

Judgment of the General Court of 12 July 2016 — Commission v Thales développement et coopération

(Case T-326/13) ⁽¹⁾

(Arbitration clause — Fourth and fifth framework programme for research, technological development and demonstration activities — Contracts concerning projects on the design and development of direct methanol fuel cells — Nullity of contracts on grounds of fraud — Repayment of financial contributions from the European Union — Regulation (EU, Euratom) No 2988/95 — Limitation period — Application of French and Belgian law — Rights of defence — Interest)

(2016/C 305/31)

Language of the case: French

Parties

Applicant: European Commission (represented by: R. Lyal and B. Conte, acting as Agents, and by N. Coutrelis, lawyer)

Defendant: Thales développement et coopération SAS (Vélizy-Villacoublay, France) (represented by: N. Huc-Morel, P. Vanderveeren, L. Defalque, A. Guillerme and J. Fréal-Saison, lawyers)

Re:

Action based on Article 272 TFEU and seeking an order from the Court that the defendant repay all of the financial contributions paid by the Commission to its legal predecessor, together with interest, in the context of Contract JOE3-CT-97-0063 under the fourth framework programme of European Community activities in the field of research and technological development and demonstration (1994-1998), established by Decision No 1110/94/EC of the European Parliament and of the Council of 26 April 1994 (OJ 1994, L 126, p. 1), and in the context of Contract ENK6-CT-2000-00315 under the fifth framework programme of the European Community for research, technological development and demonstration activities (1998-2002), established by Decision No 182/1999/EC of the European Parliament and of the Council of 22 December 1998 (OJ 1999, L 26, p. 1).

Operative part of the judgment

The Court:

1. Orders Thales développement et coopération SAS to repay to the European Commission the amounts paid to its legal predecessor in performance of Contract JOE3-CT-97-0063, under the fourth framework programme of European Community activities in the field of research and technological development and demonstration (1994-1998), established by Decision No 1110/94/EC of the European Parliament and of the Council of 26 April 1994, set out below:
 - The amount of EUR 162 195,79, together with interest at the statutory rate laid down by French law, running from the date of payment of that amount until complete repayment thereof;
 - The amount of EUR 179 201, together with interest at the statutory rate laid down by French law, running from the date of payment of that amount until complete repayment thereof;
 - The amount of EUR 167 612,49, together with interest at the statutory rate laid down by French law, running from the date of payment of that amount until complete repayment thereof;
 - The amount of EUR 136 892,29, together with interest at the statutory rate laid down by French law, running from the date of payment of that amount until complete repayment thereof;
 - The amount of EUR 54 434,09, together with interest at the statutory rate laid down by French law, running from the date of payment of that amount until complete repayment thereof.

2. Orders *Thales développement et coopération* to repay to the European Commission the amounts paid to its legal predecessor in performance of Contract ENK6-CT-2000-00315, under the fifth framework programme of the European Community for research, technological development and demonstration activities (1998-2002), established by Decision No 182/1999/EC of the European Parliament and of the Council of 22 December 1998, set out below:
- The amount of EUR 232 389,04, together with interest at the statutory rate laid down by Belgian law, running from the date of payment of that amount until complete repayment thereof;
 - The amount of EUR 218 734,67, together with interest at the statutory rate laid down by Belgian law, running from the date of payment of that amount until complete repayment thereof;
 - The amount of EUR 237 504,86, together with interest at the statutory rate laid down by Belgian law, running from the date of payment of that amount until complete repayment thereof;
 - The amount of EUR 124 192,86, together with interest at the statutory rate laid down by Belgian law, running from the date of payment of that amount until complete repayment thereof.
3. Orders the Commission to pay half of the costs incurred by *Thales développement et coopération*.
4. Orders *Thales développement et coopération* to pay the costs incurred by the Commission and half of its own costs.

(¹) OJ C 298, 12.10.2013.

Judgment of the General Court of 4 July 2016 — Orange Business Belgium v Commission

(Case T-349/13) (¹)

(Public service contracts — Tender procedure — Provision of ‘Trans-European Services for Telematics between Administrations — new generation (TESTA-ng)’ — Rejection of a tenderer’s bid — Award of the contract — Transparency — Equal treatment — Non-discrimination — Obligation to state reasons)

(2016/C 305/32)

Language of the case: English

Parties

Applicant: Orange Business Belgium SA (Brussels, Belgium) (represented by: B. Schutyser and T. Villé, lawyers)

Defendant: European Commission (represented by: S. Delaude, S. Lejeune and F. Moro, acting as Agents, and by P. Wytinck and B. Hoorelbeke, lawyers)

Re:

Application for annulment of the Commission’s decision of 19 April 2013 rejecting the tender submitted by the applicant in the restricted call for tenders DIGIT/R2/PR/2011/039 ‘Trans-European Services for Telematics between Administrations — new generation (TESTA-ng)’, and awarding the contract to another tenderer.

Operative part of the judgment

The Court:

1. Dismisses the action;
2. Orders Orange Business Belgium SA to pay the costs.

(¹) OJ C 252, 31.8.2013.