

Community trade mark concerned: Figurative mark with the word elements '100% Capri' for goods in Classes 3, 18 and 25

Proprietor of the mark or sign cited in the opposition proceedings: Cantoni ITC SpA

Mark or sign cited in opposition: Figurative mark containing the word element 'CAPRI' and national word mark 'CAPRI' for goods in Classes 3, 18 and 25

Decision of the Opposition Division: Opposition upheld

Decision of the Board of Appeal: Dismissed the appeal in part

Pleas in law: Infringement of Article 8(1)(b) of Regulation No 207/2009

Action brought on 28 March 2014 — Vanbreda Risk & Benefits v Commission

(Case T-199/14)

(2014/C 159/49)

Language of the case: French

Parties

Applicant: Vanbreda Risk & Benefits (Anvers, Belgium) (represented by: P. Teerlinck and P. de Bandt, lawyers)

Defendant: European Commission

Form of order sought

- Annul the decision of the European Commission of 30 January 2014 (Ref. Ares(2014)221245) by which the Commission decided not to accept the bid of VANBREDA RISK & BENEFITS SA for lot 1 of contract 2013/S 155-269617 (call for tenders No OIB.DR.2/PO/2013/062/591) and to award it to the company Marsh SA;
- Order production of the documents referred to in Chapter III (measures of organisation of procedure) of the present application;
- Find that the Commission has incurred non-contractual liability and order the Commission to pay the applicant the amount of EUR 1 000 000 as compensation in respect of loss of an opportunity to win the contract, for the loss of references and for the non-material damage suffered;
- In any event, order the Commission to pay the costs of the proceedings.

Pleas in law and main arguments

In support of the action, the applicant puts forward a single plea in law, alleging that the award of the contract by the Commission to a company that did not, in disregard of the tender specifications, enclose with its bid an Agreement/Assignment by which all of the insurers included in the consortium undertook to execute the contract jointly and severally.

This plea in law is divided into three parts alleging that the Commission:

- Infringed the principle of equality of tenderers, Articles 111(5) and 113(1) of the Financial Regulation⁽¹⁾ and Articles 146(1) and (2), 149(1), and 158(1) and (3) of the implementing regulation⁽²⁾ and the provisions of the tender specifications by declaring the bid of Marsh to be compliant even though it did not include the Agreement/Assignment duly signed by all the insurers included in the consortium in accordance with the provisions of the specifications;
- Infringed the principle of equal treatment of tenderers and Articles 112(1) of the Financial Regulation and Article 160 of the implementing regulation by allowing Marsh to modify its bid after the final date for the submission of tenders;

— Infringed the principle of transparency, read in conjunction with Article 102(1) of the Financial Regulation, by refusing to give a definitive answer to the question submitted by the applicant in order to find out whether the Agreement/Assignment had been signed by all the insurers participating in the Marsh consortium and whether that document had been enclosed with the Marsh bid.

⁽¹⁾ Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002, (OJ 2012 L 298, p. 1).

⁽²⁾ Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (OJ 2012 L 362, p. 1).

Order of the General Court of 24 March 2014 — High Tech v OHIM — Vitra Collections (Shape of a chair)

(Case T-161/11) ⁽¹⁾

(2014/C 159/50)

Language of the case: English

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

⁽¹⁾ OJ C 139, 7.5.2011.
