

2. Second plea in law, alleging a breach of Article 11(10) of the Basic anti-dumping Regulation ⁽²⁾ and a manifest error of assessment in the Commission's deduction of the anti-dumping duties from the constructed export price. According to the Applicant, even by following the Commission's methodology, the Commission should have found that the conditions of Article 11(10) were met at least as regards a part of the amounts applied for. The second plea also argues for a breach of Article 11(9) of the Basic Regulation, resulting from the Commission's methodology for assessing whether the duties are duly reflected in the resale price, which was different from the methodology used in the last investigation which led to the duty;
3. Third plea in law, alleging a breach of Article 11(9) of the Basic anti-dumping Regulation ⁽³⁾ and Article 18.3.1 of the WTO Anti-dumping Agreement, which occurred when the Commission, for the purpose of determining constructed normal values, applied a new methodology and could not justify that methodology by any relevant change in circumstances.

⁽¹⁾ Council Regulation (EC) No 1225/2009 of 30 November 2009 on protection against dumped imports from countries not members of the European Union, OJ L 343 of 22.12.2009.

⁽²⁾ Council Regulation (EC) No 1225/2009 of 30 November 2009 on protection against dumped imports from countries not members of the European Union, OJ L 343 of 22.12.2009.

⁽³⁾ Council Regulation (EC) No 1225/2009 of 30 November 2009 on protection against dumped imports from countries not members of the European Union, OJ L 343 of 22.12.2009.

Action brought on 18 March 2015 — El Corte Inglés v OHIM — Grup Supeco Maxor (Supeco)

(Case T-126/15)

(2015/C 155/40)

Language in which the application was lodged: Spanish

Parties

Applicant: El Corte Inglés, SA (Madrid, Spain) (represented by: J. L. Rivas Zurdo, lawyer)

Defendant: Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM)

Other party to the proceedings before the Board of Appeal: Grup Supeco Maxor, SL (Madrid, Spain)

Details of the proceedings before OHIM

Applicant for the trade mark at issue: Other party to the proceedings before the Board of Appeal

Trade mark at issue: Community figurative mark containing the word element 'Supeco' — Application for registration No 10 884 741

Procedure before OHIM: Opposition proceedings

Contested decision: Decision of the Fifth Board of Appeal of OHIM of 4 December 2014 in Case R 1112/2014-5

Form of order sought

The applicant claims that the Court should:

- annul the decision of 4 December 2014 of the Fifth Board of Appeal of OHIM in Case R 1112/2014-5 in so far as in upholding in part the appeal brought by the applicant for the trade mark at issue, it overturned the Opposition Division's decision upholding in part Opposition B 2 054 040 and refusing in part Community trade mark No 10 884 741 'Supeco' (figurative); and

- order the party or parties opposing this action to pay the costs.

Plea in law

- Infringement of Article 8(1)(b) of Regulation No 207/2009.

Action brought on 19 March 2015 — Intesa Sanpaolo v OHIM (WAVE 2 PAY)**(Case T-129/15)**

(2015/C 155/41)

*Language of the case: Italian***Parties**

Applicant: Intesa Sanpaolo SpA (Turin, Italy) (represented by: P. Pozzi and F. Cecchi, lawyers)

Defendant: Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM)

Details of the proceedings before OHIM

Trade mark at issue: Community figurative mark containing the word elements 'WAVE 2 PAY' — Application for registration No 12 258 117

Contested decision: Decision of the Fifth Board of Appeal of OHIM of 19 January 2015 in Case R 1857/2014-5

Form of order sought

The applicant claims that the Court should:

- declare that there was a breach and incorrect application of Article 7(1)(b) and (c) and (2) of Regulation No 207/2009;
- declare that there was a breach of Article 75 of Regulation No 207/2009, and also that there were contradictions in the contested decision; and consequently
 - annul the contested decision;
 - order OHIM to pay the costs.

Pleas in law

- Breach of Article 7(1)(b) and (c) and (2) of Regulation No 207/2009;
- Breach of Article 75 of Regulation No 207/2009.

Action brought on 19 March 2015 — Intesa Sanpaolo v OHIM (WAVE TO PAY)**(Case T-130/15)**

(2015/C 155/42)

*Language of the case: Italian***Parties**

Applicant: Intesa Sanpaolo SpA (Turin, Italy) (represented by: P. Pozzi and F. Cecchi, lawyers)

Defendant: Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM)