

**Judgment of the Court of First Instance of 12 November 2008 — ecoblue v OHIM — Banco Bilbao Vizcaya Argentaria (Ecoblue)**

(Case T-281/07) <sup>(1)</sup>

*(Community trade mark — Opposition proceedings — Application for the Community word mark Ecoblue — Earlier Community word mark BLUE — Relative ground for refusal — Likelihood of confusion — Similarity of the signs — Article 8(1)(b) of Regulation (EC) No 40/94)*

(2009/C 6/54)

Language of the case: English

**Parties**

*Applicant:* ecoblue AG (Munich-Bogenhausen, Germany) (represented by: C. Osterrieth and T. Schmitz, lawyers)

*Defendant:* Office for Harmonisation in the Internal Market (Trade Marks and Designs) (represented by: D. Botis, acting as Agent)

*Other party to the proceedings before the Board of Appeal of OHIM:* Banco Bilbao Vizcaya Argentaria, SA (Madrid, Spain)

**Re:**

Action brought against the decision of the First Board of Appeal of OHIM of 25 April 2007 (Case R 844/2006-1), concerning opposition proceedings between Banco Bilbao Vizcaya Argentaria, SA and ecoblue AG.

**Operative part of the judgment**

*The Court:*

1. Dismisses the action;
2. Orders ecoblue AG to pay the costs.

<sup>(1)</sup> OJ C 235, 6.10.2007.

**Judgment of the Court of First Instance of 19 November 2008 — Commission v B2 Test**

(Case T-317/07) <sup>(1)</sup>

*(Arbitration clause — Contract concluded in the framework of the specific programme for research and technological development, including demonstration, in the field of industrial and materials technologies (1994-1998) — Breach of contract — Repayment of balance of advance paid by the Commission)*

(2009/C 6/55)

Language of the case: French

**Parties**

*Applicant:* Commission of the European Communities (represented by: L. Escobar Guerrero, Agent, assisted by E. Boutier and J. Marthan, lawyers)

*Defendant:* B2 Test SA (Gardanne, France) (represented by: M. Baffert, lawyer)

**Re:**

Application under Article 238 EC seeking to obtain repayment of the balance of the advance paid by the European Community, plus late-payment interest thereon, in the framework of the contract BRST-CT-98-5452, and the payment of damages with interest.

**Operative part of the judgment**

*The Court:*

1. Orders B2 Test SA to repay to the Commission the principal sum of EUR 43 437,94, increased by late-payment interest at the statutory annual rate applicable in France, from 31 July 2002 until the debt has been paid in full;
2. Dismisses the action as to the remainder;
3. Orders B2 Test to pay the costs.

<sup>(1)</sup> OJ C 269, 10.11.2007.

**Judgment of the Court of First Instance of 25 November 2008 — Caisse fédérale du Crédit mutuel Centre-Est Europe v OHIM (SURFCARD)**

(Case T-325/07) <sup>(1)</sup>

*(Community trade mark — Application for Community word mark SURFCARD — Absolute ground for refusal — Partially descriptive character — Article 7(1)(c) of Regulation (EC) No 40/94)*

(2009/C 6/56)

Language of the case: French

**Parties**

*Applicant:* Caisse fédérale du Crédit mutuel Centre-Est Europe (CFCMCEE) (Strasbourg, France) (represented by: P. Greffe, J. Schouman and L. Paudrat, lawyers)

*Defendant:* Office for Harmonisation in the Internal Market (Trade Marks and Designs) (represented by: A. Folliard-Monguiral, Agent)

**Re:**

Action brought against the decision of the First Board of Appeal of OHIM of 14 June 2007 (Case R 1130/2006-1) concerning an application for registration of the word sign SURFCARD as a Community trade mark.