

3. Third plea in law, based on the fact that the decision on financial aid which the applicant was obliged to comply with states clearly, on page 13, that ‘in the case of the Czech beneficiary, three contracts are planned: for activity No 4 (first part — technical study), for activities Nos 2, 3, 5 and 6, and for activities Nos 1, 4 (second part — economic study) and 7’.
  - When delimiting the subject of the public contracts, the applicant took those provisions into account, and legitimately expected that the approach provided for by the decision on financial aid would not subsequently be regarded as mistaken.
  - The contested decision none the less now states, however, that ‘the whole (technical) subject of the public contract could be covered by a single agreement’, which infringes the applicant’s legitimate expectations, which it was able to have, and did have, in the light of the decision on financial aid.

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**Action brought on 14 December 2017 — Schokker v EASA**

(Case T-817/17)

(2018/C 063/21)

*Language of the case: French*

**Parties**

*Applicant:* Boudewijn Schokker (Hoofddorp, Netherlands) (represented by: S. Orlandi and T. Martin, lawyers)

*Defendant:* European Aviation Safety Agency

**Form of order sought**

- Declare and rule:
  - That the EASA shall pay the applicant the sum of EUR 80 000 as compensation for the non-pecuniary harm which he has suffered;
  - That the EASA shall pay the costs.

**Pleas in law and main arguments**

In support of the action, the applicant relies on four pleas in law, seeking to establish that EASA’s authority empowered to conclude contracts (‘the AECC’) committed a number of administrative errors.

1. First plea in law, alleging that the AECC made an unlawful offer of employment to the applicant which, due to that fact, he was unable to accept unconditionally.
  2. Second plea in law, alleging that the AECC refused to correct that offer of employment, despite the fact that it was manifestly vitiated by illegality.
  3. Third plea in law, alleging that the abrupt withdrawal of the offer of employment by the AECC resulted in the definitive closure of the procedure to recruit the applicant.
  4. Fourth plea in law, alleging that the AECC failed to have regard to the purpose of the pre-litigation procedure by systematically frustrating all proposals for an out-of-court resolution to the dispute.
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