

**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.

<sup>(1)</sup> 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) <sup>(1)</sup>

*(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.

<sup>(1)</sup> OJ C 211, 13.6.2016.

---

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

(Case T-87/16) <sup>(1)</sup>

*(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)

*Defendant:* European Commission (represented by: J. Estrada de Solà, S. Delaude and S. Lejeune, Agents)

**Re:**

On the one hand, application based on Article 263 TFEU for annulment of Commission Decision of 17 December 2015 to proceed to recovery by offsetting, in accordance with the findings of a financial audit, certain sums advanced to the applicant under Grant Agreement No 211625 in respect of the ASSET project, concluded in the framework of the Seventh Framework Programme for research, technological development and demonstration activities, and, on the other hand, application based on Article 272 TFEU for a declaration that that debt does not exist, that the expenditure incurred under Grant Agreement No 211625 in respect of the ASSET project is eligible and to order the Commission to confirm that the funding granted is lawful, to order the Commission to pay a sum under Grant Agreement No 607049 in respect of the Eksistenz project and to pay contractual compensation.

**Operative part of the judgment**

*The Court:*

1. Dismisses the action;
2. Orders Eurofast SARL to pay to the European Commission the sum of EUR 78 380,28, corresponding to the reimbursement of the financial contribution from which it benefitted under Grant Agreement No 211625 in respect of the project 'Aeronautic Study on Seamless Transport', plus late-payment interest at a rate of 3,55 % from 13 January 2015, after deduction of the offset amount, namely EUR 69 923,68 as at 17 December 2015.
3. Orders Eurofast to bear its own costs and to pay those incurred by the Commission, including those related to the interlocutory procedure.

---

<sup>(1)</sup> OJ C 136, 18.4.2016.

---

**Judgment of the General Court of 21 September 2017 — Portugal v Commission**  
(Case T-261/16) <sup>(1)</sup>

**(EAGF and EAFRD — Expenditure excluded from financing — Regulation (EC) No 1290/2005 — Direct support scheme for farmers — Regulation (EC) No 73/2009 and Regulation (EC) No 1122/2009 — Milk quota system — Regulation (EC) No 1788/2003 and Regulation (EC) No 595/2004 — Replacement of on-the-spot checks of agricultural holdings by administrative checks)**

(2017/C 374/48)

Language of the case: Portuguese

**Parties**

*Applicant:* Portuguese Republic (represented by: L. Inez Fernandes, M. Figueiredo, J. Saraiva de Almeida and P. Estêvão, acting as Agents)

*Defendant:* European Commission (represented by: initially A. Lewis, G. Braga da Cruz and J. Guillem Carrau, then A. Lewis and B. Rechená, acting as Agents)

**Re:**

Application based on Article 263 TFEU and asking for annulment of Commission Implementing Decision (EU) 2016/417 of 17 March 2016 excluding from European Union financing certain expenditure incurred by the Member States under the European Agricultural Guarantee Fund (EAGF) and under the European Agricultural Fund for Rural Development (EAFRD) (OJ 2016 L 75, p. 16), including that carried out by the Portuguese Republic in the context of '[o]ther Direct Aid — [a]rticle 68 — 72 of Regulation (EC) No 73/2009' for the financial years 2011 to 2013 of a total amount of EUR 385 762,22.