

Appeal brought on 4 August 2016 by the European Commission against the judgment of the General Court (Eighth Chamber) delivered on 26 May 2016 in Joined Cases T-479/11 and T-157/12

(Case C-438/16 P)

(2016/C 392/15)

Language of the case: French

Parties

Appellant: European Commission (represented by: B. Stromsky and D. Grespan, acting as Agents)

Other parties to the proceedings: French Republic, IFP Énergies nouvelles

Form of order sought

— Annul the judgment of the General Court of the European Union of 26 May 2016 in Joined Cases T-479/11 and T-157/12 *French Republic and IFP Énergies nouvelles v European Commission*;

— Refer the matter back to the General Court for a fresh examination and reserve the costs of the appeal.

Pleas in law and main arguments

The Commission puts forward three grounds of appeal in support of its appeal which all concern infringement of Article 107(1) TFEU and more particularly errors of law concerning the manner in which it was shown that there was an advantage to an undertaking flowing from an implied unlimited guarantee arising as a result of its status.

By its first ground of appeal, the Commission is of the opinion that the General Court committed an error of interpretation as regards the concept of aid scheme and by failing to take account of the ability of a measure to confer an advantage, which involves an error of law as to the nature of the evidence to be adduced by the Commission in order to establish the existence of an advantage to an undertaking flowing from its status as a publicly owned establishment of an industrial and commercial nature (EPIC).

The second ground of appeal alleges an error of law committed by the General Court as regards the scope of the simple presumption of the existence of an advantage flowing from an implied unlimited guarantee and the means by which it may be overturned.

The third ground of appeal alleges an error of law committed by the General Court as regards the scope of the presumption of advantage flowing from an unlimited guarantee: that presumption ought also, logically, to apply to the relationships of the undertaking to which the guarantee is granted with its suppliers and clients.

Appeal brought on 12 August 2016 by Global Steel Wire, S.A. against the judgment of the General Court (Sixth Chamber) delivered on 2 June 2016 in Joined Cases T-426/10 to T-429/16 and T-438/12 to T-441/12, Moreda-Riviere Trefilerías and Others v Commission

(Case C-454/16 P)

(2016/C 392/16)

Language of the case: Spanish

Parties

Appellant: Global Steel Wire, S.A. (represented by: F. González Díaz, A. Tresandi Blanco and V. Romero Algarra, lawyers)

Other party to the proceedings: European Commission