C/2026/4591

7.9.2026

Action brought on 20 July 2026 – MeSoFa v Parliament and Others

(Case T-451/26)

(C/2026/4591)

Language of the case: English

Parties

Applicant: MeSoFa Vermögensverwaltungs AG (Vienna, Austria) (represented by: J. Jansen, N. Hohler and S. Larghi, lawyers)

Defendants: European Parliament, Council of the European Union, European Commission, European Central Bank, Single Resolution Board

Form of order sought

The applicant claims that the Court should:

— order the defendants to pay jointly and severally to the applicant additional compensation of EUR 173 400 000,00 in respect of the material damage the applicant has suffered;

— order the defendants to pay jointly and severally to the applicant compensation in respect of the non-material damage the applicant has suffered, assessed *ex aequo et bono* and at least the amount of EUR 450 000,00;

— order the defendants to pay jointly and severally default interest on the abovementioned compensation claims, starting from the date of delivery of the judgment and continuing until full payment, at the rate set by the European Central Bank for its principal refinancing operations, plus 2.4 % percentage points;

— order the defendants to pay jointly and severally compensatory interest on the abovementioned compensation claims, as from 1 March 2022 until the delivery of the judgment, at the rate set by the European Central Bank for its principal refinancing operations, plus 2.4 % percentage points; and,

— order the defendants to pay jointly and severally the costs of this proceeding.

Pleas in law and main arguments

In support of the action, the applicant relies especially on the following six pleas in law in seeking commensurate compensation in return for the suffered expropriation. The expropriation was disproportionate and also disrespected the essence of the right to property. The defendants failed to strike the requisite fair balance when expropriating the applicant without a sum reasonably related to Sberbank banka d.d.'s (SBSI) economic value pursuant to primary European Union law.

1. First plea in law, alleging a sufficiently serious breach of the applicant's right to property under Article 17 of the Charter of Fundamental Rights of the European Union by means of a manifest and grave error of what constitutes commercial terms pursuant to Articles 20(5)(f), 24(2)(b) SRMR ([1]). In the present case the wrongful application and understanding of commercial terms mainly relies on a manifestly and gravely flawed Valuation 2 Report, severely undervaluing SBSI's economic value (under resolution), thereby vitiating the understanding of commercial terms, including shareholder compensation, for the expropriating share transfer with manifest and grave errors.

2. Second plea in law, alleging a sufficiently serious breach of the applicant's right to property by means of an unlawful, unregulated, non-transparent and inauthentic tender process for determining the consideration to be paid for SBSI. In particular, there were no requisite compensation terms and no legislative rules governing the validity, authentication

([1]) Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (OJ 2014 L 225, p. 1) (the 'SRMR').

and format of bids. By means of a plea of illegality pursuant to Article 277 TFEU, the applicant therefore further alleges that Articles 20 and 24 SRMR are incompatible with primary EU law. These provisions fail to provide the requisite legislative rules and guidelines governing and ensuring the tender and valuation process for a share deal constituting property expropriation in breach of primary EU law.

3. Third plea in law, alleging a sufficiently serious breach of the applicant's right to property in that the actual selected consideration for SBSI and the resulting compensation for the applicant did not strike the requisite fair balance between the general interest pursued and the protection of the applicant's fundamental rights. The applicant had to bear a disproportionate and excessive burden without receiving compensation reasonably related to SBSI's actual economic value.

4. Fourth plea in law, alleging a sufficiently serious breach of the principle of proportionality, on the grounds and by means of the preceding pleas in law.

5. Fifth plea in law, alleging that the applicant suffered actual and certain material damage, in the form of a reduction in assets of up to EUR 173,4 million, and non-material damage assessed *ex æquo et bono* and at least of EUR 450 000,00.

6. Sixth plea in law, alleging a direct causal link between the established sufficiently serious breaches – namely, the erroneous commercial terms by means of a manifestly flawed valuation of SBSI'S economic value, the unlawful tender process and unregulated procedure, and the failure to strike a fair balance in selecting the consideration to be paid for SBSI – and the deriving material and non-material damage suffered by the applicant.