

**Action brought on 1 March 2018 — BNP Paribas v ECB****(Case T-150/18)**

(2018/C 161/69)

*Language of the case: French***Parties**

*Applicant:* BNP Paribas (Paris, France) (represented by: A. Gosset-Grainville, M. Trabucchi and P. Kupka, lawyers)

*Defendant:* European Central Bank

**Form of order sought**

The applicant claims that the Court should:

- partially annul Article 9 of ECB Decision No ECB/SSM/2017 — ROMUWSFPU8MPRO8K5P83/248 of 19 December 2017 in so far as it imposes a deduction from the irrevocable payment commitments subscribed with the Single Resolution Fund, national resolution funds and national Common Equity Tier I deposit guarantee schemes, on an individual, sub-consolidated and consolidated basis, and in particular paragraphs 9.1, 9.2 and 9.3;
- order the ECB to pay all the costs.

**Pleas in law and main arguments**

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

1. First plea in law, alleging that the contested decision lacks a legal basis in that the ECB made use of its supervisory powers to impose a measure of general scope that falls within the competence of the legislature and exceeded its powers under Article 4(1)(f) and Article 16 of Council Regulation (EU) No 1024/2013 of 15 October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions (OJ 2013 L 287, p 63).
2. Second plea in law, alleging that the contested decision is vitiated by an error of law in that the ECB made an interpretation contrary to the legislative intent of the EU legislation authorising credit institutions to use irrevocable payment commitments in order to fulfil part of their obligations vis-à-vis the national resolution funds, the Single Resolution Fund and the national deposit guarantee schemes, thus rendering the relevant provisions ineffective. The ECB, it is claimed, also based its decision on a misreading of the EU and national legal transposition framework applicable to irrevocable payment commitments.
3. Third plea in law, alleging breach of the principle of proportionality.
4. Fourth plea in law, alleging that the contested decision is based on an error of assessment and infringes the principle of good administration.

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**Action brought on 26 February 2018 — Legutko and Poręba v Parliament****(Case T-156/18)**

(2018/C 161/70)

*Language of the case: Polish***Parties**

*Applicants:* Ryszard Antoni Legutko (Morawica, Poland) and Tomasz Piotr Poręba (Mielec, Poland) (represented by: M. Mataczyński, lawyer)

*Defendant:* European Parliament