

**Re:**

Request for interpretation of the judgment of 13 October 2015, *Commission v Verile and Gjergji* (T-104/14 P, EU:T:2015:776).

**Operative part of the judgment**

The Court:

- 1) Paragraph 3 of the operative part of the judgment of 13 October 2015, *Commission v Verile and Gjergji* (T-104/14), must be interpreted as meaning that it covers both the costs relating to the appeal proceedings and those relating to the proceedings at first instance;
- 2) Mr Marco Veril and Ms Anduela Gjergji, on the one hand, and the European Commission, on the other, shall each bear their own costs relating to the proceedings for interpretation;
- 3) The original of this judgment shall be appended to the original of the judgment interpreted in the margin of which reference shall be made to this judgment.

<sup>(1)</sup> OJ C 151, 19.5.2014.

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**Judgment of the General Court of 1 February 2017 — *Kendrion v European Union***

(Case T-479/14) <sup>(1)</sup>

**(Non-contractual liability — Precision in the application — Admissibility — Article 47 of the Charter of Fundamental Rights — Reasonable period within which a judgment must be delivered — Material damage — Interest on the amount of the unpaid fine — Bank guarantee charges — Non-material damage — Causal link)**

(2017/C 078/24)

Language of the case: Dutch

**Parties**

**Applicant:** *Kendrion NV* (Zeist, Netherlands) (represented by: initially, P. Glazener and T. Ottervanger, and, subsequently, T. Ottervanger, lawyers)

**Defendant:** European Union, represented by the Court of Justice of the European Union (represented by: initially, A. Placco and, subsequently, J. Inghelram and E. Beysen, acting as Agents)

**Intervener in support of the defendant:** European Commission (represented by: T. Christoforou, S. Noë and P. Van Nuffel, acting as Agents)

**Re:**

Action based on Article 268 TFEU and seeking compensation for the damage allegedly suffered by the applicant as a result of the duration of the proceedings, before the General Court, in the case that gave rise to the judgment of 16 November 2011, *Kendrion v Commission* (T-54/06, not published, EU:T:2011:667).

**Operative part of the judgment**

The General Court:

1. Orders the European Union, represented by the Court of Justice of the European Union, to pay damages of EUR 588 769.18 to *Kendrion NV* for the material damage suffered by that company as a result of the failure to adjudicate within a reasonable time in the case which gave rise to the judgment of 16 November 2011, *Kendrion v Commission* (T-54/06, not published, EU:T:2011:667);
2. Orders the European Union, represented by the Court of Justice of the European Union, to pay damages of EUR 6 000 to *Kendrion* for the non-material damage suffered by that company as a result of the failure to adjudicate within a reasonable time in Case T-54/06;

3. Orders that each of the heads of damages referred to in points 1 and 2 above be increased by default interest, to be calculated as from the delivery of the present judgment until payment in full, at the rate set by the European Central Bank (ECB) for its main refinancing operations, increased by three and a half percentage points;
4. Dismisses the action as to the remainder;
5. Order the European Union, represented by the Court of Justice of the European Union, to pay, in addition to its own costs, the costs incurred by Kendrion in connection with the plea of inadmissibility which gave rise to the order of 6 January 2015, *Kendrion v European Union* (T-479/14, not published, EU:T:2015:2);
6. Orders Kendrion, on the one hand, and the European Union, represented by the Court of Justice of the European Union, on the other, to bear their own respective costs relating to the action which has given rise to the present judgment;
7. Orders the European Commission to bear its own costs.

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<sup>(1)</sup> OJ C 253, 4.8.2014.

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### Judgment of the General Court of 26 January 2017 — TV1 v Commission

(Case T-700/14) <sup>(1)</sup>

**(Public service contracts — Tendering procedure — Supply of integrated audiovisual production, dissemination and archiving services — Rejection of the tender of one tenderer — Contract awarded to another tenderer — Offer abnormally low — Obligation to request further clarification — Obligation to state reasons — Transparency — Equal treatment and non-discrimination — Manifest error of assessment)**

(2017/C 078/25)

Language of the case: German

#### Parties

**Applicant:** TV1 GmbH (Unterföhring, Germany) (represented by: C. Scherer-Leydecker, J. Mey and A. Rausch, lawyers)

**Defendant:** European Commission (represented by: F. Moro and M. Noll-Ehlers initially, then F. Moro and T. Maxian Rusche and, lastly, T. Maxian Rusche and A. Katsimerou, Agents)

#### Re:

Application based on Article 263 TFEU and seeking annulment of the Commission's decision rejecting the tender submitted by the applicant for Lot No. 4, entitled 'streaming, compression, hosting and content delivery' in the call for tenders bearing reference PO/2014 — 03/A4 and concerning '[i]ntegrated audiovisual production, dissemination and archiving services', of the decision by which the Commission awarded that lot to the successful tenderer and of the contract for the supply of services concluded between the Commission and the successful tenderer.

#### Operative part of the judgment

*The Court:*

1. Dismisses the action;
2. Orders TV1 GmbH to pay the costs.

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<sup>(1)</sup> OJ C 409, 17.11.2014.