



Reports of Cases

Case C-564/13 P

Planet AE Anonymi Etaireia Parochis Symvouleftikon Ypiresion
v
European Commission

(Appeal — Article 340, first paragraph, TFEU — Contractual liability of the European Union — Article 272 TFEU — Arbitration clause — Sixth framework programme for research, technological development and demonstration activities — Contracts relating to the Ontogov, FIT and RACWeb projects — Eligible costs and amounts advanced by the Commission — Declaratory action — No vested and current interest in bringing proceedings)

Summary — Judgment of the Court (Fifth Chamber), 26 February 2015

1. *Judicial proceedings — General Court seised under an arbitration clause — Jurisdiction of the General Court defined exclusively by Articles 256 TFEU and 272 TFEU and the arbitration clause — Jurisdiction to hear a declaratory action — Assessment*

(Arts 256 TFEU and 272 TFEU)

2. *Actions for annulment — Natural or legal persons — Interest in bringing proceedings — Need for an actual and current interest — Assessment at the time when the action was lodged — Declaratory action*

(Art. 263, fourth para., TFEU)

1. Under Article 272 TFEU, read in conjunction with Article 256 TFEU, the General Court has jurisdiction to give judgment, at first instance, pursuant to any arbitration clause contained in a contract governed by public or private law concluded by or on behalf of the European Union. It follows from the foregoing that Article 272 TFEU is a specific provision allowing the courts of the European Union to be seised under an arbitration clause agreed by the parties for contracts governed by either public or private law, and without restriction as regards the nature of the action to be brought before the courts of the European Union.

Under the arbitration clause set out in the contracts at issue, the General Court or the Court of Justice, as the case may be, has jurisdiction to hear disputes between the European Union and the contractors as regards the validity, application or interpretation of those contracts. Nor does that arbitration clause limit the jurisdiction of the General Court or the Court of Justice on the basis of the nature of the action. Having regard to its wording, that arbitration clause is thus capable of establishing the jurisdiction of the General Court or the Court of Justice to hear a declaratory action, such as that at issue, concerning a dispute between the European Union and the appellant in relation to the application or interpretation of those contracts.

(see paras 22, 23, 25, 26)

2. An applicant's interest in bringing proceedings must, in the light of the purpose of the action, exist at the stage of lodging the action, failing which it will be inadmissible.

An applicant is not justified in submitting that, at the date on which its declaratory action was lodged before the General Court, it had a vested and current interest requiring judicial protection as of the point at which no request for repayment of the amounts advanced under the contracts at issue had yet been issued by the competent service of the Commission. Furthermore, the eligibility of the disputed costs was the subject of an audit, which is a merely preliminary and preparatory procedure, separate from the procedure that could eventually lead to a recovery of the costs, which would be carried out by the operational services of the Commission. Thus, the question whether and to what extent, those costs would actually give rise to a request by the Commission for repayment remained uncertain.

(see paras 31, 32, 34, 35)