

**Judgment of the Court of First Instance of 19 November 2008 — Ercros v OHIM**

(Case T-315/06) <sup>(1)</sup>

*(Community trade mark — Opposition proceedings — Application for the Community figurative mark TAI CROS — Earlier national word marks CROS, SOCIEDAD ANÓNIMA CROS and ERCROS — Earlier national figurative marks CROS — Relative ground for refusal — No likelihood of confusion — No similarity of the signs — Article 8(1)(b) of Regulation (EC) No 40/94)*

(2009/C 6/46)

Language of the case: German

**Parties**

*Applicant:* Ercros, SA (Barcelona, Spain) (represented by: R. Thierie, lawyer)

*Defendant:* Office for Harmonisation in the Internal Market (Trade Marks and Designs) (represented by: R. Pethke, Agent)

*Other party to the proceedings before the Board of Appeal of OHIM:* Degussa GmbH, formerly Degussa AG (Düsseldorf, Germany) (represented by: S. Schäffler, lawyer)

**Re:**

Action brought against the decision of the First Board of Appeal of OHIM of 20 September 2006 (Case R 29/2006-1) concerning opposition proceedings between Ercros, SA and Degussa GmbH.

**Operative part of the judgment**

*The Court:*

1. Dismisses the action;
2. Orders Ercros, SA to pay the costs.

<sup>(1)</sup> OJ C 326, 30.12.2006.

**Judgment of the Court of First Instance of 19 November 2008 — Commission v Premium**

(Case T-316/06) <sup>(1)</sup>

*(Arbitration clause — Contracts entered into under a specific research and technological development programme in the field of information technology — Repayment of part of the advance payment made by the Community — Default interest)*

(2009/C 6/47)

Language of the case: French

**Parties**

*Applicant:* Commission of the European Communities (represented by: E. Montaguti, acting as Agent, assisted by J.-L. Fagnart and F. Longfils, lawyers)

*Defendant:* Premium SA (Le Roeulx, Belgium) (represented by: S. Bertouille and D. Joos de ter Beerst, lawyers)

**Re:**

Action under Article 238 EC claiming that the defendant should be ordered to repay part of the advance payments made by the Community, together with default interest, because of failure to comply with certain contractual obligations

**Operative part of the judgment**

*The Court:*

1. orders Premium SA to pay to the Commission the principal sum of EUR 57 605,74, together with default interest:
  - at the rate of 3,36 % per annum for the period from 1 October to 31 December 1998;
  - at the rate of 3,47 % per annum for the period from 1 January to 31 December 1999;
  - at the rate of 2,74 % per annum for the period from 1 January to 31 December 2000;
  - at the rate of 4,26 % per annum for the period from 1 January 2001 to 31 December 2002;
  - at the rate of 3,29 % per annum for the period from 1 January to 31 December 2003;
  - at the rate of 2,27 % per annum for the period from 1 January to 31 December 2004;
  - at the rate of 2,05 % per annum for the period from 1 January to 31 December 2005;

- at the rate of 2,11 % per annum for the period from 1 January 2006 to the date of the present judgment;
  - at the rate applicable under French law for the period from the date of the present judgment to that of final settlement of the principal sum;
2. orders Premium to pay to the Commission the principal sum of EUR 30 988,74, together with default interest:
- at the rate of 3,95 % per annum for the period from 1 October to 31 December 1998;
  - at the rate of 2,85 % per annum for the period from 1 January to 31 December 1999;
  - at the rate of 3,6 % per annum for the period from 1 January 2000 to 31 December 2001;
  - at the rate of 2,95 % per annum for the period from 1 January to 31 December 2002;
  - at the rate of 2,15 % per annum for the period from 1 January 2003 to 31 December 2004;
  - at the rate of 2,4 % per annum for the period from 1 January to 31 December 2005;
  - at the rate of 2,5 % per annum for the period from 1 January 2006 to the date of the present judgment;
  - at the rate applicable under Danish law for the period from the date of the present judgment to that of final settlement of the principal sum;
3. orders Premium to pay the costs.

<sup>(1)</sup> OJ C 326, 30.12.2006.

**Judgment of the Court of First Instance of 12 November 2008 — Evropaiki Dynamiki v Commission**

(Case T-406/06) <sup>(1)</sup>

**(Public service contracts — Invitation to tender concerning support services for the system of registries established under Directive 2003/87/EC — Rejection of a tender — Decision to award the contract to another tenderer — Manifest error of assessment — Obligation to state the reasons on which the decision is based — Claim for damages)**

(2009/C 6/48)

Language of the case: English

**Parties**

**Applicant:** Evropaiki Dynamiki — Proigmena Systemata Tilepikoinonion Pliroforikis kai Tilematikis AE (Athens, Greece) (represented by: N. Korogiannakis and N. Keramidas, lawyers)

**Defendant:** Commission of the European Communities (represented by: M. Wilderspin and E. Manhaeve, acting as Agents)

**Re:**

Application for, first, annulment of the Commission's decision of 19 October 2006 to reject the applicant's offer in a call for tenders for support services for the system of registries established under Directive 2003/87/CE of the European Parliament and of the Council of 13 October 2003 establishing a scheme for greenhouse gas emission allowance trading within the Community and amending Council Directive 96/61/EC (OJ 2003 L 275, p. 32), the Community independent transaction log (CITL), with technical maintenance and user support (OJ 2006 S 102), and an application for annulment of the decision to award the contract to another tenderer and, secondly, a claim for damages.

**Operative part of the judgment**

The Court:

1. Dismisses the action;
2. Orders Evropaiki Dynamiki — Proigmena Systemata Tilepikoinonion Pliroforikis kai Tilematikis AE to pay its own costs and those incurred by the Commission.

<sup>(1)</sup> OJ C 42, 24.2.2007.

**Judgment of the Court of First Instance of 19 November 2008 — Galderma v OHIM — Lelas (Nanolat)**

(Case T-6/07) <sup>(1)</sup>

**(Community trade mark — Opposition proceedings — Application for the Community word mark Nanolat — Earlier national word mark TANNOLACT — No likelihood of confusion — Article 8(1)(b) of Regulation (EC) No 40/94)**

(2009/C 6/49)

Language of the case: German

**Parties**

**Applicant:** Galderma SA (Cham, Switzerland) (represented by: N. Hebeis, lawyer)

**Defendant:** Office for Harmonisation in the Internal Market (Trade Marks and Designs) (represented by: G. Schneider, acting as Agent)