

**Order of the President of the Court of First Instance of 2 July 2009 — *Insula v Commission***

(Case T-246/09 R)

**(Application for interim measures — Debit notes — Application for suspension of operation — Failure to comply with formal requirements — Inadmissibility)**

(2009/C 205/72)

*Language of the case: French*

**Parties**

*Applicant:* Conseil scientifique international pour le développement des îles (*Insula*) (Paris, France) (represented by: P. Marsal and J.-D. Simonet, lawyers)

*Defendant:* Commission of the European Communities

**Re:**

Application for suspension of the operation of two debit notes requiring the repayment of sums of money paid to the applicant under subsidy contracts

**Operative part of the order**

1. *The application for interim measures is dismissed.*
2. *Costs are reserved.*

**Action brought on 19 May 2009 — *Balfe and Others v Parliament***

(Case T-219/09)

(2009/C 205/73)

*Language of the case: French*

**Parties**

*Applicant:* Richard Balfe (Newmarket, United Kingdom), C (Milan, Italy), C (Madrid, Spain), C (Lancashire, United Kingdom), C (Gnobkummerfeld, Germany), C (Longré, France), C (Saint-Martin de Crau, France), C (Bregenz, Austria), C (West Yorkshire, United Kingdom), C (Marseille, France), C (Rudsebheim, Germany), C (Devon, United Kingdom), C (Barcelona, Spain), C (Paris, France), C (Wexford, Ireland), C (Bozen, Italy), C (Madrid), C (Porto, Portugal), C (Iaf Nennhau, United Kingdom), C (Milan), C (Limonest, France), C (Colares-Sintra, Portugal), C (Benfica do Ribatejo, Portugal), C (Saint-Étienne, France), C (Cournon-d'Auvergne, France) C (Lutterworth, Leics, United Kingdom), C (Cumbria, United Kingdom), C (Oxfordshire, United Kingdom), C (Bratislava, Slovakia), C (Poland), C (Warsaw, Poland), C (Radom, Poland), C (Boulogne-Billancourt, France), C (Helsinki, Finland), C (Lyon,

France), C (Athens, Greece), C (Funchal, Portugal), C (London, United Kingdom), C (Le Val-d'Ajol, France), C (Tallinn, Estonia), C (Glasgow, United Kingdom), C (Riom, France), C (Hampshire, United Kingdom), C (Coventry, United Kingdom), C (Helsinki), C (Cracow, Poland), C (Pamplona, Spain), C (Scotland, United Kingdom), C (Lisbon, Portugal), C (Lisbon), C (Paris), C (Budapest, Hungary), C (Maia, Portugal), C (Bielsko-Biala, Poland), C (Wetherby, United Kingdom), C (La Possession, France), C (Cornwall, United Kingdom), C (Epernay, France), C (Bolton, United Kingdom), C (Kępno, Poland), C (Amsterdam, Netherlands), C (Palermo, Italy), C (Kent, United Kingdom), C (Bedfordshire, United Kingdom) C (Warsaw), Pension Fund — Members of the European Parliament (Luxembourg, Luxembourg) (represented by: S Orlandi, A Coolen, J.-N. Louis and E. Marchal, lawyers)

*Defendant:* European Parliament

**Form of order sought**

- annul the decision adopted by the Bureau of the Parliament of 9 March and 3 April 2009 amending the Additional Voluntary Pension Scheme for Members of the European Parliament;
- order the Parliament to pay the costs.

**Pleas in law and main arguments**

By the present action, the applicants seek the annulment of the decisions of the Bureau of the European Parliament of 9 March and 3 April 2009 amending the rules on the Additional (Voluntary) Pension Scheme in Annex VIII of the Rules governing the payment of expenses and allowances to Members of the European Parliament. The amendments essentially concern the withdrawal of the possibility to take early retirement from age 50 and the possibility to receive the pension as a lump sum, and the raising of the retirement age from 60 to 63 years.

In support of their action, the applicants rely as to the substance on four pleas:

- the Parliament is not competent to unilaterally amend the terms of the contract governing the terms and conditions for joining the Additional Voluntary Pension Scheme;
- infringement of acquired rights and the principles of equal treatment, proportionality and legal certainty by failing to comply, in particular, with the clear wording of the Statute of Members of the European Parliament and by failing to provide for any transitional measures;
- errors in the grounds and reasons in the statements of reasons of the contested acts, as far as concerns the legal regime of that specific, supplementary and optional type of pension scheme as regards the management and the financial position of the pension fund;
- infringement of the principle that obligations should be performed in good faith and that purely arbitrary clauses are null and void by unilaterally and retroactively amending the terms of the contract and by failing to provide for compensation.