

**Pleas in law and main arguments**

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

1. First plea in law, alleging the breach of Article 1 of the Staff Regulations, of the principle of non-discrimination, of the principle of proportionality, and of the principle of equal opportunity with regard to the imposition by EPSO of a QWERTY EN, AZERTY FR/BE or QWERTZ DE keyboard for the realisation of the case study as well as a manifest error of assessment.
2. Second plea in law, alleging the breach of Regulation No 1 of 1958 with regard to the language regime endorsed and reinforced by the notice competition for EPSO/AD/293/14 together with a plea of illegality and inapplicability of the Notice of Competition EPSO/AD/293/14.
3. Third plea in law, alleging breach of Article 1 of the Staff Regulations, of the principle of non-discrimination and of the principle of proportionality with regard to EPSO's and/or the Selection Board's limiting of the choice of second language of candidates in the competition to German, English and French.
4. Fourth plea in law, alleging breach of the principle of equal opportunity with regard to the examination procedure for EPSO's competition.
5. Fifth plea in law, alleging breach of Article 296(2) TFEU and Article 25 of the Staff Regulations with regard to EPSO's failure to state reasons for their decisions to endorse and promote a particular language regime and also alleging that the notice of competition and Article 41 of the Charter of Fundamental rights of the European Union were breached when EPSO pursued functions which are attributed to the Selection Board.

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**Action brought on 3 April 2017 — GY v Commission**

(Case T-203/17)

(2017/C 195/45)

*Language of the case: French*

**Parties**

*Applicant:* GY (represented by: S. Orlandi and T. Martin, lawyers)

*Defendant:* European Commission

**Form of order sought**

Declare and rule that

- The decision of the selection board for competition EPSO/AD/293/14 of 23 December 2016 not to admit the applicant to the assessment centre is annulled;
- The European Commission is ordered to pay a sum assessed *ex aequo et bono* at EUR 5 000 in respect of the non-pecuniary harm suffered;
- The European Commission is, in any event, ordered to pay the costs.

**Pleas in law and main arguments**

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

1. First plea in law, alleging infringement by the selection board of the obligation to state reasons insofar as it did not disclose to the applicant the marking criteria which it adopted in execution of the judgment of 20 July 2016, *GY v Commission*, F-123/15, EU:F:2016:160.
2. Second plea in law, alleging infringement by the selection board of the competition notice insofar as it arbitrarily restricted its assessment of the applicant's professional experience by, in connection with three questions, looking only at the duration of that experience.

3. Third plea in law, alleging numerous manifest errors of assessment committed by the selection board of the competition, which render its decision to grant the applicant only 17 points out of 56 (the threshold being 22 points) unlawful.

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**Action brought on 3 April 2017 — Argus Security Projects v Commission and EUBAM**

(Case T-206/17)

(2017/C 195/46)

*Language of the case: French*

**Parties**

*Applicant:* Argus Security Projects Ltd (Limassol, Cyprus) (represented by: T. Bontinck and A. Guillerme, lawyers)

*Defendants:* European Commission, European Union Integrated Border Management Assistance Mission in Libya (EUBAM)

**Form of order sought**

The applicant claims that the General Court should:

- annul the decision of EUBAM of 24 January 2017, replacing the initial decision of 16 February 2014, not to accept the tender submitted by the Argus company in a call for tenders concerning the supply of security services as part of the European Union Integrated Border Management Assistance Mission in Libya (contract EUBAM-13-020), and to award the contract to Garda;
- order the defendants to pay 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 infringement of Article 110 of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ 2012 L 298, p. 1), of the rules laid down in the specifications for the award of the contract, in particular points 4.1 and 12.1 of the instructions to tenderers, and of the principles of equal treatment of tenderers and of non-discrimination. This plea is divided into three parts:
    - first part, alleging a failure to mobilise technical and operational resources in accordance with the terms of the contract;
    - second part, alleging a failure to mobilise human resources in accordance with the terms of the contract;
    - third part, alleging that the mobilisation plan was artificial and criticising the taking into account of the prior experience of tenderers in hostile environments.
  2. Second plea in law, alleging a substantive amendment to the initial conditions of the contract and infringement of the principle of equal treatment. This plea is divided into two parts:
    - first part, relating to the assessment of human resources;
    - second part, relating to the assessment of technical resources and the mobilisation plan.
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