Reports of Cases

JUDGMENT OF THE GENERAL COURT (Sixth Chamber)

16 December 2015 *

(Non-contractual liability — Local agent employed by the European Union delegation in Egypt — Termination of contract — Failure of the delegation to provide to the Egyptian social security institution the termination of service certificate in respect of the agent and subsequently to remedy the irregularity in her situation in that regard — Limitation period — Continuing harm — Partial inadmissibility — Principle of sound administration — Reasonable time — Article 41 of the Charter of Fundamental Rights — Sufficiently serious breach of a legal rule conferring rights on individuals — Certain loss — Causal link)

In Case T-138/14,

Randa Chart, residing in Woluwe-Saint-Lambert (Belgium), represented by T. Bontinck and A. Guillerme, lawyers,

applicant,

v

European External Action Service (EEAS), represented by S. Marquardt and M. Silva, acting as Agents,

defendant,

ACTION for damages in respect of the harm allegedly suffered by the applicant as a result of the failure of the European Union Delegation in Cairo (Egypt) to provide, following the applicant's resignation, her termination of service certificate to the Egyptian social security institution or subsequently to remedy the irregularity in her situation in that regard,

THE GENERAL COURT (Sixth Chamber),

composed of S. Frimodt Nielsen, President, F. Dehousse and A.M. Collins (Rapporteur), Judges,

Registrar: S. Bukšek Tomac, Administrator,

having regard to the written part of the procedure and further to the hearing on 2 July 2015,

gives the following

* Language of the case: French.

Judgment

Background to the dispute

1 In May 1990, the applicant, Mrs Randa Chart, who at that time was of Egyptian nationality, was engaged as a local agent by the Commission of the European Communities Delegation in Egypt, Cairo ('the delegation') to work as an assistant. She was subject to the Egyptian social security regime.

2 The delegation subsequently became part of the European External Action Service (EEAS).

3 On 8 October 2001, having been on leave for personal reasons since 20 October 2000, the applicant submitted her resignation and moved to Belgium to take up a new position of employment there.

4 Some time in 2004, the applicant took delivery of an apartment in Cairo, which she had purchased off plan in 1998.

5 On 3 February 2005, the applicant sent to a former colleague of hers at the delegation an email which read as follows:

'After my exciting experience in Europe, I thought of coming back home! So, I recently made several interviews in foreign companies/ institutions in Egypt and got a job offer from UNDP. Surprisingly, I don't seem to find my end-of-service form issued by the delegation (last employer).

This paper should be in my file at delegation. Could you please send me a "quick" scan [of the document] by email, then mail me the original to my address in Brussels …'

6 According to the explanations given by the applicant in her pleadings, which EEAS does not dispute, the certificate mentioned in the email referred to in paragraph 5 above is known as an 'estemara 6' certificate. Employers are under an obligation, within seven days of the termination of an employee's contract of employment, to prepare three copies of the certificate. The original is for the Egyptian social security institution, one copy is for the employee and another copy is retained by the employer. The employer must send the original certificate to the Egyptian social security institution. That is necessary so that the social security file linking the employee to the employer can be closed, so that a new social security file with a new employer can be opened and so that the employee can obtain his or her retirement benefits at the end of his or her career.

7 On 1 April 2005, the applicant received an email from an Egyptian company with which she was seeking employment. It stated that 'an administrative document [was] still needed from [her] in order to complete the recruitment process'. The author of the email wrote that she hoped that the applicant would be able to submit the document and sign her contract as soon as possible.

8 By email dated 11 August 2005, having received no reply to her email of 3 February 2005, the applicant reiterated her request to the delegation for an 'estemara 6' certificate in her name. She stated, in particular, that she had successfully completed a recruitment interview in Cairo and did not wish to 'lose' the offer she had received, as had happened with UNDP because of her inability to produce the certificate.

9 The applicant learned, from a letter dated 13 September 2005 sent to her by a potential employer in Egypt, that the delegation had in fact failed to deliver the 'estemara 6' certificate to the Egyptian social security institution. Consequently, so far as that institution was concerned, she was still regarded as an employee of the delegation. The potential new employer informed the applicant that, if the certificate were not sent to it within a week, it would be constrained to cancel the applicant's recruitment.

10 On 10 January 2006, another Egyptian company made the applicant an offer of employment, stating that she could commence work as soon as the recruitment procedure was completed.

11 The applicant repeated her request to the delegation for an 'estemara 6' certificate in her name on 14 March and 12 September 2006.

12 On 6 March 2007, another company established in Egypt sent the applicant a letter informing her that it would have liked to offer her employment as a personal assistant to the Managing Director but was unable to do so because the 'estemara 6' certificate in her name was missing.

13 Again, on 7 March and 3 December 2007 and 20 February 2008, the applicant asked the delegation to send her an 'estemara 6' certificate in her name.

14 In August 2008, the applicant obtained Belgian nationality.

15 On 5 February 2009, the applicant sent an email to the delegation stating that she had decided, in 2007, to 'liquidate her social security in Egypt' and that she had learned on that occasion from the Egyptian social security institution that her social security file was still open, because the delegation had not sent the institution the 'estemara 6' certificate. She also stated that she had contacted the delegation in November 2007 and that the delegation had confirmed that the certificate was not in her personnel file. Lastly, she again requested the delegation to take the necessary steps so that her social security file could be closed.

16 The delegation replied the same day, saying that it would do its best to resolve the problem, but that it needed a little time.

17 By email of 21 March 2009, the applicant asked the delegation to let her know how the matter was progressing. Having received no reply to that email, she wrote again to the delegation by email of 20 April 2009.

18 By email of 23 April 2009, the delegation informed the applicant that it was still endeavouring the find a solution to her problem and that it would contact her again when it had more information.

19 On 30 September 2009, having heard no further from the delegation, the applicant again asked the delegation to let her know how the matter was progressing. She repeated her request by email of 27 October 2009. Again, she received no reply.

20 On 15 February 2010, the applicant sent a letter to the Head of Unit K5 'Local Agents' within the Commission's Directorate-General for External Relations ('DG Relex') in which she repeated the facts set out in her email of 5 February 2009 (see paragraph 15 above), outlined the various exchanges of emails she had subsequently had with the delegation and complained of the delegation's inaction, lack of transparency and unresponsiveness.

21 By letter of 4 March 2010, the Head of Unit K5 informed the applicant that she was very sorry that the delegation had failed to answer her requests and that she would need a little time to obtain the relevant information from the delegation.

22 By letter of 18 March 2010, the delegation requested the Egyptian authority responsible for immigration and passports to issue a 'movement certificate' in the applicant's name and addressed to the Egyptian social security institution certifying that the applicant had left Egyptian territory in 2001.

23 By letter of 25 March 2010, the immigration and passports authority informed the delegation that it was only possible to issue such a certificate to a judicial authority or to the person concerned and, in the latter case, at that person's own request.

24 By email of 26 March 2010, an official within Unit K5 'Local Agents' of DG Relex informed the applicant that, after contacting the delegation, it appeared that a 'movement certificate' certifying that she had left Egyptian territory in 2001 needed to be issued by the Egyptian authority responsible for immigration and passports and that the delegation had already taken all necessary steps in that regard.

25 In May 2010, in Cairo, the applicant's husband met the Head of the delegation who explained to him that, in order for the applicant's social security file to be closed, it would be necessary for her to apply for a 'movement certificate' from the Egyptian authority responsible for immigration and passports.

26 By email of 14 June 2010, the applicant informed the delegation that she had been advised by a lawyer and by an 'administrative consultant' not to apply for a 'movement certificate'. She stated that she shared their view that it was for the delegation to find a solution to the problem and that applying for a 'movement certificate' could be seriously detrimental to her interests, since the document was also requested by persons suspected of having committed an offence, inter alia, so that they could provide an alibi.

27 On 13 October 2010, the applicant sent an email to the delegation to find out what steps it had taken to close her social security file. In the email she repeated that she regarded the solution proposed by the delegation, namely that of obtaining a 'movement certificate', to be inappropriate and unacceptable. She called on the delegation to give her a 'clear and concrete' answer by mid-November 2010.

28 On 17 October 2010, following a meeting between a representative of the delegation and an official of the Egyptian social security institution, the institution itself requested the Egyptian authority responsible for immigration and passports to send it a 'movement certificate' concerning the applicant. That request was never answered.

29 On 8 March 2011, the applicant's Egyptian legal adviser sent a letter to the Head of the delegation, inter alia, asking the Head of the delegation to make a financial proposal within one month so that an amicable settlement of the dispute relating to his client's social security file might be reached.

30 By letter of 7 April 2011, the Head of the delegation informed the applicant's Egyptian legal adviser that the matter was still under investigation and that an answer to his proposal would be given before 18 April 2011.

31 On 17 May 2011, the applicant's Egyptian legal adviser wrote again to the Head of the delegation, complaining that he had received no answer to his proposal and putting him on notice to give his answer by 3 June 2011.

32 By letter of 19 May 2011, the Head of the delegation informed the applicant's Egyptian legal adviser that the delegation could not accept the imposition of a deadline for its reply to the proposal and that the matter was still under investigation.

33 On 13 June 2011, the applicant submitted a complaint against the EEAS to the European Ombudsman in which she called into question the manner in which the delegation had addressed the matter of her social security file in Egypt.

34 In November 2011, the applicant sent to the Egyptian social security institution the 'estemara 6' certificate which, in October 2011, the delegation had finally agreed to send her. The institution nevertheless refused to accept the certificate on the ground that it had been backdated to October 2001.

35 On 8 March 2013, the Ombudsman gave his decision on the applicant's complaint. He found that the delegation bore responsibility for the failure to submit, within the prescribed period, the 'estemara 6' certificate and that all losses suffered by the applicant prior to May 2010 in connection with the irregularity in her position regarding social security were the result of that failure to submit the certificate and of the delegation's continuing failure, after 2001, to remedy the irregularity in the applicant's situation. On the other hand, the Ombudsman found that all losses suffered by the applicant after May 2010 were to be imputed solely to her, since she had refused to apply to the competent Egyptian authorities for a 'movement certificate'.

36 It is also clear from that decision that the Ombudsman had put a proposal for amicable settlement to the EEAS under the terms of which, inter alia, all necessary steps should be taken to close the applicant's social security file once she had provided the 'movement certificate', any outstanding sums, including any possible fine, be paid to the social security institution on the applicant's behalf, and any substantiated claim for compensation in respect of the loss allegedly suffered by the applicant prior to May 2010 be carefully considered.

37 Taking note of the EEAS's undertaking to comply with the first two elements of the proposal for amicable settlement, the Ombudsman closed the file in so far as concerned those aspects of the complaint. As regards the loss allegedly suffered by the applicant up to May 2010, the Ombudsman noted that the applicant had failed to furnish any evidence thereof and consequently closed the file on that aspect also, taking the view than no further inquiries into that matter were necessary.

38 By email of 10 July 2013, the applicant's husband made it known that the applicant had recently obtained the 'movement certificate' and requested the EEAS to organise a meeting 'in order to definitively close [the] dossier'. On 16 July 2013, in reply to that email, the EEAS invited the applicant to forward the certificate to the delegation. By email of the same date, the applicant's husband informed the EEAS that his wife was willing to send the 'movement certificate' on condition that a meeting was held at which the question of the compensation of the loss which she had suffered was also resolved. By email of 17 September 2013, the EEAS pointed out to the applicant that, in the decision of 8 March 2013, the Ombudsman had noted that the applicant had failed to furnish evidence of her alleged loss and had closed the file on that aspect of the complaint. It added that the applicant was entitled to submit such evidence if she so wished.

39 By letter of 30 October 2013, the applicant sent the EEAS a request for compensation of the material and non-material damage which she alleged she had suffered as a result of the alleged unlawful conduct of the delegation from October 2001 onwards, which she estimated at EUR 452339.18. In her letter she stated, in particular, that she was minded to send the 'movement certificate' to the EEAS 'once the EEAS accept[ed] the errors it had made between 2001 and the present and acknowledge[d] the Union's non-contractual liability ... and ma[de] good the loss which it ha[d] caused'.

40 By letter of 8 January 2014, the EEAS rejected the applicant's claim, arguing that it was time-barred in that the applicant had been aware of the event giving rise to liability since 13 September 2005 (see paragraph 9 above).

41 When questioned on this point at the hearing, the EEAS stated that, at the time of the hearing, the applicant's social security file in Egypt was most likely still open.

Procedure and forms of order sought by the parties

42 By application lodged at the Registry of the General Court on 27 February 2014 the applicant brought the present action.

43 On a proposal from the Judge-Rapporteur, the General Court (Sixth Chamber) decided to open the oral part of the procedure and, by way of measures of organisation of procedure pursuant to Article 64 of its Rules of Procedure of 2 May 1991, invited the parties to reply in writing to certain written questions, which they did within the time allowed.

44 The parties presented oral argument and answered the questions put by the Court at the hearing on 2 July 2015.

45 The applicant claims that the Court should:

— acknowledge the non-contractual liability of the EEAS;

— order the EEAS to pay damages in respect of the harm suffered, estimated at EUR 509283.88, subject to any increase during the proceedings;

— in the alternative, order the EEAS to pay damages in respect of the harm suffered, from 30 October 2008 onwards, estimated at EUR 380 063,81, subject to any increase during the proceedings;

— order the EEAS to pay the costs.

46 The EEAS contends that the Court should:

— dismiss the application as inadmissible;

— in the alternative, dismiss the action as unfounded;

— order the applicant to pay the costs.

47 In addition, the applicant requests the Court to order the EEAS, by way of measures of organisation of procedure, to produce the documents which prove the steps taken by the delegation and the EEAS to resolve the present dispute.

Law

Preliminary observations

48 Pursuant to the second paragraph of Article 340 TFEU, in the case of non-contractual liability, the European Union must, in accordance with the general principles common to the laws of the Member States, make good any damage caused by its institutions or by its servants in the performance of their duties.

49 According to settled case-law, in order for the Union to incur non-contractual liability under the abovementioned provision for the unlawful conduct of its institutions or organs, a number of conditions must be satisfied: the conduct alleged against the institution or organ of the European Union must be unlawful, actual damage must have been suffered and there must be a causal link between the alleged conduct and the damage complained of (judgments of 29 September 1982 in *Oleifici Mediterranei* v *EEC*, 26/81, ECR, EU:C:1982:318, paragraph 16, and 14 December 2005 in *Beamglow* v *Parliament and Others*, T-383/00, ECR, EU:T:2005:453, paragraph 95).

50 Those three conditions are cumulative. Therefore, if one of them is not fulfilled that is sufficient for an action for damages to be dismissed (see, to that effect, the judgments of 15 September 1994 in *KYDEP* v *Council and Commission*, C-146/91, ECR, EU:C:1994:329, paragraph 81, and 20 February 2002 in *Förde-Reederei* v *Council and Commission*, T-170/00, ECR, EU:T:2002:34, paragraph 37).

51 As regards the condition relating to the unlawfulness of the alleged conduct of the EU institution or body concerned, the case-law requires that there be established a sufficiently serious breach of a rule of law intended to confer rights on individuals (judgment of 4 July 2000 in *Bergaderm and Goupil* v *Commission*, C-352/98 P, ECR, EU:C:2000:361, paragraph 42). The decisive test for finding that a breach is sufficiently serious is whether the EU institution or organ concerned manifestly and gravely disregarded the limits on its discretion. Where that institution or body has only a considerably reduced discretion, or even none at all, the mere infringement of EU law may be sufficient to establish the existence of a sufficiently serious breach (judgments of 10 December 2002 in *Commission* v *Camar and Tico*, C-312/00 P, ECR, EU:C:2002:736, paragraph 54, and 12 July 2001 in *Comafrica and Dole Fresh Fruit Europe* v *Commission*, T-198/95, T-171/96, T-230/97, T-174/98 and T-225/99, ECR, EU:T:2001:184, paragraph 134).

52 As regards the condition requiring actual harm to have been suffered, the Union will incur liability only if the applicant has actually suffered real and certain loss (judgment of 16 January 1996 in *Candiotte* v *Council*, T-108/94, ECR, EU:T:1996:5, paragraph 54). It is for the applicant to produce conclusive proof of both the fact and the extent of such harm (see the judgment of 16 September 1997 in *Blackspur DIY and Others* v *Council and Commission*, C-362/95 P, ECR, EU:C:1997:401, paragraph 31 and the case-law cited). The requirement as to the existence of specific damage is satisfied if the damage is imminent and foreseeable with sufficient certainty, even if it cannot yet be precisely assessed (judgment of 14 January 1987 in *Zuckerfabrik Bedburg and Others* v *Council and Commission*, 281/84, ECR, EU:C:1987:3, paragraph 14, and order of 14 December 2005 in *Arizona Chemical and Others* v *Commission*, T-369/03, Rec, EU:T:2005:458, paragraph 106).

53 As regards the condition that there be a causal link between the alleged conduct and the harm pleaded, the alleged harm must be a sufficiently direct consequence of the conduct complained of, and that conduct must be the determinant cause of the harm, whereas there is no obligation to make good every harmful consequence, even a remote one, of an unlawful situation (judgment of 4 October 1979 in *Dumortier and Others* v *Council*, 64/76, 113/76, 167/78, 239/78, 27/79, 28/79 and 45/79, ECR, EU:C:1979:223, paragraph 21; see also the judgment of 10 May 2006 in *Galileo International Technology and Others* v *Commission*, T-279/03, ECR, EU:T:2006:121, paragraph 130 and the case-law cited). It is for the applicant to adduce evidence of the causal nexus between the conduct complained of and the injury pleaded (see the judgment of 30 September 1998 in *Coldiretti and Others* v *Council and Commission*, T-149/96, ECR, EU:T:1998:228, paragraph 101 and the case-law cited).

54 Moreover, under the first paragraph of Article 46 of the Statute of the Court of Justice of the European Union, applicable to proceedings before the General Court pursuant to the first paragraph of Article 53 thereof:

‘Proceedings against the Union in matters arising from non-contractual liability shall be barred after a period of five years from the occurrence of the event giving rise thereto. The period of limitation shall be interrupted if proceedings are instituted before the Court of Justice or if prior to such proceedings an application is made by the aggrieved party to the relevant institution of the Union. In the latter event the proceedings must be instituted within the period of two months provided for in Article 263 [TFEU]; the provisions of the second paragraph of Article 265 [TFEU] shall apply where appropriate.’

55 The function of the limitation period is to reconcile protection of the rights of the aggrieved person and the principle of legal certainty. The length of the limitation period was thus determined by taking into account, in particular, the time that the party who has allegedly suffered harm needs to gather the

appropriate information for the purpose of a possible action and to verify the facts likely to provide the basis of that action (see the order of 14 September 2005 in *Ehcon* v *Commission*, T-140/04, ECR, EU:T:2005:321, paragraph 57 and the case-law cited).

56 The limitation period begins once all the requirements governing the obligation to provide compensation for damage are satisfied and, in particular, once the damage to be made good has materialised (judgment of 17 July 2008 in *Commission* v *Cantina sociale di Dolianova and Others*, C-51/05 P, ECR, EU:C:2008:409, paragraph 54). In particular, in disputes arising from individual measures, the limitation period begins as soon as those measures have produced their effects vis-à-vis the persons concerned by them (judgment of 19 April 2007 in *Holcim (Deutschland)* v *Commission*, C-282/05 P, ECR, EU:C:2007:226, paragraphs 29 and 30, and the order of 1 April 2009 in *Perry* v *Commission*, T-280/08, EU:T:2009:98, paragraph 36).

57 Lastly, where the victim could have known only belatedly of the event giving rise to the damage, the limitation period cannot begin for that person before he could have become aware of it (see the judgment of 13 December 2006 in *É.R. and Others* v *Council and Commission*, T-138/03, ECR, EU:T:2006:390, paragraph 49 and the case-law cited).

58 In a case of continuing damage, the limitation period referred to in Article 46 of the Statute of the Court applies, by reference to the date of the event which interrupted the limitation period, to the period preceding that date by more than five years and does not affect any rights arising during subsequent periods (orders of 14 December 2005 in *Arizona Chemical and Others* v *Commission*, T-369/03, ECR, EU:T:2005:458, paragraph 116, and 10 April 2008 in *2K-Teint and Others* v *Commission and EIB*, T-336/06, EU:T:2008:104, paragraph 106).

Admissibility

59 While not raising a formal objection of inadmissibility pursuant to Article 114 of the Rules of Procedure of 2 May 1991, the EEAS argues that the present action is inadmissible on the ground that it is time-barred pursuant to Article 46 of the Statute of the Court of Justice. The EEAS claims that the applicant became aware of the event giving rise to the alleged damage ‘at least by 1 April 2005, or at the latest 6 March 2007’, that is to say, more than five years before she made her initial request for compensation, on 30 October 2013. At the hearing, in response to a question put by the General Court, the EEAS stated that, in its view, it was by February 2008 at the latest that the three cumulative conditions enabling the applicant, in any event, to claim compensation in respect of the alleged harm, were fulfilled.

60 The EEAS submits that the applicant cannot successfully argue that the alleged unlawful conduct has continued up to the present time, entailing continuing harm, recurring on a daily basis. It emphasises that, in accordance with the case-law, the conditions to which the obligation to make good the damage referred to in the second paragraph of Article 340 TFEU is subject and, therefore, the rules on limitation periods which govern actions for compensation in respect of such damage may be based only on strictly objective criteria. However, the applicant’s arguments are based on her ’subjective perception’ that all the events in her professional and personal life since 2001 are consequential upon the delegation’s initial failure to issue an ‘estemara 6’ certificate in her name. The EEAS concludes that time, for the purposes of the limitation period, began to run when ‘the failure to close the applicant’s file with the social security institution effectively and objectively caused her harm, by preventing [her] from accepting offers from potential employers’.

61 The applicant disputes the objection of inadmissibility raised by the EEAS.

62 Primarily, the applicant claims that the delegation's alleged unlawful conduct did not cease in October 2001, but has been causing her continuing and increasing harm since then. It is settled case-law that, where harm is of such a continuous nature, the limitation period does not commence until the date when that harm is 'fully materialised'. Therefore, no time-bar can be raised against her.

63 In the alternative, the applicant, while repeating that the alleged harm is ongoing and pointing out that she sent an initial request for compensation to the EEAS on 30 October 2013, which constitutes an action interrupting the limitation period, claims that the present action cannot be time-barred in so far as concerns the harm arising after 30 October 2008.

64 The applicant's principal complaint against the delegation and the EEAS concerns their failure to issue the 'estemara 6' certificate within the seven days following her resignation, in October 2001, and their subsequently failure to remedy the irregularity in her situation with regard to the Egyptian social security institution and to answer her inquiries. In that context, she alleges infringement, first, of the principle of sound administration, secondly, of the principle that decisions must be adopted within a reasonable time and, thirdly, of applicable Egyptian law.

65 The applicant also complains that the delegation and the EEAS attempted to obtain, without her consent and without even informing her first, a 'movement certificate' concerning her. In this connection, she alleges infringement of her right to respect for her private life.

66 The applicant maintains that she has suffered both material harm and non-material damage as a result of those alleged unlawful acts on the part of the delegation and the EEAS.

67 The first head of material harm which the applicant puts forward consists in the administrative expenses and legal fees which she has incurred in connection with various steps, in particular administrative steps, that she has undertaken in Belgium and Egypt, which she estimates at EUR 5 200 in total. In substance, she argues that, since it was impossible for her to return to work in Egypt because of the alleged unlawful conduct of the delegation and the EEAS, she had to endure every year in Belgium a 'long administrative marathon' of dealings with the authorities in order to obtain work and residence permits and, ultimately, Belgian nationality.

68 The second head of material harm which the applicant alleges consists in the accommodation costs that she has incurred in Belgium since 1 January 2004. She claims reimbursement of the moneys paid for the rental of two apartments which she occupied there in succession, between that date and 31 January 2008, the cost of purchasing furniture for the second of those apartments and interest payable under a loan agreement entered into for the purchase of an apartment in Belgium in July 2007, which she moved into on 1 February 2008.

69 The third head of material harm alleged by the defendant relates to the loss of the opportunity she had of returning to work in Egypt from 1 January 2004 onwards and of pursuing there a professional career that would have been more prestigious, more dynamic and more lucrative and would have offered better prospects than the career she has had in Belgium.

70 The fourth head of material harm which the applicant puts forward consists in the small amount of the pension she will be able to claim in Belgium. She asserts that, because of the alleged unlawful conduct of the delegation and the EEAS, she will be unable to accumulate the minimum number of years required for entitlement to a retirement pension in Egypt and that the period for which she will have made contributions in Belgium will be too short for her to earn entitlement to a full retirement pension in Belgium.

71 The fifth head of material harm alleged by the applicant consists in the travel expenses she has incurred in travelling to Egypt to meet potential employers while seeking employment there and to visit her family and friends. She estimates these expenses at EUR 8 000, on the basis of two journeys a year and an average return air fare of EUR 400.

72 As regards the non-material damage alleged, first of all, the applicant asserts that the alleged unlawful conduct of the delegation and the EEAS has caused her stress and anxiety resulting in digestive problems, skin reactions and profound depression. Secondly, she states that it is painful for her to be far from her family and friends.

73 The applicant maintains that the various heads of material harm and non-material damage mentioned in paragraphs 67 to 72 above are the direct consequence of the failure of the delegation and the EEAS to issue an 'estemara 6' certificate in her name and subsequently to remedy the irregularity in her situation in that regard. In so far as concerns the alleged unlawful conduct consisting in the delegation's attempts to obtain, without her prior consent, a 'movement certificate' concerning her, the applicant stated, in answer to a question put by the General Court in writing, that that had caused her 'particular stress and tension, which [had] added to the non-material damage that [she has] suffered since 2004'.

74 Without prejudice to the question whether the conduct alleged against the delegation and the EEAS is capable of giving rise to non-contractual liability on the part of the European Union or the question whether the condition that there must be a direct causal link has in each case been fulfilled, it is necessary to determine the precise moment in time at which the purported injurious effects materialised vis-à-vis the applicant. In order to do that, it is necessary to consider in turn each of the heads of material harm and non-material damage in respect of which the applicant seeks compensation.

75 It must be observed at the outset that the parties are agreed that the delegation was under an obligation, pursuant to applicable Egyptian law, to fill up and deliver the 'estemara 6' certificate relating to the applicant in October 2001 and that it failed to do so. It is clear from the case file that the applicant, who at that time was in Belgium, only became aware, quite fortuitously, of that omission on 13 September 2005 (see paragraph 9 above). Admittedly, by emails of 3 February 2005 (see paragraph 5 above) and 11 August 2005 (see paragraph 8 above), she had already asked the delegation to send to her in Belgium her copy of the certificate. Nevertheless, on those dates she believed in all good faith that that copy was held on her personnel file at the delegation. Little did she know that, in fact, the delegation had not even prepared the certificate. Therefore, it must be held that, in accordance with the case-law cited in paragraph 57 above, the limitation period could not, in any event, have commenced before 13 September 2005. It certainly could not have commenced in October 2001.

76 It must be observed that the material harm and non-material damage alleged by the applicant all arise from the same circumstance, namely the fact that, given the delegation's failure to issue an 'estemara 6' certificate in her name, the applicant was unable to obtain new employment in Egypt or, as a result, to move back to that country.

77 According to the applicant, what then happened is as follows:

— she had to renew her Belgian work and residence permits and then apply for Belgian nationality, and had to employ the services of a Belgian and an Egyptian lawyer (the first head of material harm claimed);

— she had to continue paying accommodation costs in Belgium (the second head of material harm claimed);

— she was prevented from pursuing a professional career in Egypt (the third head of material harm);

— she will be unable to claim entitlement to a pension in Egypt or to receive a full retirement pension in Belgium (the fourth head of material harm);

— she must pay travel expenses twice a year, in particular to visit her family and friends in Egypt (the fifth head of material harm);

— she suffers stress and anxiety and finds it painful to be far from her family and friends.

78 In numerous passages in her pleadings the applicant claims that the alleged harm has, since October 2001, been of a continuous nature, inasmuch as the delegation's failure to issue an 'estamara 6' certificate in her name has persisted since that date. However, where the applicant describes the various heads of harm and damage in greater detail she identifies the date on which they commenced as 1 January 2004.

79 It must be noted in this connection, first of all, that the documents in the file establish that it was not until early 2005 that the applicant began to attend interviews with a view to finding employment in Egypt and, for the first time, missed an opportunity of employment in that country as a result of the absence of any 'estemara 6' certificate in her name from her social security file (see paragraphs 5 and 8 above). Therefore, the applicant cannot, in any event, claim compensation with effect from 1 January 2004.

80 Next, without pre-judging at this stage the amenability to compensation of the harm alleged by the applicant, it must be observed that only certain heads of claim relate to harm that is potentially continuous in nature.

81 It must be observed in this connection that it follows from the case-law that harm which is repeated over successive periods of time and which increases with the passage of time must be regarded as continuous (see, to that effect, the order of 4 September 2009, *Inalca and Cremonini* v *Commission*, T-174/06, EU:T:2009:306, paragraph 57).

82 That definition does not cover the material loss consisting in the administrative expenses and legal fees which the applicant incurred in Belgium in connection with the renewal of her residence and work permits and the acquisition of Belgian nationality. Those expenses, albeit repeated on a number of occasions between 2005 and August 2008, were instantaneous in nature in that they were incurred on the date on which each of the relevant administrative steps was taken and did not increase with the passage of time.

83 That aspect of the first head of alleged material harm arose for the applicant for the last time in August 2008, that is, more than five years before she first made her initial claim for compensation, on 30 October 2013, and brought the present action for damages. It must therefore be concluded that the action is time-barred in so far as concerns that aspect.

84 As for the legal fees which the applicant allegedly incurred in Egypt, which also fall under the first head of material harm claimed and which also, by their nature, are instantaneous, suffice it to observe that the applicant has not specified the date on which they arose. Moreover, she has furnished no evidence to demonstrate their existence or extent.

85 It follows that the claim for compensation in respect of the first head of material harm alleged must be rejected.

86 Equally, the harm consisting in the travel expenses which the applicant allegedly incurred in travelling to Egypt cannot be regarded as ongoing. Indeed, by their very nature, such expenses arise as a matter of fact on the occasion of each journey and they do not increase with the passage of time.

87 In this case, the applicant has not specified the dates on which these travel expenses arose for her. At very most, it might be assumed that they relate to the years 2004 to 2013 and on that basis concluded that the action is time-barred in so far as concerns the expenses incurred prior to 2009. However, the applicant has, in any event, furnished no evidence of the existence or extent of the travel expenses she alleges.

88 Therefore, the claim for compensation of the fifth head of material harm must be dismissed in its entirety.

89 On the other hand, the three remaining heads of material harm alleged concern harm that is potentially continuous in nature.

90 It must be observed that it is apparent, to the requisite legal standard, from the documents before the court that, from early 2005 onwards, the applicant entertained the wish to return to live and work in Egypt, but that she had never found employment in that country because of the delegation's continuing failure to issue an 'estemara 6' certificate in her name and that, because of this, she was constrained to continue living and working in Belgium. As regards that last point, it must immediately be emphasised that, contrary to the argument which the EEAS makes on several occasions in its pleadings, the applicant's decision to remain in Belgium from 2005 onwards was not a matter of her own free will; it may be attributed, to use the applicant's own words, to the 'impasse in the administrative situation in Egypt'. The fact that, a number of years on, she decided to establish herself definitively in Belgium and to obtain Belgian nationality may be explained, first and foremost, by her resignation in the face of the delegation's failure to respond to the many requests she made for an 'estamara 6' certificate to be issued in her name and by her desire to mitigate, as far as possible, the extent of the harm she felt she was suffering.

91 Therefore, the accommodation expenses which the applicant incurred in Belgium from 2005 onwards may, in any event, be regarded as ongoing. Had she been able to return to work in Egypt at that time, she could have resided in the apartment she had purchased in Cairo (see paragraph 4 above).

92 As regards the applicant's lost opportunity of pursuing in Egypt a professional career that would have been more interesting and more lucrative than the career she has had in Belgium and the alleged consequences of that lost opportunity in terms of pension rights, these, if proven, are ongoing and progressive, since they are connected with the applicant's inability, since 2005, to return to work in Egypt.

93 Lastly, in so far as concerns the non-material damage alleged by the applicant, that, if proven to the requisite standard, must, by its very nature, be regarded not as instantaneous but as something recurring daily throughout the entire period for which she has been prevented from returning to work and live in Egypt.

94 The EEAS cannot claim that the applicant's arguments regarding the continuous nature of this alleged damage are based on her 'subjective perception' that all the events in her professional and personal life since 2001 are consequential upon the delegation's initial failure to issue the 'estemara 6' certificate. Indeed, the applicant's arguments are based not on any purely subjective assessment on her part, but on numerous objective, concrete facts recorded in the documents that are before the court, which disclose, in particular, that the applicant firmly intended, from the beginning of 2005 onwards, to return to live and work in the country of her birth, where she owns an apartment and where her family and friends live, and that she missed real employment opportunities in Egypt in 2005, 2006 and 2007 because of the absence from her social security file of an 'estamara 6' certificate in her

name. It is also clear from the case file that, despite the many requests which the applicant made, from February 2005 onwards, for the irregularity in her situation to be remedied, it was not until more than five years later that the delegation, principally in its own interests (see paragraph 119 below), deigned to take a first real step in the matter and attempt to obtain a 'movement certificate' concerning the applicant. It is also clear that, as a consequence of this inextricable situation, the applicant suffered stress and anxiety which caused her physical and psychological problems some of which still persisted at the time when she brought the present action.

95 Furthermore, the EEAS fails to consider the precise formulation of the applicant's complaint, which does not concern the delegation's failure to issue an 'estemara 6' certificate in her name in October 2001 so much as its wilful failure subsequently to remedy the irregularity in her situation, despite the requests she consistently and repeatedly made in that regard from February 2005 onwards. The applicant submits that, given the persistence of that alleged unlawful conduct, the injurious effects which she alleges have continued to arise at regular intervals, and to increase.

96 As regards the consequences to be drawn from the finding that the second, third and fourth heads of material harm alleged, and the non-material damage alleged, are continuous in nature, it must be held that the applicant's principle argument, namely that no time-bar may be raised against her in this case, since the purported unlawful conduct of the delegation and the EEAS, along with the injurious effects flowing from that conduct, persist up to the present time, is not consistent with the case-law cited in paragraph 58 above. Moreover, in reply to the written question put to her by the Court, and at the hearing, the applicant expressly acknowledged that her principal argument was based on an incorrect interpretation of that case-law and stated that she withdrew that argument and maintained only the argument which she puts forward in the alternative.

97 In accordance with that latter argument, and having regard to the fact that the applicant made an initial request for compensation to the EEAS on 30 October 2013, it must be held that the present action is admissible in so far as it concerns compensation in respect of the second, third and fourth heads of material harm alleged and the non-material damage alleged, to the extent that that harm and damage were suffered after 30 October 2008. As to the remainder, it must be dismissed.

Substance

The alleged unlawful conduct

98 First, the applicant complains, in substance, that the EEAS and the delegation failed to issue an 'estemara 6' certificate in her name within the seven days following her resignation in October 2001 and that they subsequently failure to remedy the irregularity in her situation with regard to the Egyptian social security institution despite her many requests to that effect. Secondly, she complains that the EEAS and the delegation attempted to obtain, without her consent and without even informing her first, a 'movement certificate' concerning her.

– The failure to issue an 'estamara 6' certificate in the applicant's name and subsequently to remedy the irregularity in her situation

99 As regards this first allegation of unlawful conduct, the applicant argues infringement, first, of the principle of sound administration, secondly, of the principle that decisions must be adopted within a reasonable time and, thirdly, of applicable Egyptian law.

100 In so far as concerns, first of all, the purported infringement of the principle of sound administration, the applicant argues that, at no point did the delegation or the EEAS address her situation in a fair and impartial manner, which is an infringement of Article 41 of the Charter of Fundamental Rights of the

European Union. She states that, for a number of years, she was unable to obtain any firm answer from the delegation to her numerous requests and that the delegation deliberately and unjustly ignored her case. She also maintains that the EEAS failed promptly to give effect to the Ombudsman's decision of 8 March 2013.

101 The EEAS disputes that it remained entirely inactive and that its attitude toward the applicant was lacking in respect and unfair. It asserts that it replied to the applicant's requests several times and that it took steps to resolve the problem in question. It also disputes that it failed to act upon the Ombudsman's decision of 8 March 2013 and, in particular, points out in this connection that, on several occasions, it requested the applicant to send it a 'movement certificate', which the applicant refused to do.

102 Secondly, the applicant submits that the EEAS and the delegation infringed the principle that decisions must be taken within a reasonable time, in that, to this day, they have still not remedied the irregularity in her situation with regard to Egyptian social security, despite the fact that she requested the delegation in early 2005 to send her the 'estemara 6' form as quickly as possible, followed that request up with the delegation several times by telephone, letter and email, and contacted DG Relex in 2010 and despite the Ombudsman's having delivered a decision in which EEAS's conduct was found to be unlawful and the harm flowing therefrom to be established.

103 The EEAS claims that the applicant did not contact the delegation until February 2005 and that it was only in 2007 that the exchanges of correspondence between the two became increasingly frequent. It claims that the fact that the applicant's situation has still not been rectified is due to her refusal, since 2010, to send it a 'movement certificate'. The length of time that the situation which gave rise to the present action has persisted is therefore attributable to the applicant herself, at least in part. In particular, as is clear from the Ombudsman's decision of 8 March 2013, the harm which the applicant has suffered since May 2010 is solely attributable to the applicant, since she has refused to cooperate with the delegation.

104 Thirdly, the applicant asserts that the delegation infringed applicable Egyptian law by failing to issue an 'estemara 6' certificate in her name within seven days of the termination of her contract of employment. She claims that the delegation alone was in a position to remedy that breach. However, it has refused since 2005 to remedy the irregularity in her situation, doing so purely for financial reasons, inasmuch as the measure required to remedy the irregularity is incapable of having retroactive effect and can only take effect from the date on which the certificate is lodged, which means that social security contributions will have to be paid up to that date.

105 The EEAS acknowledges that it did not issue the 'estamara 6' certificate within the time allowed but repeats that, when it attempted to resolve the problem, it was unable to obtain the applicant's cooperation, in that she refused to apply for a 'movement certificate'. The EEAS submits that it would not be correct to close the applicant's social security file as if she had worked for the delegation up to the present time. It adds that the delegation finally had recourse to the services of a legal adviser, who sent the certificate to the applicant's last address in Egypt along with a letter to the Egyptian social security institution, which, however, has never replied.

106 It is appropriate to examine first of all the alleged infringement of applicable Egyptian law.

107 It must be observed in this connection that the parties are agreed that, under applicable Egyptian law, the delegation was required, within seven days of the termination of the contract of employment between it and the applicant, to prepare the 'estemara 6' certificate in the applicant's name and to deliver it to the Egyptian social security institution, and that it omitted to do so. As the EEAS stated at the hearing, it would even appear that, on the date of the hearing, the applicant's situation in that regard had still not been rectified (see paragraph 41 above).

108 Nevertheless, as the applicant acknowledged, moreover, at the hearing, it must be observed that that failure to comply with the national rules of a third country does not, in and of itself, constitute an infringement of EU law of such a kind as to give rise to the non-contractual liability of the European Union. Indeed, it has been held that omissions by the Union's institutions give rise to liability on the part of the European Union only when those institutions have violated a legal obligation to act under a provision of EU law (judgments in *KYDEP* v *Council and Commission*, cited in paragraph 50 above, EU:C:1994:329, paragraph 58, and of 13 November 2008 in *SPM* v *Council and Commission*, T-128/05, EU:T:2008:494, paragraph 128).

109 On the other hand, where a failure to comply with the national rules of a third country constitutes, at the same time, an infringement of a rule of EU law, and in particular an infringement of a general principle of EU law, the Union may incur non-contractually liability. Accordingly, in the present case, the infringement of applicable Egyptian law which the EEAS acknowledges must be assessed not in isolation, but in the context of the pleas alleging infringement of the principle of sound administration and of the principle that decisions must be adopted within a reasonable time.

110 Secondly, the Court finds it appropriate to address together the pleas alleging infringement of the principle of sound administration and infringement of the principle that decisions must be adopted within a reasonable time.

111 It must be borne in mind in this connection that Article 41 of the Charter of Fundamental Rights, entitled 'Right to good administration', states, in paragraph 1 thereof, that every person has the right to have his or her affairs handled impartially, fairly and within a reasonable time by the institutions, bodies, offices and agencies of the European Union. Article 41(3) of the Charter reflects the principle enshrined in the second paragraph of Article 340 TFEU, providing that every person has the right to have the Union make good any damage caused by its institutions or by its servants in the performance of their duties, in accordance with the general principles common to the laws of the Member States.

112 The Explanations relating to the Charter of Fundamental Rights state that Article 41 of the Charter is based on the existence of the Union as subject to the rule of law whose characteristics have been developed in the case-law which has enshrined, inter alia, good administration as a general principle of law.

113 The principle of sound administration, where it constitutes the expression of a specific right such as the right to have one's affairs handled impartially, fairly and within a reasonable time, as provided for in Article 41 of the Charter of Fundamental Rights, must be regarded as a rule of EU law whose purpose is to confer rights on individuals (see, with regard to the duty to act with all necessary diligence, which is inherent in the principle of sound administration and obliges the relevant institution to examine carefully and impartially all the relevant facts of the case, the judgment of 16 December 2008 in *Masdar (UK)* v *Commission*, C-47/07 P, ECR (Extracts), EU:C:2008:726, paragraph 91 and the case-law cited; see also, to that effect, the judgments of 4 October 2006 in *Tillack* v *Commission*, T-193/04, ECR, EU:T:2006:292, paragraph 127, and *SPM* v *Council and Commission*, cited in paragraph 108 above, EU:T:2008:494, paragraph 127).

114 Furthermore, it must be held that the institutions, bodies, offices and agencies of the European Union enjoy no margin of discretion in so far as concerns the observance, in any given case, of the principle of sound administration, as it is invoked in the present case. Consequently, a finding that the delegation and the EEAS infringed that principle is sufficient in itself to establish the existence of a sufficiently serious breach within the sense of the case-law cited in paragraph 51 above.

115 The Court must take note of the fact that, at the hearing, the EEAS conceded that, in the present case, there had been an infringement of the principle of sound administration, for the purposes of Article 41 of the Charter of Fundamental Rights and, in particular, of the principle that decisions must be taken within a reasonable time.

116 The information in the case file and the sequence of events, described in paragraphs 1 to 41 above, demonstrate, in any case, the existence of such a breach. In essence, displaying a complete lack of consideration for the applicant, who had nevertheless been its employee for more than 10 years, the delegation, which was succeeded by the EEAS, not only failed to prepare and deliver to the Egyptian social security institution the 'estemara 6' certificate in the applicant's name in October 2001, but also failed to take any real action in response to the request made on 3 February 2005 (see paragraph 5 above) and subsequently reiterated on numerous occasions (see paragraphs 8, 11, 13, 15, 17, 19 and 20 above) up to 18 March 2010. At that juncture it then attempted to obtain a 'movement certificate' in the applicant's name (see paragraph 22 above). Until that point in time the delegation remained inactive and maintained silence in the face of the applicant's requests, or gave purely evasive answers, stating that it needed a little more time to find a solution to the problem. When asked about this at the hearing, the EEAS was unable to provide the slightest explanation for the delegation's failure to respond to the quite legitimate requests made by the applicant.

117 The EEAS cannot justify its subsequent failure to remedy the irregularity in the applicant's situation by reference to the fact that she refused to apply for and then send on to it a 'movement certificate', as the delegation had asked her to do a number of times since the middle of 2010.

118 Indeed, as the applicant emphasised in her pleadings and at the hearing, it has not been demonstrated that producing a 'movement certificate' establishing that she had left Egypt in October 2001 was indispensable to the rectification of her social security situation. Therefore, having regard to the personal reasons to which the applicant has alluded and to the EEAS's refusal seriously to consider the possibility of granting her compensation, it is understandable that she should have been reluctant to apply for such a certificate. It must be observed in this connection that 'movement certificates' are not innocuous documents, even if it has not been established that they are only, or principally, used in the context of criminal proceedings.

119 In reality, as was clearly apparent at the hearing, the attempts which the delegation and the EEAS made to obtain a 'movement certificate' were made, first and foremost, in their own interests, so that the applicant's social security file could be closed with retroactive effect as from October 2001. The parties are agreed that the delegation could, at any time, have prepared an 'estemara 6' certificate bearing the date on which it was actually delivered to the Egyptian social security institution, but in that case it would have risked incurring liability to pay the arrears of social security contributions due up to that date. It must be recalled in this connection that the 'estamara 6' certificate which the delegation finally agreed to send the applicant in October 2011 was refused by the social security institution on the ground that it had been backdated to October 2001 (see paragraph 34 above).

120 It follows from the foregoing considerations that, by failing to issue an 'estamara 6' certificate in the applicant's name within the period allowed under Egyptian law and by failing subsequently to remedy the irregularity in the applicant's situation, the delegation and the EEAS conducted themselves unlawfully and in such a way as to give rise to the non-contractual liability of the Union.

– The delegation's attempt to obtain a 'movement certificate'

121 The applicant claims that the delegation infringed her right to respect for her private life in that, in 2010, it contacted the Egyptian authorities responsible for immigration and passports in order to obtain a 'movement certificate' without informing her and, more importantly, without her consent.

122 The EEAS denies that it has infringed the applicant's right to respect for her private life. It states, in particular, that it was in all good faith and with the intention of rectifying the applicant's situation that, acting on information received from the Egyptian social security institution, the delegation itself attempted to obtain the 'movement certificate'.

123 Suffice it to observe in this connection that the applicant has in no way shown in what way the delegation's endeavours to obtain a 'movement certificate' concerning her and merely certifying her departure from Egypt in October 2001 could have impinged upon her private life. As the EEAS has stated, without being contradicted on the point by the applicant, the information of which the delegation meant to obtain an official attestation for purely administrative purposes had already been communicated to the delegation by the applicant when she gave her resignation, and it was therefore in no way private.

124 Therefore, it cannot be held that the delegation's attempts to obtain a 'movement certificate' concerning the applicant constitute unlawful conduct capable of giving rise to non-contractual liability on the Union's part.

The alleged harm and the causal nexus

125 It is clear from paragraphs 106 to 120 above that the delegation, and subsequently the EEAS, committed an unlawful act capable of giving rise to non-contractual liability on the Union's part by failing, in breach of the principle of sound administration and the principle that decisions must be taken within a reasonable time, to deliver the 'estamara 6' certificate in the applicant's name within the period allowed under applicable Egyptian law and by failing subsequently to remedy the irregularity in her situation in that regard. In addition, it is clear from paragraphs 89 to 97 above that the present action is admissible in so far as it concerns compensation in respect of the second, third and fourth heads of material harm alleged and the non-material damage alleged, to the extent that that harm and damage were suffered after 30 October 2008.

126 The Court must therefore examine whether that harm and damage are real and certain and, if so, whether there is a direct causal link between the unlawfulness found and the harm and damage pleaded.

– The second head of material harm alleged

127 The applicant claims the reimbursement of the accommodation costs that she has incurred in Belgium since 2004, which she estimates at a total of EUR 133493.88. She claims that, had the delegation delivered the 'estemara 6' certificate, she could have returned to live and work in Egypt as from the end of 2003 and would have been accommodated free of charge by her family until the delivery in 2004 of the apartment which she had purchased in Cairo. Having had to remain in Belgium as a result of the unlawful conduct of the delegation and the EEAS, she claims reimbursement of the moneys paid for the rental of two apartments which she occupied there in succession, between 1 January 2004 and 31 January 2008, amounting to EUR 40 950, and states that, in July 2007, she purchased an apartment in Belgium, which she was able to move into on 1 February 2008. The applicant also claims the sum of EUR 4 438, being the cost of furniture purchased for the second of those apartments, rented in Brussels (Belgium). Lastly, she submits that to those sums must be added the interest due, from 1 July 2007 onwards, under the loan agreement taken out for the purchase of her apartment in Belgium, which amounts to EUR 88105.88.

128 In the alternative, the applicant claims the reimbursement of the interest due from 30 October 2008 onwards under the loan agreement referred to in paragraph 127 above, which amounts to EUR 78623.81.

129 The EEAS disputes that there is any direct causal link between the unlawful conduct at issue and the abovementioned harm. It argues, in substance, that the applicant decided of her own free will to go to live in Belgium and that the expenses of which she claims reimbursement are thus the normal consequence of the choice she made in her life. Moreover, any possible causal nexus has been broken by the applicant's own conduct, in that she refused to apply for a 'movement certificate'.

130 First of all, it must be held that, since the second head of material harm alleged is time-barred in so far as concerns the period prior to 30 October 2008, only the claim relating to her accommodation expenses which the applicant formulates in the alternative can be taken into consideration by the Court.

131 Next, it must be held that there is not a sufficiently direct causal link between the unlawful conduct at issue and the harm consisting in the interest that the applicant has had to pay under the loan taken out for the purchase of the apartment in Brussels.

132 It must be recalled in this connection that it is clear from the case-law that, in cases where the conduct allegedly giving rise to the damage pleaded consists in refraining from taking action, it is particularly necessary to be certain that that damage was actually caused by the inaction complained of and could not have been caused by conduct separate from that alleged against the defendant institution (see the order of 17 December 2008 in *Portela* v *Commission*, T-137/07, EU:T:2008:589, paragraph 80 and the case-law cited).

133 Admittedly, as the Court has already pointed out, as a result of the unlawful conduct in question, the applicant was unable to return to live and work in Egypt as from early 2005. However, it must be held that her decision, in July 2007, to purchase an apartment in Brussels and to enter into a mortgage loan for that purpose was, decisively, made of her own free will and was not the result of the abovementioned conduct. At very most, there may be an indirect causal link between the conduct and the applicant's decisions to purchase and to take out a loan and it may be noted in this connection that, in her application, the applicant states that it was 'in order to ensure that [she had] a sufficient property investment to make up for a derisory future retirement pension that [she] finally resolved, in July 2007, to take out a loan in Belgium in order to purchase an apartment'.

134 It follows that the claim for compensation in respect of the second head of material harm alleged must be rejected.

– The third head of material harm alleged

135 The applicant argues that, because of the unlawful conduct at issue, she missed the opportunity of returning to work in Egypt from 1 January 2004 onwards and of pursuing there a professional career that would have been more prestigious, more dynamic and more lucrative than the career she has had in Belgium. She estimates the scale of that harm at 50% of the net salary which she has received in Belgium between 1 January 2004 and the date of the present action, amounting to EUR 131 150 in total. In the alternative, on the basis of the net salary which she has received since 30 October 2008, the applicant claims EUR 68 800.

136 The EEAS argues that, by refusing to apply for a 'movement certificate' and then send it on to it, the applicant not only failed to act with 'due care' so as to limit the extent of the third head of material harm alleged, but also broke any causal link between the unlawful conduct at issue and that harm. Moreover, the EEAS questions whether the applicant's employment in Belgium has been less prestigious and interesting that the work she might have had in Egypt and asserts that she has furnished no evidence of her assertions concerning the remuneration she might have received in the latter country. Lastly, the EEAS maintains that there is no basis for the sums claimed under this head.

137 The applicant's claim for compensation in respect of the lost opportunity of pursuing a more interesting and more lucrative career in Egypt must be dismissed, since the reality of that alleged harm has not been proven to the requisite standard.

138 Admittedly it is apparent, to the requisite standard, from the documents before the court, and the parties are agreed that, because of the delegation's unlawful omission to deliver an 'estamara 6' certificate in the applicant's name and failure subsequently to remedy the irregularity in her situation, the applicant missed employment opportunities in Egypt in February 2005, April 2005, September 2005, January 2006 and March 2007, and had to continue living and working in Belgium.

139 Nevertheless, the applicant's submission that the career which she might have had in Egypt would have been more prestigious and more rewarding, financially and intellectually, than that which she has had in Belgium is a matter of pure conjecture.

140 First of all, while the applicant claims in her pleadings that she was unable to find anything better in Belgium 'than a secretarial position in a small non-profit organisation which deals with the marketing of zinc', it is apparent from her contract of employment, set out in Annex A 18 to the application, and from a letter shown at Annex C 3 to the Reply, that she was taken on in September 2001 as Assistant to the Market Development Coordinator and Environment and Public Affairs Manager. Moreover, her work permits indicate that she is a 'project manager' and a memorandum dated 13 February 2013, shown at Annex A 18 to the application, refers to her as an 'Executive and Personal Assistant'.

141 Secondly, in her application, the applicant compares her professional standing in Belgium with the duties she performed at the delegation, a 'bureau of some 60 staff members, with diplomatic overtones and the representative of a prestigious institution'. That comparison is entirely irrelevant, however, since it was the applicant herself that, in October 2001, decided to discontinue those duties and leave to work in Belgium.

142 Thirdly, it must be observed that the applicant has furnished no evidence in support of her allegations concerning the remuneration she might have received in Egypt. As regards the method which she puts forward for quantifying the alleged harm, that is to say, applying a 50% coefficient to the net salary she has received in Belgium, that is purely arbitrary.

143 Fourthly, the applicant's allegation that her 'skills and experience are not especially sought after by employers' in Belgium is less than convincing. Admittedly, the applicant has only the rudiments of the Flemish language, but she does speak French, English and Arabic and has fairly good Spanish and Italian. In addition, her experience of 10 years at the delegation, bearing in mind the description she gives of that experience in the application, clearly gives her a professional advantage.

144 It follows from the foregoing that the claim for compensation in respect of the third head of material harm alleged must be dismissed.

– The fourth head of material harm alleged

145 The fourth head of material harm which the applicant puts forward consists in the small amount of the retirement pension she will be able to claim in Belgium. She asserts that, because of the alleged unlawful conduct of the delegation and the EEAS, she will be unable to accumulate the minimum number of years required for entitlement to a retirement pension in Egypt and that the period for which she will have made contributions in Belgium will be too short for her to earn entitlement to a full retirement pension in Belgium. On that basis the applicant claims, both as a principal and an alternative claim, the sum of EUR 181 440, representing the 'difference between the retirement pension she will receive, from the age of 65 to the age of 83, and the amount she would have received if she had completed the maximum number of working years at an equivalent salary'.

146 The EEAS replies, in substance, that the fourth head of material harm alleged is not real, not certain, and not established.

147 It must be held that the fourth head of material harm alleged is wholly uncertain in nature. Indeed, the applicant bases her assertions on the purely hypothetical premiss that, had she been able to return to work in Egypt, she would have made contributions there for a sufficiently long period, at least 20 years, to earn entitlement to a full retirement pension, and then estimates the scale of that harm on the basis of another, equally hypothetical premiss, that of a complete occupational record, and thus a full retirement pension, in Belgium.

148 Consequently, the claim for compensation in relation to the fourth head of material harm cannot be upheld.

– The non-material damage alleged

149 First of all, the applicant asserts, with reference to the medical certificates annexed to her application, that the unlawful conduct of the delegation and of the EEAS has caused her stress and anxiety resulting in digestive problems, skin reactions and profound depression. Secondly, she states that it is painful for her to be far from her family and friends. She values these two aspects of non-material damage, on an equitable basis, at EUR 50 000.

150 The EEAS submits that there is no causal nexus between the unlawful conduct and those two aspects of non-material damage and that, in any event, any possible causal link has been broken by the conduct of the applicant herself.

151 It must be held that the various medical certificates and attestations annexed to the application demonstrate that, over a period coinciding with the length of the present dispute, the applicant has suffered health problems both physical and psychological and has suffered as a result of being far from the country of her birth, her family and her friends.

152 Moreover, it is apparent, to the requisite legal standard, from the documents before the Court that those problems and the applicant's suffering are the consequence of the unlawful and wholly disrespectful conduct of the delegation and the EEAS. That conduct has created considerable difficulties for the applicant and, quite understandably, has caused her stress and left her depressed.

153 For the reasons set out in paragraph 90 above, it cannot seriously be contended, as the EEAS argues, that the applicant's decision to remain in Belgium from 2005 onwards was a personal choice and a matter of her own free will. Furthermore, for the reasons set out in paragraphs 118 and 119 above, the applicant cannot be criticised for refusing to provide the delegation and the EEAS with a 'movement certificate'.

154 The amount of the two-fold non-material damaged suffered by the applicant as a result of the unlawful conduct of the delegation and the EEAS must, in light of the circumstances of the case, be assessed on an equitable basis, as at the date of the present judgment, at EUR 25 000.

155 In light of all the foregoing considerations, the present action must be upheld in part, to the extent that the applicant claims compensation in respect of the two-fold non-material damage she has suffered, which the Court assesses at the abovementioned sum of EUR 25 000. It must be dismissed as to the remainder.

The application for measures of organisation of the procedure

156 As was stated in paragraph 47 above, the applicant requested the Court to order the EEAS, by way of measures of organisation of procedure, to produce the documents which prove the steps taken by the delegation and the EEAS to resolve the present dispute.

157 Whilst emphasising that the General Court is the sole judge of any need to supplement the information available to it in respect of the cases before it, the EEAS has annexed to its Rejoinder copies of various letters exchanged, in particular, with an Egyptian lawyer, concerning the steps it has taken.

158 That being so, and having regard to the other documents lodged in the present case, which have provided the Court with sufficient information, there is no need to order the measures of organisation of the procedure which the applicant requests.

Costs

159 Under Article 134(3) of the Rules of Procedure of the General Court, where each party succeeds on some and fails on other heads, the parties are to bear their own costs. However, if it appears justified in the circumstances of the case, the General Court may order that one party, in addition to bearing his own costs, pay a proportion of the costs of the other party.

160 As the action has been successful in part, the Court will make an equitable assessment of the circumstances of the case and hold that the applicant should bear 20% of her own costs and pay 20% of the costs incurred by the EEAS, and that the EEAS should bear 80% of its own costs and pay 80% of those incurred by the applicant.

On those grounds,

THE GENERAL COURT (Sixth Chamber)

hereby:

1. **Orders the European External Action Service (EEAS) to pay Mrs Randa Chart compensation of EUR 25 000;**

2. **Dismisses the action as to the remainder;**

3. **Orders Mrs Chart to bear 20% of her own costs and pay 20% of the costs incurred by the EEAS;**

4. **Orders the EEAS to bear 80% of its own costs and to pay 80% of the costs incurred by Mrs Chart.**

Frimodt Nielsen Dehousse Collins

Delivered in open court in Luxembourg on 16 December 2015.

[Signatures]

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