

*Pleas in law:*

- Infringement of Article 75 of Regulation No 207/2009;
- Infringement of Article 7(1)(c) of Regulation No 207/2009;
- Infringement of Article 7(1)(b) of Regulation No 207/2009.

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**Action brought on 11 April 2014 — Mammoet Salvage v Commission**

**(Case T-234/14)**

(2014/C 184/59)

*Language of the case: Dutch*

**Parties**

*Applicant:* Mammoet Salvage BV (Rotterdam, Netherlands) (represented by: P. Kuypers and A. Schadd, lawyers)

*Defendant:* European Union, represented by the European Commission

**Form of order sought**

The applicant claims that the General Court should:

- primarily, rule that the European Union and/or the European Commission failed to act;
- in the alternative, order the European Union and/or the European Commission to pay the amounts owed to the applicant;
- in the further alternative, order the European Union and/or the European Commission to pay compensation to the applicant for the harm suffered;
- in all three cases, stay the proceedings, pursuant to Article 77 of the Court's Rules of Procedure, until three months after the applicant has received the arbitration decision;
- order the European Union and/or the European Commission to pay the costs of the proceedings and the extrajudicial expenses.

**Pleas in law and main arguments**

In 2010, the applicant secured a tender for the removal of 74 shipwrecks from a harbour in Mauritania within the framework of the European Development Fund. The contract, which was concluded between Mauritania and the applicant, was, with regard to the financing, endorsed by the Ambassador and Head of the European Union delegation in Mauritania on behalf of the European Commission. While the defendant did not, through that endorsement, become a party to the contract, it assumed the obligation to pay for the works carried out.

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

1. First plea in law, alleging failure to act on the part of the defendant.

The contract between the applicant and Mauritania contains a provision stipulating that the European Union's payment obligations end at the latest 18 months after the expiry of the period set for performance of the works. The applicant lodged a request on 4 December 2013 with Mauritania and the European Union delegation for an extension of that deadline. The defendant failed to respond to that request to act.

2. Second plea in law, based on the endorsement of the financing of the contract by the European Commission.

The applicant is of the view that the works have been completed, and claims that the Court should order the defendant to pay the outstanding invoices, corresponding to the remaining amounts payable to the applicant in respect of the works which it carried out.

3. Third plea in law, based on the non-contractual liability of the European Union.

Should the Court take the view that the payment deadline for the European Union has passed, the applicant requests the Court to order the defendant to pay compensation in the amount of the outstanding invoices.

Furthermore, the applicant claims that the Court should find that the defendant acted unlawfully towards the applicant with respect to the appointment of experts, whereby non-contractual damage was caused.

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**Order of the General Court of 31 March 2014 — Elmaghraby v Council**

**(Case T-265/11) <sup>(1)</sup>**

(2014/C 184/60)

*Language of the case: English*

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

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<sup>(1)</sup> OJ C 219, 23. 7. 2011.

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**Order of the General Court of 31 March 2014 — El Gzaerly v Council**

**(Case T-266/11) <sup>(1)</sup>**

(2014/C 184/61)

*Language of the case: English*

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

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<sup>(1)</sup> OJ C 219, 23. 7. 2011.

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**Order of the General Court of 31 March 2014 — Energa Power Trading v Commission**

**(Case T-338/13) <sup>(1)</sup>**

(2014/C 184/62)

*Language of the case: English*

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

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<sup>(1)</sup> OJ C 252, 31. 8. 2013.

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