

**Re:**

Action brought against the decision of the Fifth Board of Appeal of EUIPO of 12 May 2017 (Case R 1238/2016-5), relating to opposition proceedings between Jardin Majorelle and Laboratoires Majorelle.

**Operative part of the judgment**

*The Court:*

1. *Dismisses the action;*
2. *Orders Laboratoires Majorelle to pay the costs.*

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<sup>(1)</sup> OJ C 309, 18.9.2017.

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**Action brought on 16 March 2018 — Talanton v Commission**

**(Case T-195/18)**

(2018/C 211/28)

*Language of the case: Greek*

**Parties**

*Applicant:* Talanton, Anonimi Emporiki — Simvouleftiki — Ekpaideftiki Etairia Dianomon, Parochis Ipresion Marketing kai Dioikisis Epicheiriseon (Palaio Faliro, Grecia) (represented by: K. Damis, lawyer)

*Defendant:* European Commission

**Form of order sought**

The applicant claims that the Court should:

- Order an expert report on the deficiencies in the inspection carried out on behalf of the defendant;
- Establish, first, that (a) the debit note 3241801228, sent to the applicant on 15 January 2018, by means of which the defendant requests the payment of EUR 481 835,56, in respect of works contract FP7-215952 PERFORM, based on the conclusions of audit inspection 11-BA135-006, constitutes a breach of its contractual obligations, given that the eligible costs for the contract in question amount to EUR 605 217, in respect of which the Union's support amounts to EUR 490 711, and that the applicant must reimburse to the defendant the amount of EUR 21 171, and not the amount of EUR 481 835,56, and, (b) the debit note 3241801229, sent to the applicant on 15 January 2018, and in which the defendant requests payment of EUR 29 694,10 by way of compensation, constitutes a breach of its contractual obligations.

**Pleas in law and main arguments**

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

1. First plea in law, based on performance of the contract in good faith and the prohibition on the abusive application of contractual terms:

the applicant claims that the defendant infringed the principle of good faith, in so far as the audit inspection provided for was carried out unlawfully by a third party who is not related to the staff of the contractor appointed by the defendant, nor to its expressly approved subcontractors, in respect of whom, during the inspection, issues of impartiality were raised, and acted wrongfully.

2. Second plea in law based on the arbitration clause:

- the applicant adduced sufficient alternative evidence which includes sworn statements, relevant letters from the applicant's staff, documents produced during the inspection, which were at no time refuted, and which were not taken into account by the defendant;
- the applicant sets out in detail thirty-nine reasons why the inspection report is inaccurate, deficient, unreliable and leads to incorrect conclusions.

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**Action brought on 20 March 2018 — Fersher Developments and Lisin v Commission and ECB**

**(Case T-200/18)**

(2018/C 211/29)

*Language of the case: English*

**Parties**

*Applicants:* Fersher Developments LTD (Nicosia, Cyprus) and Vladimir Lisin (represented by: R. Nowinski, Barrister)

*Defendants:* European Commission and European Central Bank

**Form of order sought**

The applicants claim that the Court should:

- order the European Union to make good the damage suffered by the Applicants as a result of the adoption and application of the Memorandum of Understanding on Specific Economic Policy Conditionality in the amounts as stated in the application or such amount as the Court finds to be due to the Applicants;
- order the European Union to legal costs incurred in the bringing of this Application.

**Pleas in law and main arguments**

In support of the action, the applicants rely on three pleas in law which are in essence identical or similar to those relied on in Case T-161/15, *Brinkmann (Steel Trading) and Others v Commission and ECB*.

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**Action brought on 23 March 2018 — Nessim Daoud and Others v Council and Others**

**(Case T-208/18)**

(2018/C 211/30)

*Language of the case: English*

**Parties**

*Applicants:* Magdy Milad Nessim Daoud (Blainville, Canada), Larsennar Ltd (Tortola, British Virgin Islands) and Maxim Zakharchenko (Nicosia, Cyprus) (represented by: A. Markides, M. Ioannides, C. Velaris and C. Velaris, lawyers, A. Robertson, QC and G. Rothschild, barrister)

*Defendants:* Council of the European Union, European Commission, European Central Bank, Eurogroup (represented by the Council of the European Union) and European Union (represented by the European Commission)

**Form of order sought**

The applicants claim that the Court should:

- order the defendants to pay the applicants the sums shown in the schedule annexed to the application plus interest accruing from 26 March 2013 until the judgment of the Court;