

Accordingly, the consortium terminated the Grant Agreement and issued debit note for the pre-financing of EUR 359 913,75 that had already been paid by the coordinator to the defendant in compliance with the provisions of the Grant Agreement. Indeed the pre-financing remains the property of the applicant until final payment.

The facts giving rise to Revoind Industriale S.r.l.'s obligations, as beneficiary of the Grant Agreement, are widely undisputed in the present case and the defendant's objections are generic, incomplete and lack of any supporting element, thus appear to be completely unfounded.

Accordingly, the applicant is entitled to ask for the recovery and the reimbursement of the amount paid to the defendant as pre-financing, increased by default interest.

Action brought on 16 May 2017 — Ceobus and Others v Commission

(Case T-330/17)

(2017/C 231/67)

Language of the case: French

Parties

Applicants: Ceobus (Génicourt, France), Compagnie des transports voyageurs du Mantois interurbains — CTVMI (Mantes-la-Jolie, France), SA des Transports de St Quentin en Yvelines (Trappes, France), Les cars Perrier (Trappes), Tim Bus (Magny-en-Vexin, France), Transports Voyageurs du Mantois (TVM) (Mantes-la-Jolie) (represented by: D. de Combles de Nayves, lawyer)

Defendant: European Commission

Form of order sought

The applicants claim that the Court should:

- principally, annul Commission Decision SA.26763 of 2 February 2017 relating to presumed aid granted to public transport undertakings by the Île-de-France region in so far as it considers that the Île-de-France aid scheme established from 1984 and until 2008 constitutes a new aid scheme which was 'unlawfully implemented';
- in the alternative, annul Commission Decision SA.26763 of 2 February 2017 relating to presumed aid granted to public transport undertakings by the Île-de-France region in so far as it considers that the individual aid derived from the Île-de-France aid scheme between May 1994 and 25 November 2008 constitutes new aid which was 'unlawfully implemented'.

Pleas in law and main arguments

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

1. First plea in law, raised in the context of the first head of claim, alleging infringement of Article 108 TFEU, of Article 1(b) of Council Regulation (EU) 2015/1589 of 13 July 2015 laying down detailed rules for the application of Article 108 of the Treaty on the Functioning of the European Union ('Regulation No 2015/1589') (OJ 2015 L 248, p. 9), and infringement of the principle of *res judicata* inherent to judgments rendered following a response to a reference for a preliminary ruling by the Court of Justice of the European Union.
 2. Second plea in law, raised in the context of the second head of claim, alleging infringement of Article 17 of Regulation No 2015/1589, in so far as the Commission classified as a measure interrupting the limitation period a measure which did not respect the qualification criteria for that category of measure provided for by that article.
 3. Third plea in law, raised in the context of the second head of claim, alleging infringement of the procedural rights of interested third parties, in so far as the Commission considered in its opening decision that the limitation period had been interrupted not by the initiation of an action before the administrative courts, but by the Commission's first request for information dated 25 November 2008.
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