

Defendant: Office for Harmonisation in the Internal Market (Trade Marks and Designs) (represented by: M. Rajh and J. Crespo Carrillo, acting as Agents)

Other party to the proceedings before the Board of Appeal of OHIM, intervening before the General Court: Belron Hungary Kft — Zug Branch (Zug, Switzerland) (represented by: L. Christy, lawyer)

Re:

Action brought against the decision of the Second Board of Appeal of OHIM of 3 April 2013 (Case R 206/2012-2) concerning opposition proceedings between Belron Hungary Kft — Zug Branch and Junited Autoglas Deutschland GmbH & Co. KG.

Operative part of the judgment

The Court:

- 1) *Dismisses the action;*
- 2) *Orders Junited Autoglas Deutschland GmbH & Co. KG to pay the costs.*

⁽¹⁾ OJ C 215, 27.7.2013.

**Judgment of the General Court of 16 October 2014 — Federación Española de Hostelería v EACEA
(Case T-340/13) ⁽¹⁾**

(Action for annulment — Lifelong learning programme — Contract concerning the ‘Virtual simulator for language training for tourism professionals (e-client)’ — Pre-information letter — Contractual nature of dispute — Act not subject to appeal — No reclassification of contract)

(2014/C 421/52)

Language of the case: Spanish

Parties

Applicant: Federación Española de Hostelería (Madrid, Spain) (represented by: B. Miguelsanz Roldán, F.J. del Nogal Méndez, R. Fernández Flores and M.P. Abad Marco, lawyers)

Defendant: Education, Audiovisual and Culture Executive Agency (EACEA) (represented by: H. Monet and A. Jaume, Agents, assisted initially by J.L. Buendía Sierra, N. Ruiz García and A. Balcells Cartagena, then, J.L. Buendía Sierra and A. Balcells Cartagena, lawyers)

Re:

Application for annulment of the EACEA's pre-information letter of 5 April 2013 informing the applicant that it had to reimburse EUR 181 686,11 following the audit of the ‘Virtual simulator for language training for tourism professionals (e-client)’.

Operative part of the judgment

The Court:

1. *Dismisses the action as inadmissible;*
2. *Orders the Federación Española de Hostelería to pay the costs.*

⁽¹⁾ OJ C 245, 24.8.2013.