assessment.

Specifically, according to the applicant the defendant erred (i) with regard to the definition of the relevant markets; (ii) with regard to application of the theory of extension of a dominant position, since it did not take into account that, even in the case of public undertakings, the extension must be based on State measures that grant exclusive or special rights; (iii) because the Greek legislation on the basis of which the applicant acquired rights in respect of the exploitation of lignite does not lead to a situation of unequal opportunity to the detriment of competitors; (iv) since the aforementioned legislation does not lead to the maintenance or strengthening of the applicant's dominant position in the wholesale electricity market; and (v) by reason of a manifest error of assessment in not taking into account the recent developments in the Greek electrical energy market inasmuch as they were important for proving the absence of an infringement.

Under the second plea for annulment, the applicant submits that, in issuing the contested decision, the defendant did not comply with the rules laid down by Article 253 EC that govern the statement of reasons.

Under the third plea for annulment, the applicant submits that the contested decision infringes the general principles of legal certainty, of the protection of legitimate expectations and of the protection of property. The applicant further contends that it falls to the Court to rule whether the defendant misused its powers.

Finally, under the fourth plea for annulment, the applicant submits that the defendant did not comply with the principle of proportionality as regards the corrective measures proposed by the contested decision.

Action brought on 15 May 2008 — Commission v Cooperação e Desenvolvimento Regional, SA

(Case T-174/08)

(2008/C 183/48)

Language of the case: Portuguese

Parties

Applicant: Commission of the European Communities (represented by: M. Afonso, acting as Agent)

Defendant: Cooperação e Desenvolvimento Regional, SA

Form of order sought

— Order the defendant to reimburse the Commission a principal amount of EUR 63 349,27, plus a sum of EUR 28 940,70 in late payment interest until 5 May 2008;

— order the defendant to pay late payment interest from 6 May 2008 at a daily rate of EUR 10,91 until full repayment of the debt has been made;

— order the defendant to pay the costs.

Pleas in law and main arguments

The present action was brought under Article 238 EC.

Within the framework of the project 'European Network of Centres for the Advancement of Telematics in Urban and Rural Areas' (ENCATA), the European Community, represented by the Commission, entered into contract No SU 1001 (SU) ENCATA with 12 contractors, among which the defendant.

In accordance with the provisions of that contract the Commission undertook to grant financial assistance to the group of contractors, among which the defendant, for the development of that project.

The project was set to last for 18 months.

Work was started on the project on 1 January 1996.

The Commission undertook to finance up to 50 % of the total cost of the project.

On 25 September 1997 the parties agreed to a first revision of the contract.

The duration of the project increased from 18 months to 36 months, with a starting date of 1 January 1996.

On 29 June 1998 the parties agreed to a second revision of the contract, following which the duration of the project was reduced from 36 to 30 months, and the starting date of 1 January 1996 remained unchanged.

The final costs of the project approved by the Commission were lower than the advances made by the latter within the context of contract No SU 1001 (SU) ENCATA.

Consequently, the Commission sought reimbursement of the advances made in excess of the costs incurred.

The sum owed by the defendant amounts to EUR 63 349,27 plus late payment interest.

For years the Commission has incessantly been reminding the defendant of its debt and has sent it numerous requests for payment. The defendant, for its part, has acknowledged its debt on numerous occasions and has stated its intention to repay it as soon as possible, but up until now it has not made any payment whatsoever to the Commission of the debt and the late payment interest in respect of the advances made in excess of the framework of the ENCATA project.

Action brought on 9 May 2008 — Liga para a protecção da natureza v Commission of the European Communities

(Case T-186/08)

(2008/C 183/49)

Language of the case: Portuguese

Parties

Applicant: Liga para a protecção da natureza (LPN) (Lisbon, Portugal) (represented by: P. Vinagre e Silva, lawyer)

Defendant: Commission of the European Communities