

**Action brought on 30 August 2017 — EIB v Syria****(Case T-591/17)**

(2017/C 369/48)

*Language of the case: English***Parties**

*Applicant:* European Investment Bank (represented by: P. Chamberlain, T. Gilliams, J. Shirran and F. de Borja Oxangoiti Briones, agents, D. Arts, lawyer and T. Cusworth, solicitor)

*Defendant:* Syrian Arab Republic

**Form of order sought**

The applicant claims that the Court should impose on Syria the order:

- for payment of all sums due to it under Articles 3.01, 3.02, 4.01, 9.01 and 9.02 of the Water Supply Deir Ez Zor Region Loan Agreement, comprising:
  - 404 425,58 euro, the amount due to it as at 25 August 2017, which is all principal, interest and contractual default interest (accrued from the due date to 25 August 2017);
  - further contractual default interest, accruing at the annual rate of 3,5 % (350 basis points), until payment is made;
  - all applicable taxes, duties, fees and professional fees accruing from the due date until the date payment is made, including costs related to the present proceedings.
- In any event, for payment of the amount due to it for instalments which will fall due after the date of this application and for which Syria fails to make a payment, comprising:
  - all principal and interest for each instalment;
  - contractual default interest, accruing at the annual rate of 3,5 % (350 basis points), from the due date of each instalment until payment is made by Syria.
- For payment of all costs related to the present proceedings pursuant to Article 134(1) of the Rules of Procedure.

**Pleas in law and main arguments**

In support of the action, the applicant relies on one plea in law.

First and only plea in law, alleging that Syria is in default of its contractual obligations under Articles 3.01 and 4.01 of the Water Supply Deir Ez Zor Region Loan Agreement to make payment of the instalments under the Water Supply Deir Ez Zor Region Loan Agreement as they have fallen due, and under Article 3.02 of the Water Supply Deir Ez Zor Region Loan Agreement to make payment of default interest on each of the instalments due and not paid, accruing at the annual rate therein. Consequently, Syria is contractually obligated to pay all amounts due under Articles 3.01, 3.02, 4.01, 9.01 and 9.02 of the Water Supply Deir Ez Zor Region Loan Agreement.

---

**Action brought on 5 September 2017 — Thun v EUIPO (Figurine representing a fish)****(Case T-604/17)**

(2017/C 369/49)

*Language of the case: Italian***Parties**

*Applicant:* Thun SpA (Bolzano, Italy) (represented by: B. Giordano, lawyer)

*Defendant:* European Union Intellectual Property Office (EUIPO)

### **Details of the proceedings before EUIPO**

*Design at issue:* Community design — (Figurine representing a fish) — Application for registration No 336 805-0059

*Contested decision:* Decision of the Third Board of Appeal of EUIPO of 9 June 2017 in Case R 1680/2016-3

### **Form of order sought**

The applicant claims that the Court should:

- annul the contested decision;
- grant the application for *restitutio in integrum*;
- order EUIPO to pay the costs.

### **Plea in law**

- Infringement of Article 67 of Regulation (EC) No 6/2002 on Community designs.

---

**Action brought on 6 September 2017 — Grupo Bimbo/EUIPO — DF World of Spices (TAKIS FUEGO)**

**(Case T-608/17)**

(2017/C 369/50)

*Language in which the application was lodged: English*

### **Parties**

*Applicant(s):* Grupo Bimbo, SAB de CV (México, Mexico) (represented by: N. Fernández Fernández-Pacheco, abogado)

*Defendant:* European Union Intellectual Property Office (EUIPO)

*Other party to the proceedings before the Board of Appeal:* DF World of Spices GmbH (Dissen, Germany)

### **Details of the proceedings before EUIPO**

*Applicant of the trade mark at issue:* Applicant to the proceedings before the Board of Appeal

*Trade mark at issue:* EU word mark 'TAKIS FUEGO' — Application for registration No 11 841 087

*Procedure before EUIPO:* Opposition proceedings

*Contested decision:* Decision of the fourth Board of Appeal of EUIPO of 4 July 2017 in Case R 2300/2016-4

### **Form of order sought**

The applicant claims that the Court should:

- set aside the contested decision;
- order the intervener to bear the costs.

### **Plea in law**

- Infringement of Article 8(1)(b) Regulation No 207/2009.
-