

GENERAL COURT

Judgment of the General Court of 3 May 2018 — Sigma Orionis SA v REA

(Case T-47/16) ⁽¹⁾

(Arbitration clause — ‘Horizon 2020 — the Framework Programme for Research and Innovation’ — Suspension of payments under a grant agreement following a financial audit — Action seeking to obtain payment of the amounts owed by the REA in the context of the implementation of a grant agreement)

(2018/C 211/23)

Language of the case: French

Parties

Applicant: Sigma Orionis SA (Valbonne, France) (represented by: S. Orlandi and T. Martin, lawyers)

Defendant: Research Executive Agency (REA) (represented by: S. Payan-Lagrou and V. Canetti, acting as Agents, assisted by D. Waelbroeck and A. Duron, lawyers)

Re:

Action under Article 272 TFEU seeking an order directing the REA to pay to the applicant amounts due under a grant agreement concluded in the context of ‘Horizon 2020 — the Framework Programme for Research and Innovation’.

Operative part of the judgment

The Court:

1. Dismisses the action;
2. Orders Sigma Orionis SA to pay the costs, including those relating to the interlocutory proceedings.

⁽¹⁾ OJ C 98, 14.3.2016.

Judgment of the General Court of 3 May 2018 — Sigma Orionis v Commission

(Case T-48/16) ⁽¹⁾

(Arbitration clause — Seventh Framework Programme for Research and Technological Development (2007-2013) and ‘Horizon 2020 — the Framework Programme for Research and Innovation’ — Suspension of payments and termination of grant contracts following a financial audit — Action seeking to obtain payment of the amounts owed by the Commission in the context of the implementation of the grant contracts — Non-contractual liability)

(2018/C 211/24)

Language of the case: French

Parties

Applicant: Sigma Orionis SA (Valbonne, France) (represented by: S. Orlandi and T. Martin, lawyers)

Defendant: European Commission (represented by: F. Dintilhac and M. Siekierzyńska, acting as Agents)

Re:

First, an action under Article 272 TFEU seeking an order directing the Commission to pay to the applicant the amounts owed pursuant to contracts concluded under the Seventh Framework Programme for Research and Technological Development (2007-2013) and 'Horizon 2020 — the Framework Programme for Research and Innovation' and, second, an action under Article 268 TFEU seeking compensation for the damage allegedly suffered by the applicant as a result of the breach by the Commission of its obligations.

Operative part of the judgment

The Court:

1. *Dismisses the action;*
2. *Orders Sigma Orionis SA to pay the costs, including those relating to the interlocutory proceedings.*

⁽¹⁾ OJ C 98, 14.3.2016.

Judgment of the General Court of 3 May 2018 — Grizzly Tools v Commission

(Case T-168/16) ⁽¹⁾

(Protection of the health and safety of consumers and workers — Directive 2006/42/EC — Safeguard clause — National measure of withdrawal from the market and prohibition of placing on the market of a pressure washer — Commission decision declaring the measure justified — Obligation to state reasons — Equal treatment)

(2018/C 211/25)

Language of the case: German

Parties

Applicant: Grizzly Tools GmbH & Co.KG (Großostheim, Germany) (represented by: H. Fischer, lawyer)

Defendant: European Commission (represented by: G. Zavvos and K. Petersen, subsequently by K. Petersen, acting as Agents)

Re:

Application based on Article 263 TFEU seeking annulment of Commission Implementing Decision (EU) 2016/175 of 8 February 2016 on a measure taken by Spain pursuant to Directive 2006/42/EC of the European Parliament and of the Council, to prohibit the placing on the market of a type of pressure washer (OJ 2016 L 33, p. 12).

Operative part of the judgment

The Court:

1. *Dismisses the action;*
2. *Orders Grizzly Tools GmbH & Co.KG is ordered to pay the costs.*

⁽¹⁾ OJ C 270, 25.7.2016.