for the adoption of the definitive measures. The Commission also changed the period of validity of the measures without stating reasons while it did not allow the applicants to access to the non-confidential file in a timely manner nor did it allow sufficient time for the applicants to submit comments on the definitive disclosure.

Action brought on 15 May 2013 — Marquis Energy v Council

(Case T-277/13)

(2013/C 226/20)

Language of the case: English

Parties

Applicant: Marquis Energy LLC (Hennepin, United States) (represented by: P. Vander Schueren, lawyer)

Defendant: Council of the European Union

Form of order sought

The applicant claims that the Court should:

— Annul Council Implementing Regulation (EU) No 157/2013 of 18 February 2013 imposing a definitive anti-dumping duty on imports of bioethanol originating in the United States of America (OJ L 49 of 22.2.2013, p. 10), in so far as it affects the applicant; and

— Order the Council to pay the costs of incurred by the applicant in relation to these proceedings.

Pleas in law and main arguments

In support of its action, the applicant relies on the following ten pleas in law.

1. First plea in law, alleging that the Commission acted contrary to the Basic Regulation, since it opted for a countrywide duty and refused to calculate an individual dumping duty, despite the fact that it had all the information it needed to do so. In this regard, the applicants note that the Commission committed a manifest error of assessment of the relevant facts, an error in law, failed to state reasons for its conclusions, breached its duty of care and violated the rights of defence as well as the principle of legal certainty and legitimate expectations of the applicant.

2. Second plea in law, alleging that the Commission's failure to adjust the export price when calculating the dumping margin, by not making an upward adjustment to export prices for blends of the blender concerned, constitutes a manifest error in the assessment of the relevant facts and an error in law.

3. Third plea in law, alleging that the Commission committed a manifest error of assessment of the relevant facts and infringed the Basic Regulation and the principle of non-discrimination by overestimating the volume of imports of bioethanol from the US and by not treating these imports in a similar way to third country imports of the same product.

4. Fourth plea in law, alleging that the Commission committed a manifest error of assessment and violated the Basic Regulation when performing injury margin calculations.

5. Fifth plea in law, alleging that the Commission committed manifest errors of assessment and infringed the Basic Regulation by basing its material injury determination on a Union industry that does not manufacture a like product and by defining the Union industry before defining the like product.

6. Sixth plea in law, alleging that the Contested Regulation is flawed as a result of manifest errors of assessment and errors of law since the material injury it provides for is determined on data pertaining to a non-representative sample of Union producers.

7. Seventh plea in law, alleging that the Commission committed a manifest error of assessment by concluding that other causes of material injury do not break the causal link between the targeted imports and alleged injury to the Union industry.

8. Eighth plea in law, alleging that the Council erred in law and violated the principle of proportionality by adopting a dumping measure which is not necessary.

9. Ninth plea in law, alleging that the Commission committed errors in law and breached the principles of sound administration and non-discrimination by considering that the investigation into US origin bioethanol was based on an adequate complaint, when the latter did not satisfy the requirements set by the Basic Regulation.

10. Tenth plea in law, alleging that the Commission committed multiple violations of the rights of defence of the applicant and failed to state reasons in the adoption of the Contested Regulation, given that the definitive disclosure on which it is based did not contain essential facts and considerations for the adoption of the definitive measures. The Commission also changed the period of validity of the measures without stating reasons while it did not allow the applicant to access to the non-confidential file in a timely manner nor did it allow sufficient time for the applicant to submit comments on the definitive disclosure.

Action brought on 24 May 2013 — Ledra Advertising v Commission and ECB

(Case T-289/13)

(2013/C 226/21)

Language of the case: English

Parties

Applicant: Ledra Advertising Ltd (Nicosia, Cyprus) (represented by: C. Paschalides, Solicitor, and A. Paschalides, lawyer)

Defendants: European Central Bank and European Commission

Form of order sought

The applicant claims that the Court should:

— Order compensation in the sum of EUR 958 920,00 on the basis that the conditions required under the Memorandum of Understanding of 26 April 2013 between Cyprus and the Defendants at paragraphs 1.23 to 1.27 were pregnant with requirements in flagrant violation of a superior law for the protection of the individual, namely: article 17 of the Charter of Fundamental Rights of the European Union and article 1 of Protocol 11 of the European Convention of Human Rights;

— Declare the relevant conditions void and order an urgent review of the financial assistance instruments under article 14 to 18 of the Treaty establishing the European Stability Mechanism ('ESM Treaty') pursuant to Article 19 in light of the court's judgment with a view to changes in order to comply with the judgment of the court; and

— To the extent that compensation under the first head of claim does not cater for the fact that the relevant conditions would stand annulled, an order for compensation for breach of article 263 TFEU.

Pleas in law and main arguments

In support of the action, the applicant relies on five pleas in law.

1. First plea in law, alleging that the relevant conditions in the Memorandum of Understanding were pregnant with requirements that were 'in flagrant violation of a superior rule of law for the protection of the individual' ([1]) because:

   — The said rule of law is superior because it is a law contained the Charter and the ECHR;

   — By Article 51(1) of the Charter and 6.2 TEU the defendants are obliged to respect and uphold fundamental rights guaranteed by the Charter and the ECHR; and

   — Bank deposits are property within the meaning of the said article 17 of the Charter and article 1 of Protocol 11 of the ECHR.

2. Second plea in law, alleging that the violations below taken together were so extensive as to amount to a flagrant violation of a superior law, as follows:

   — At the time the applicant was deprived of its bank deposits there were no 'conditions provided for by law' in place in the *acquis* dealing with deprivation of bank deposits contrary to the Charter and Protocol;

   — The applicant was deprived of its deposits without 'fair compensation being paid in good time' contrary to article 17 of the Charter and article 1 of the Protocol;

   — Deprivation of deposits is *prima facie* unlawful unless 'subject to the principle of proportionality… it is necessary and genuinely meets objectives of general interest recognised by the EU or the need to protect the rights and freedoms of others.' ([2]);

   — The competing public interest in preventing panic and a run on the banking system, short and medium term, was not considered in evaluating the public interest under Article 17 of the Charter and Article 1 of the Protocol;

   — The aim was not to damage or penalise Cyprus but to benefit it and the euro area by providing stability support and thereby alleviating not destabilising its financial institutions and economic viability; and