



C/2024/4977

19.8.2024

Action brought on 5 July 2024 – UniCredit and UniCredit Bank v Commission

(Case T-336/24)

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Language of the case: English

Parties

Applicants: UniCredit SpA (Turin, Italy), UniCredit Bank GmbH (Munich, Germany) (represented by: I. Vandenborre, T. Selwyn Sharpe and I. Stamati, lawyers)

Defendant: European Commission

Form of order sought

The applicants claim that the Court should annul the Commission Decision No. C(2024) 3287 final adopted on 8 May 2024 ('the Decision') on objections to the disclosure of information by publication submitted by UniCredit S.p.A and UniCredit Bank AG pursuant to Article 8 of Decision 2011/695/EU of the President of the European Commission of 13 October 2011 on the function and terms of reference of the hearing officer in certain competition proceedings (Case AT.40324 – European Government Bonds).

Pleas in law and main arguments

In support of the action, the applicants rely on a four pleas in law.

1. First plea. The Decision errs in law in rejecting UniCredit's submissions substantiating its confidentiality claims in relation to each category of information. The Decision is furthermore insufficiently reasoned by only addressing UniCredit's confidentiality claims in a summary and general manner and failing to give sufficient reasons for its wholesale rejection of UniCredit's specific claims.
2. Second plea. The Decision errs in law by incorrectly applying this Court's case law in its assessment that UniCredit's confidential information does not fall within the ambit of the obligation of professional secrecy. Further the Decision errs, in determining that recipients of an infringement decision's interests in the non-disclosure to the public of their offending conduct does not merit any particular protection in relation to information which is protected by the obligation of professional secrecy and that bears no relevance to the infringement findings. The Decision also fails to demonstrate why the public interest in the disclosure of confidential information should be weighed more heavily than UniCredit's legitimate business interests in the protection of its confidential information.
3. Third plea. The Decision errs in law and breaches the principle of the presumption of innocence by incorrectly applying this Court's case law in relation to whether findings relating to an infringement that are not referred to in the operative part of the decision are in principal confidential. The Decision unjustifiably excludes the availability of this fundamental right to UniCredit in relation to information that is beyond the temporal scope and product scope of the infringement decision, as well as alluding to a wider liability of UniCredit, on the mere basis that it is an addressee of a different, narrower infringement decision.
4. Fourth plea. The Decision is vitiated by error by referring to the confidentiality claims of other parties which are not related to UniCredit's claims and further including incorrect references to recitals, impeding UniCredit from fully understanding the nature of the EC's arguments.