— In this connection the appellant submits, inter alia, that the Civil Service Tribunal examined only whether the setting of the objectives would give rise to binding legal effects for the official's future appraisal, instead of examining whether the setting of objectives would per se give rise to binding legal effects for the appellant, a question which should, in any event, have been answered in the affirmative. The appellant submits that the Civil Service Tribunal confused the setting of objectives with his appraisal. In addition, it would be contrary to the duty to have regard for the welfare of officials and the principle of proportionality and thus to the principle of the rule of law, if an official could be made subject for a whole year to unreasonable working conditions due to unreasonable objectives without being able to defend himself against this directly.

2. Second ground of appeal: infringement of the fundamental right to effective legal protection under Article 6(1) ECHR and Article 47 of the Charter of Fundamental Rights

— The appellant submits that there is infringement of the fundamental right to effective legal protection due to the lack of a substantive examination. He puts forward that he submitted that other fundamental rights had been infringed and that such an infringement always also constitutes an act with adverse effects under Article 90(2) of the Staff Regulations. The reference to proceedings in respect of the subsequent appraisal infringes the fundamental right to effective legal protection.

3. Third ground of appeal: infringement of the laws of logic

— Here the appellant submits that the categorisation of the setting of objectives as a merely preparatory measure for the appraisal constitutes an infringement of the laws of logic.

— The same applies to the Tribunal's statement that the setting of an objective may, under certain conditions, also be regarded as an act with adverse effects for the purposes of Article 90(2) of the Staff Regulations. It is precisely the examination of those conditions, however, which constitutes an examination of the merits. The Civil Service Tribunal thus acknowledges the need for a judicial remedy, which it then, however, inconsistently, refuses as inadmissible.

Action brought on 7 March 2014 — Calberson GE v Commission

(Case T-164/14)

(2014/C 184/54)

Language of the case: French

Parties

Applicant: Calberson GE (Villeneuve-la-Garenne, France) (represented by: T. Gallois and E. Dereviankine, lawyers)

Defendant: European Commission

Form of order sought

The applicant claims that the Court should:

— order the European Commission to pay it the following amounts:

  — financial costs generated by the late release of supply securities: EUR 7 691.60 including tax;

  — default interest to run from the due date of the transport invoices to the time of their effective payment: EUR 81 817.25 excluding tax and USD 6 344.17;

  — 'default interest on default interest': 2% per month of late payment of the aforementioned default interest (EUR 81 817.25 excluding tax and USD 6 344.17);

  — balance of one transport invoice: EUR 17 400 including tax;

  — differential of one rate of exchange: EUR 30 580.41 including tax;

— order the European Commission to pay the costs.

Pleas in law and main arguments

The applicant was, pursuant to Regulations Nos 111/1999 ([1]) and 1799/1999, ([2]) awarded a contract relating to the transport of beef to the Russian Federation under the programme to supply agricultural products to that country.

Following the judgment of the Court of Justice of 17 January 2013 in Case C-623/11 *Geodis Calberson GE* (not yet published in the ECR), which conferred upon the European Union courts jurisdiction to rule on actions for compensation for damage suffered as a result of misconduct by the national intervention agency, the applicant seeks compensation for the damage it suffered in the performance of that contract.

The applicant thus argues that the national intervention agency committed acts of misconduct — namely (i) the late release of securities for performance of the contract supplied by the applicant (ii) the late payment of uncontested invoices, (iii) the non-payment of certain uncontested invoices and (iv) the settlement of certain invoices in a currency other than that stipulated in the contract — causing the applicant to suffer damage.

([1]) Commission Regulation (EC) No 111/1999 of 18 January 1999 laying down general rules for the application of Council Regulation (EC) No 2802/98 on a programme to supply agricultural products to the Russian Federation (OJ 1999 L 14, p. 3).

([2]) Commission Regulation (EC) No 1799/1999 of 16 August 1999 on the supply of beef to Russia (OJ 1999 L 217, p. 20).

Action brought on 14 March 2014 — Front Polisario v Council

(Case T-180/14)

(2014/C 184/55)

Language of the case: French

Parties

Applicant: Front populaire pour la liberation de la saguia-el-hamra et du rio de oro (Front Polisario) (Laâyoune) (represented by: G. Devers, lawyer)

Defendant: Council of the European Union

Form of order sought

The applicant claims that the Court should:

— declare its action for annulment to be admissible;

— annul the decision of the Council;

— order the Council to pay the costs.

Pleas in law and main arguments

The applicant relies on 12 pleas in law in support of its action against Council Decision 2013/785/EU of 16 December 2013 on the conclusion, on behalf of the European Union, of the Protocol between the European Union and the Kingdom of Morocco setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Union and the Kingdom of Morocco. ([1])

The applicant considers that, as representative of the Sahrawi people, it is directly and individually affected by that act.

1. First plea in law, alleging breach of the obligation to state reasons, the contested decision not permitting an understanding of how the Council integrated into its decision-making process the fact that the Western Sahara is a non-self-governing territory occupied by the Kingdom of Morocco.

2. Second plea in law, alleging breach of the principle of consultation, the Council having taken the contested decision without consulting the applicant, whereas international law requires that the exploitation of natural resources of a people of a non-self-governing territory be conducted in consultation with its representatives. The applicant argues that it is the sole representative of the Sahrawi people.