

Action brought on 22 September 2014 — Niche Generics v Commission**(Case T-701/14)**

(2014/C 431/61)

*Language of the case: English***Parties**

Applicant: Niche Generics Ltd (Hitchin, United Kingdom) (represented by: E. Batchelor, M. Healy, Solicitors, and F. Carlin, Barrister)

Defendant: European Commission

Form of order sought

The applicant claims that the Court should:

- annul the decision;
- annul or in any event reduce the amount of the fine; and
- order the Commission to pay its own costs and the applicant's costs in connection with these proceedings.

Pleas in law and main arguments

By its present action, the applicant seeks the annulment, in part, of Commission Decision C(2014) 4955 final of 9 July 2014 in case AT.39612 — Perindopril (Servier).

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

1. First plea in law, alleging that the Commission failed to apply the correct 'objective necessity' legal test to determine whether the patent settlement agreement between the applicant and Servier falls within Article 101(1) TFEU.
2. Second plea in law, alleging that the Commission breached the principle of equal treatment by not applying the Technology Transfer Block Exemption Regulation Guidelines to the applicant's settlement.
3. Third plea in law, alleging that the Commission erred in law by categorising the settlement as a violation 'by object' of Article 101(1) TFEU.
4. Fourth plea in law, alleging that the Commission misapplied its own 'infringement by object' legal test to the specific facts relating to the applicant.
5. Fifth plea in law, alleging that the Commission erred in law by concluding that the settlement agreement had anticompetitive effects.
6. Sixth plea in law, alleging in the alternative that the Commission erred in law by not recognising that the settlement agreement satisfies the exemption criteria under Article 101(3) TFEU.
7. Seventh plea in law, alleging that the Commission breached the applicant's rights of defence and the principle of sound administration by acting oppressively in its investigation in relation to documents covered by legal privilege.
8. Eighth plea in law, alleging that the Commission breached the principle of equal treatment in its calculation of the fine by treating the applicant differently than Servier without objective justification.
9. Ninth plea in law, alleging that the Commission breached the principle of proportionality, its own fining guidelines and prior established practice when it imposed a fine on the applicant.

10. Tenth plea in law, alleging that the Commission violated Article 23(2) of Regulation No 1/2003⁽¹⁾ by exceeding the maximum 10 % cap on fines.
11. Eleventh plea in law, alleging that the Commission violated its duty to state reasons pursuant to Article 296 TFEU in respect of its fine calculation and its assessment of the gravity of the applicant's infringement.

⁽¹⁾ Council Regulation (EC) No 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 101 TFEU and 102 TFEU (OJ 2003 L 1, p. 1).

Action brought on 10 October 2014 — IPSO v ECB

(Case T-713/14)

(2014/C 431/62)

Language of the case: French

Parties

Applicant: International and European Public Services Organisation in the Federal Republic of Germany (IPSO) (Frankfurt am Main, Germany) (represented by: L. Levi, lawyer)

Defendant: European Central Bank

Form of order sought

The applicant claims that the General Court should:

- Annul the ECB Executive Board's decision of 30 May 2014, pronounced on 16 July 2014, to fix at two years the maximum length of certain contracts for temporary staff performing secretarial and administrative roles;
- Order the defendant to pay compensation for non-pecuniary damage estimated *ex aequo et bono* at EUR 15 000;
- Order the defendant to pay all the costs.

Pleas in law and main arguments

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

1. First plea in law, alleging, on the one hand, a breach of the applicant's right to information and consultation as guaranteed by Article 27 of the Charter of Fundamental Rights of the European Union and Directive 2002/14⁽¹⁾ and defined and implemented by the framework agreement on recognition, sharing of information and consultation and the ad hoc agreement of January 2014 establishing the working group on temporary staff, concluded between the ECB and IPSO, and, on the other hand, a breach of those agreements.
2. Second plea in law, alleging a breach of the right to good administration and, in particular, of the right to be heard and of the right of access to information, procedural rights guaranteed by Article 41 of the Charter of Fundamental Rights of the European Union.

⁽¹⁾ Directive 2002/14/EC of the European Parliament and of the Council of 11 March 2002 establishing a general framework for informing and consulting employees in the European Community — Joint declaration of the European Parliament, the Council and the Commission on employee representation (OJ 2002 L 80, p. 29).