

Judgment of the General Court of 21 June 2017 — Tillotts Pharma v EUIPO — Ferring (OCTASA)**(Case T-632/15) ⁽¹⁾****(EU trade mark — Opposition proceedings — Application for EU word mark OCTASA — Prior German and Benelux word marks PENTASA — Relative ground for refusal — Likelihood of confusion — Article 8 (1)(b) of Regulation (EC) No 207/2009)**

(2017/C 256/21)

*Language of the case: English***Parties***Applicant:* Tillotts Pharma AG (Rheinfelden, Switzerland) (represented by: M. Douglas, lawyer)*Defendant:* European Union Intellectual Property Office (represented by: D. Gája, acting as Agent)*Other party to the proceedings before the Board of Appeal of EUIPO, intervener before the General Court:* Ferring BV (Hoofddorp, Netherlands) (represented by: D. Slopek, lawyer, and I. Fowler, Solicitor)**Re:**

Action brought against the decision of the Fourth Board of Appeal of EUIPO of 7 September 2015 (Case R 2386/2014-4) concerning opposition proceedings between Ferring and Tillotts Pharma.

Operative part of the judgment*The Court:*

1. Dismisses the action;
2. Orders Tillotts Pharma AG to pay the costs.

⁽¹⁾ OJ C 27, 25.1.2016.

Judgment of the General Court of 21 June 2017 — City Train v EUIPO (CityTrain)**(Case T-699/15) ⁽¹⁾****(EU trade mark — Application for EU figurative mark CityTrain — Procedural time limit — Unforeseeable circumstances — Absolute grounds for refusal — Descriptive character — Lack of distinctiveness — Article 7(1)(b) and (c) and (2) of Regulation (EC) No 207/2009)**

(2017/C 256/22)

*Language of the case: German***Parties***Applicant:* City Train GmbH (Regensburg, Germany) (represented by: C. Adori, lawyer)*Defendant:* European Union Intellectual Property Office (represented by: H. Kunz, acting as Agent)**Re:**

Action brought against the decision of the Fourth Board of Appeal of EUIPO of 9 September 2015 (Case R 843/2015-4) concerning an application for registration of figurative sign CityTrain as an EU trade mark.

Operative part of the judgment*The Court:*

1. Dismisses the action;

2. Orders City Train GmbH to pay the costs.

⁽¹⁾ OJ C 111, 29.3.2016.

Judgment of the General Court of 21 June 2017 — M/S. Indeutsch International v EUIPO — Crafts Americana Group (Representation of chevrons between two parallel lines)

(Case T-20/16) ⁽¹⁾

(EU trade mark — Invalidity proceedings — EU figurative mark representing chevrons between two parallel lines — Distinctive character — Article 7(1)(b) of Regulation (EC) No 207/2009 — Examination of the mark as registered)

(2017/C 256/23)

Language of the case: English

Parties

Applicant: M/S. Indeutsch International (Noida, India) (represented initially by D. Stone, D. Meale, A. Dykes, Solicitors, and S. Malynicz QC, subsequently by D. Stone and S. Malynicz and lastly by D. Stone, S. Malynicz and M. Siddiqui, Solicitor)

Defendant: European Union Intellectual Property Office (represented by: D. Gája, acting as Agent)

Other party to the proceedings before the Board of Appeal of EUIPO intervening before the General Court: Crafts Americana Group, Inc. (Vancouver, Washington, United States) (represented by: J. Fish and V. Leitch, Solicitors and A. Bryson, Barrister)

Re:

Action brought against the decision of the First Board of Appeal of EUIPO of 5 November 2015 (Case R 1814/2014-1), relating to invalidity proceedings between Crafts Americana Group and M/S. Indeutsch International.

Operative part of the judgment

The Court:

1. Annuls the decision of the First Board of Appeal of the European Union Intellectual Property Office (EUIPO) of 5 November 2015 (Case R 1814/2014-1);
2. Orders EUIPO to pay the costs of M/S. Indeutsch International;
3. Orders Crafts Americana Group, Inc. to pay its own costs.

⁽¹⁾ OJ C 106, 21.3.2016.

Judgment of the General Court of 27 June 2017 — Clarke and Others v EUIPO

(Case T-89/16 P) ⁽¹⁾

(Appeal — Civil service — Temporary staff — Fixed-term contract with a termination clause terminating the contract in the event that the name of the agent is not included on the reserve list of the next open competition — Implementation of the termination clause — Reclassification of a fixed-term contract as a contract of indefinite duration — Duty of care — Legitimate expectation)

(2017/C 256/24)

Language of the case: German

Parties

Appellants: Nicole Clarke (Alicante, Spain), Sigrid Dickmanns, (Gran Alacant, Spain) and Elisavet Papathanasiou (Alicante) (represented by: H. Tettenborn, lawyer)