

Judgment of the General Court of 22 September 2017 — Wanègue v Committee of the Regions(Case T-682/15 P) ⁽¹⁾**(Appeal — Civil service — Officials — Working conditions — Overtime — Chauffeur in grade AST 6 — Withdrawal of entitlement to the fixed allowance for overtime — Equality of arms — Obligation to state reasons — Errors in law — Distortion of the facts)**

(2017/C 374/44)

Language of the case: French

Parties

Appellant: Patrick Wanègue (Dilbeek, Belgium) (represented by: M.-A. Lucas, lawyer)

Other party to the proceedings: Committee of the Regions (represented by: J. C. Cañoto Argüelles and S. Bachotet, agents, and by B. Wägenbaur, lawyer)

Re:

Appeal lodged against the order of the European Union Civil Service Tribunal (Second Chamber) of 15 September 2015, Wanègue v Committee of the Regions (F 21/15, EU:F:2015:102), seeking to have that order set aside.

Operative part of the judgment

The Court:

1. dismisses the appeal;
2. orders Mr Patrick Wanègue to bear his own costs and those incurred by the Committee of the Regions in the present appeal.

⁽¹⁾ OJ C 59, 15.2.2016.

Judgment of the General Court of 26 September 2017 — Banca Monte dei Paschi di Siena and Banca Widiba v EUIPO — ING-DIBa (WIDIBA)(Case T-83/16) ⁽¹⁾**(EU trade mark — Opposition proceedings — Application for EU word mark WIDIBA — Earlier national word mark DiBa — Relative ground for refusal — Likelihood of confusion — Article 8(1)(b) of Regulation (EC) No 207/2009 — Inadmissibility of the appeal before the Board of Appeal — Request for restitutio in integrum — Duty of care)**

(2017/C 374/45)

Language of the case: English

Parties

Applicants: Banca Monte dei Paschi di Siena SpA (Siena, Italy) and Wise Dialog Bank SpA (Banca Widiba SpA) (Milan, Italy) (represented by: L. Trevisan and D. Contini, lawyers)

Defendant: European Union Intellectual Property Office (represented by: H. O'Neill and J. García Murillo, acting as Agents)

Other party to the proceedings before the Board of Appeal of EUIPO, intervener before the General Court: ING-DIBa AG (Frankfurt am Main, Germany) (represented by: N. Gerling and M. Wolpert-Witzel, lawyers)

Re:

Action brought against the decision of the Second Board of Appeal of EUIPO of 26 November 2015 (Joined Cases R 112/2015-2 and R 190/2015-2), relating to opposition proceedings between ING-DIBa and Banca Monte dei Paschi di Siena.

Operative part of the judgment

The Court:

1. Dismisses the action;
2. Orders Banca Monte dei Paschi di Siena SpA and Wise Dialog Bank SpA (Banca Widiba SpA) to pay the costs.

⁽¹⁾ OJ C 211, 13.6.2016.

Judgment of the General Court of 26 September 2017 — Banca Monte dei Paschi di Siena and Banca Widiba v EUIPO — ING-DiBa (widiba)

(Case T-84/16) ⁽¹⁾

(EU trade mark — Opposition proceedings — Application for EU figurative mark widiba — Earlier national word mark DiBa — Relative ground for refusal — Likelihood of confusion — Article 8(1)(b) of Regulation (EC) No 207/2009 — Inadmissibility of the appeal before the Board of Appeal — Request for restitutio in integrum — Duty of care)

(2017/C 374/46)

Language of the case: English

Parties

Applicants: Banca Monte dei Paschi di Siena SpA (Siena, Italy) and Wise Dialog Bank SpA (Banca Widiba SpA) (Milan, Italy) (represented by: L. Trevisan and D. Contini, lawyers)

Defendant: European Union Intellectual Property Office (represented by: H. O'Neill and J. García Murillo, acting as Agents)

Other party to the proceedings before the Board of Appeal of EUIPO, intervener before the General Court: ING-DiBa AG (Frankfurt am Main, Germany) (represented by: N. Gerling and M. Wolpert-Witzel, lawyers)

Re:

Action brought against the decision of the Second Board of Appeal of EUIPO of 26 November 2015 (Joined Cases R 113/2015-2 and R 174/2015-2), relating to opposition proceedings between ING-DiBa and Banca Monte dei Paschi di Siena.

Operative part of the judgment

The Court:

1. Dismisses the action;
2. Orders Banca Monte dei Paschi di Siena SpA and Wise Dialog Bank SpA (Banca Widiba SpA) to pay the costs.

⁽¹⁾ OJ C 211, 13.6.2016.

Judgment of the General Court of 21 September 2017 — Eurofast v Commission

(Case T-87/16) ⁽¹⁾

(Financial assistance — Seventh Framework Programme for research, technological development and demonstration activities — ASSET Convention — Decision to recover by offsetting certain sums paid following a financial audit — Action for annulment — Legitimate expectations — Arbitration clause — Deadline for providing the audit report — Adversarial principle — Eligibility of costs — Contractual liability)

(2017/C 374/47)

Language of the case: French

Parties

Applicant: Eurofast SARL (Paris, France) (represented by: S. Pappas, lawyer)