

Operative part of the judgment

The Court:

1. *Annuls the decision of the European Institute for Gender Equality (EIGE) of 8 May 2017 rejecting the tender submitted by Yellow Window NV in the context of the EIGE/2017/OPER/04 tender procedure and the decisions of 8 May 2017 adopting the tender submitted by Company Y in the context of that procedure and awarding it that contract;*
2. *Dismisses the action as to the remainder;*
3. *Orders Yellow Window to bear 25 % of its own costs and the EIGE to bear its own costs and to pay 75 % of the costs incurred by Yellow Window.*

⁽¹⁾ OJ C 338, 9.10.2017.

Judgment of the General Court of 5 March 2019 — Eurosupport — Fineurop support v EIGE

(Case T-450/17) ⁽¹⁾

(Public service contracts — Tender procedure — Provision of a service for the implementation of a study on female genital mutilation — Rejection of a tenderer's bid — Obligation to state reasons — Coherence between comments and the numerical score — Non-contractual liability)

(2019/C 139/47)

Language of the case: English

Parties

Applicant: Eurosupport — Fineurop support Srl (Milan, Italy) (represented by: M. Velardo, lawyer)

Defendant: European Institute for Gender Equality (represented by: V. Ost and M. Vanderstraeten, lawyers)

Re:

Application (i) under Article 263 TFEU for annulment of the decision of the EIGE of 8 May 2017 rejecting the tender submitted by the applicant in procurement procedure EIGE/2017/OPER/04 and the decisions selecting as successful the tender submitted by Company Y and awarding that contract to it, (ii) under Article 268 TFEU for an award of damages in respect of those decisions and (iii) in the alternative, for compensation for irregularities in the award of that contract.

Operative part of the judgment

The Court:

1. *Declares that there is no longer any need to rule on the decisions of the European Institute for Gender Equality (EIGE) of 8 May 2017 adopting the tender submitted by Company Y in the context of the EIGE/2017/OPER/04 tender procedure and awarding it that contract;*

2. *Annuls the decision of the EIGE of 8 May 2017 rejecting the tender which Eurosupport — Fineurop support Srl had submitted in the context of that procedure;*
3. *Dismisses the action as to the remainder;*
4. *Orders Eurosupport — Fineurop support to bear 25 % of its own costs and the EIGE to bear its own costs and to pay 75 % of the costs incurred by Eurosupport — Fineurop support.*

⁽¹⁾ OJ C 357, 23.10.2017.

Judgment of the General Court of 27 February 2019 –Aytekin v EUIPO — Dienne Salotti (Dienne)

(Case T-107/18) ⁽¹⁾

(EU trade mark — Opposition proceedings — Application for EU figurative mark Dienne — Earlier EU figurative mark ENNE — Relative ground for refusal — No likelihood of confusion — Article 8(1)(b) of Regulation (EU) 2017/1001)

(2019/C 139/48)

Language of the case: English

Parties

Applicant: Erkan Aytekin (Ankara, Turkey) (represented by: V. Martín Santos, lawyer)

Defendant: European Union Intellectual Property Office (represented by: A. Folliard-Monguiral and G. Sakalaite-Orlovskiene, acting as Agents)

Other party to the proceedings before the Board of Appeal of EUIPO, intervener before the General Court: Dienne Salotti Srl (Altamura, Italy) (represented by: D. Russo, lawyer)

Re:

Action brought against the decision of the Second Board of Appeal of EUIPO of 15 December 2017 (Case R 1444/2017-2), relating to opposition proceedings between Mr Aytekin and Dienne Salotti.

Operative part of the judgment

The Court:

1. *Dismisses the action;*
2. *Orders Mr Erkan Aytekin to bear his own costs and to pay those incurred, in connection with the present proceedings, by the European Union Intellectual Property Office (EUIPO) and by Dienne Salotti Srl.*

⁽¹⁾ OJ C 134, 16.4.2018.