

Defendants: European Commission and Innovation and Networks Executive Agency (INEA)

Form of order sought

The applicant claims that the Court should:

- annul with immediate effect item listed under the code 2015-CZ-TM-0330-M, entitled Multimodal Container Terminal Paskov, Phase III and item listed under the code 2015-CZ-TM-0406-W, entitled Intermodal Terminal Melnik, Phases 2 and 3, in the Annex to the Commission Implementing Decision of 5 August 2016 establishing the list of proposals selected for receiving EU financial assistance in the field of Connecting Europe Facility (CEF)-Transport sector following the calls for proposals launched on 5 November 2015 based on the Multi-Annual Work Programme;
- annul or alternatively declare that the grant agreement under the connecting Europe facility (CEF) — transport sector No INEA/CEF/TRAN/M2015/1133813 concluded between Innovation and Networks Executive Agency (INEA) and Advanced World Transport a.s. (AWT) (relating to action 2015-CZ-TM-0330-M titled Multimodal Container Terminal Paskov) is null and void or order INEA to terminate the said grant agreement relating to Paskov;
- annul or alternatively declare that the grant agreement under the connecting Europe facility (CEF) — transport sector No INEA/CEF/TRAN/M2015/1138714 concluded between Innovation and Networks Executive Agency and České přístavy, a.s. (Czech Ports) (relating to action 2015-CZ-TM-0406-W titled Intermodal Terminal Melnik, Phases 2 and 3) is null and void or order INEA to terminate the said grant agreement relating to Melnik;
- order INEA and the Commission to pay jointly and severally the applicant's costs connected with the legal proceedings.

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 that the contested measure is in breach of fundamental principles of the EU Treaties relating to the protection of free market and competition on the internal market.
 - The applicant argues, inter alia, that establishing and ensuring the functioning of the internal market are fundamental principles and obligations upon which the Union is based (Article 26 TFEU). Any measures adopted by the Union must be always in compliance with this defining principle and any measures contrary to it must be always adopted proportionately and in subsidiary manner.
2. Second plea in law, alleging that the contested measure is in breach of Article 93 TFEU and further articles of the TFEU (Articles 3, 26, 93, 107, 119, 170(2), 171(1), Protocol 8 and its Article 1, Protocol 27).
 - The applicant argues, inter alia, that the contested measure represents aid, which does not meet the need of coordination of transport.
3. Third plea in law, alleging that the contested measure is in breach of Regulation (EU) No 1316/2013 and of Regulation (EU) No 1315/2013 and ancillary laws.
 - The applicant argues, inter alia, that the award of grants has not complied with all pre-requisite conditions (even if it were compliant with other EU laws), thus the grants should not have been awarded.

Action brought on 3 May 2017 — SD v EIGE

(Case T-263/17)

(2017/C 239/61)

Language of the case: English

Parties

Applicant: SD (represented by: L. Levi and A. Blot, lawyers)

Defendant: European Institute for Gender Equality (EIGE)

Form of order sought

The applicant claims that the Court should:

- annul EIGE's implicit decision of 26 August 2016, rejecting the applicant's request dated 26 April 2016 for a second renewal of his contract of employment;
- annul also, in so far as necessary, EIGE's decision of 20 January 2017, notified to the applicant on 23 January 2017, rejecting the applicant's complaint lodged on 3 October 2016 against EIGE's implicit decision;
- compensate the applicant for the material and moral prejudice suffered;
- reimburse all the costs incurred in the present appeal.

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 violation of the duty to state reasons and accordingly of the principle of good administration.
 - The defendant failed to provide the applicant with a reasoned decision on the substance of the request and subsequent complaint. This total lack of statement of reasons infringes the duty to state reasons and the principle of good administration.
2. Second plea in law, alleging infringement of Article 8 of the Conditions of Employment of other servants of the EU and of EIGE Decision No 82 of 28 July 2014 on contract renewal/non-renewal procedure applicable to temporary and contract agents ('Decision 82').
 - The defendant failed properly to exercise the discretionary powers granted to it under the above provisions and did not carry out a full or detailed examination of all the relevant facts of the case.
3. Third plea in law, alleging procedural irregularities including the violation of the internal procedural rules set out in Decision 82, the breach of the rights of defence, the right to be heard, the principle of good administration and the duty of care.
 - The defendant not only failed to follow the procedure provided for by Decision 82 but also failed to hear the applicant's views effectively in any other way. It thus failed, before taking the decision of 26 August 2016, to obtain relevant information from the applicant as to his interests and did not allow the applicant to properly prepare his defence.

Action brought on 10 May 2017 — Michela Curto v Parliament

(Case T-275/17)

(2017/C 239/62)

Language of the case: English

Parties

Applicant: Michela Curto (Genoa, Italy) (represented by: L. Levi and C. Bernard-Glanz, lawyers)

Defendant: European Parliament

Form of order sought

The applicant claims that the Court should:

- annul the contested decision of 30 June 2016, rejecting the applicant's request for assistance, and, so far as necessary, the decision rejecting the complaint;
- order the defendant to award the applicant an amount of EUR 10 000, or any other amount which the Court will deem appropriate, as compensation for the non-material harm suffered, together with interest at the legal rate until payment in full has been made;