

Re:

Application for the annulment of EPSO's decision of 14 December 2006 not to ask the applicant to fill out an application form with a view to his possible admission to a competition and for compensation for the damage he has suffered.

authority, infringement of several provisions of the Staff Regulations of Officials of the European Communities and infringement of Article 19 of the European Code of Good Administrative Behaviour, infringement of the principles applicable to the rights of the defence and to good administration and infringement of the Parliament's duty to have regard for the welfare of officials.

Operative part of the order

1. *The application is dismissed as manifestly inadmissible.*
2. *Each party shall bear its own costs.*

Action brought on 25 October 2007 — Marcuccio v Commission**(Case F-122/07)**

(2008/C 64/108)

*Language of the case: Italian***Action brought on 8 October 2007 — Tomas v Parliament****(Case F-116/07)**

(2008/C 64/107)

*Language of the case: Lithuanian***Parties**

Applicant: Stanislovas Tomas (Kerkrade, Netherlands) (represented by: M. Michalaukas, lawyer)

Defendant: European Parliament

Parties

Applicant: Luigi Marcuccio (Tricase, Italy) (represented by: G. Cipressa, lawyer)

Defendant: Commission of the European Communities

Form of order sought

- Annul the decision of the appointing authority to dismiss the applicant to the extent that it has not been annulled by the decision to reject the complaint, or annul the decision to reject the complaint to the extent that it has not annulled the dismissal decision;
- Order the defendant to pay to the applicant the sum of EUR 125 000 as compensation for the non-material and material damage suffered by the applicant;
- Order the defendant to pay the costs.

Form of order sought

- set aside memorandum RELEX.K.4 D(2006) 522434 of 30 November 2006;
- set aside memorandum D(2007) 502458 of 15 February 2007;
- set aside the decision closing the investigation into the incident of 6 September 2001 when the applicant sought the assistance of the security service of the European Commission delegation in Angola for the purpose of replacing a tyre on his car;
- set aside the defendant's decision, howsoever drawn up, to reject the request of 1 September 2006 which the applicant had forwarded to the appointing authority;
- set aside, to the extent necessary, memorandum ADMIN.B.2/MB/nb D(07) 16072 of 16 July 2007;
- set aside, to the extent necessary, the decision, howsoever drawn up, to reject the complaint of 26 March 2007 which the applicant had forwarded to the appointing authority;

Pleas in law and main arguments

The applicant seeks annulment of the decision by which the appointing authority decided to dismiss him and compensation for the damage he suffered. In support of his action, he contends that there has been abuse of office by the appointing

- order the defendant to conduct an investigation for the purpose of establishing the events of 5 May 2003 when the head *ad interim* of administration of the EC delegation in Angola drove the applicant's car from the parking lot outside his accommodation to a location approximately four kilometres away, the events of 6 September 2001, and whether there is any link between those events, and to notify the applicant without delay of the results of the investigation, to display in a number of suitable and visible locations notices containing in extract form the findings of the investigation and to ensure access to those findings; in the alternative, order the defendant to pay to the applicant, by way of compensation for the now irreversible harm resulting from the decision rejecting the request of 1 September 2006, the sum of EUR 100 000, or such other greater or lesser sum as the Tribunal may deem to be fair and equitable, and, with regard to the harm which will occur after the date on which this present application is made, the sum of EUR 20, or such other greater or lesser sum as the Tribunal may deem to be fair and equitable, for each day from the date following that on which this present application is made to the date on which, on conclusion of the investigation, the applicant will be notified and the findings given adequate publicity;
- order the defendant to pay to the applicant, by way of compensation for the now irreversible harm resulting from the refusal to send him an Italian translation of the memorandum of 30 November 2006, the sum of EUR 20 000, or such other greater or lesser sum as the Tribunal may deem to be fair and equitable, and, with regard to the harm which will occur after the date on which this present application is made, the sum of EUR 2, or such other greater or lesser sum as the Tribunal may deem to be fair and equitable, for each day from the date following that on which this present application is made to the date on which all measures are adopted to give effect to the annulment of the refusal;
- order the defendant to pay to the applicant, by way of compensation for the harm — both that which has already occurred and that which is liable to occur in the future — resulting from the decision to close the investigation, so far as concerns the harm which has now occurred irreversibly, the sum of EUR 20 000, or such other greater or lesser sum as the Tribunal may deem to be fair and equitable, to be paid immediately after judgment has been delivered in this case, and, with regard to the harm which will occur after the date on which this present application is made, the sum of EUR 25, or such other greater or lesser sum as the Tribunal may deem to be fair and equitable, for each day from the date following that on which this present application is made to the date on which the defendant will have adopted all measures to give effect to the requisite annulment of the decision to close the investigation;
- confirm the illegality of the fact that, at least up to the date on which he received the memorandum of 30 November 2006, the applicant was not provided with any notification of the decision to close the investigation;
- declare unlawful the failure to notify the applicant that the investigation had been closed;

- order the defendant to pay to the applicant, by way of compensation for the harm resulting from the failure to notify the latter that the investigation had been closed, the sum of EUR 50 000, or such other greater or lesser sum as the Tribunal may deem to be fair and equitable;
- order the defendant to pay the costs.

Pleas in law and main arguments

In support of the form of order sought, the applicant invokes the following three pleas: (1) absolute lack of reasons, by virtue of, *inter alia*, want of logic, inconsistency, unreasonableness, confusion, lack of good faith and absence or inadequacy of the investigation; (2) serious, patent and manifest breach of law; (3) breach of the duty of care and of the duty to ensure sound administration.

Action brought on 3 December 2007 — Adjemian and Others v Commission

(Case F-134/07)

(2008/C 64/109)

Language of the case: French

Parties

Applicants: Vahan Adjemian (Angera, Italy) and Others (represented by: S. Orlandi, A. Coolen, J.-N. Louis and E. Marchal, lawyers)

Defendant: Commission of the European Communities

The subject-matter and description of the proceedings

Annulment of the decisions of the Commission, first, refusing to renew the engagement of the applicants as contract staff for a fixed or indefinite period and, second, laying down conditions of employment. In support of their action, the applicants rely on infringement of the principle of stability of employment relations and in particular the unlawfulness of Article 88 of the Conditions of Employment of other servants of the European Communities ('Conditions of Employment') in so far as it limits the duration of the contracts of contract staff.

Form of order sought

- Annul the successive decisions of the Commission and in particular that of 28 April 2004 concerning the maximum duration of the recourse to non-permanent staff in its services;
- Declare Article 88 of the Conditions of Employment unlawful in so far as it limits the duration of the contracts for contract staff;