

2. Second plea in law, alleging infringement of the principle of sound administration, the duty of care and Article 8 of the Conditions of Employment of Other Servants of the European Union. In that connection, the applicant submits, inter alia, that, in the contested decision, the defendant failed to take account of his competencies, efficiency, conduct in the service, family situation and seniority.
3. Third plea in law, alleging infringement of the principle of equal treatment and non-discrimination. The applicant claims that the decision not to renew his contract was based on budgetary and organisational reasons. However, it was possible for the contracts of other members of staff, whose factual and legal situations presented no essential difference with those of the applicant, to be renewed despite that context.

Action brought on 25 September 2019 — JCDecaux Street Furniture Belgium v Commission

(Case T-642/19)

(2019/C 383/83)

Language of the case: French

Parties

Applicant: JCDecaux Street Furniture Belgium (Brussels, Belgium) (represented by A. Winckler and G. Babin, lawyers)

Defendant: European Commission

Form of order sought

The applicant claims that the General Court should:

- annul Article 1 of the contested decision, in so far as it finds there to be incompatible State aid in favour of JCDecaux in the performance of the 1984 contract, and Articles 2 and 4, in so far as they order the recovery of that aid from JCDecaux by the Belgian State;
- order the Commission to pay the costs.

Pleas in law and main arguments

In support of the action against Commission Decision C(2019) 4466 final of 24 June 2019 on State aid SA.33078 (2015/C) (ex 2015/NN) implemented by Belgium in favour of JC Decaux Belgium Publicité, the applicant relies on four pleas in law.

1. First plea in law, alleging manifest error of assessment and error of law committed by the Commission in finding that the operation by the applicant of certain advertising facilities covered by the contract of 16 July 1984 beyond their expiry date constitutes an advantage.
 - The Commission wrongly found there to be an economic advantage despite the compensation mechanism operated by the City of Brussels pursuant to its obligation to safeguard the economic balance of the contract.
 - The Commission committed a manifest error of assessment and erred in law by finding that the applicant benefited from a saving in terms of rents and tax, which constituted an advantage.
2. Second plea in law, in the alternative, claiming that the hypothetical State aid is compatible with the internal market, pursuant to the Communication from the Commission on the framework for SGEIs ⁽¹⁾ and the 2012 Decision on services of general economic interest. ⁽²⁾

3. Third plea in law, in the alternative, alleging infringement by the Commission of its obligation to state reasons in so far as concerns the assessment of the amount to be recovered.
 - The Commission did not deal adequately with the evidence relied on by the parties, prejudged the amount of aid to be recovered in its press release, and infringed its own internal rules of procedure.
 - It was impossible to quantify the amount of a hypothetical aid, thereby creating an obstacle to the recovery thereof.
4. Fourth plea in law, in the alternative, alleging that the State aid found in the contested decision is time-barred.

(¹) Communication from the Commission — European Union framework for State aid in the form of public service compensation (2011) (OJ 2012 C 8, p. 15).

(²) Commission Decision of 20 December 2011 on the application of Article 106(2) of the Treaty on the Functioning of the European Union to State aid in the form of public service compensation granted to certain undertakings entrusted with the operation of services of general economic interest (OJ 2012 L 7, p. 3).

Action brought on 26 September 2019 – Dermavita v EUIPO – Allergan Holdings France (JUVEDERM ULTRA)

(Case T-643/19)

(2019/C 383/84)

Language of the case: English

Parties

Applicant: Dermavita Co. Ltd (Beirut, Lebanon) (represented by: D. Todorov, lawyer)

Defendant: European Union Intellectual Property Office (EUIPO)

Other party to the proceedings before the Board of Appeal: Allergan Holdings France (Courbevoie, France)

Details of the proceedings before EUIPO

Proprietor of the trade mark at issue: Other party to the proceedings before the Board of Appeal

Trade mark at issue: European Union word mark JUVEDERM ULTRA – European Union trade mark No 6 295 638

Procedure before EUIPO: Cancellation proceedings

Contested decision: Decision of the Fourth Board of Appeal of EUIPO of 18 July 2019 in Joined Cases R 1655/2018-4 and R 1723/2018-4

Form of order sought

The applicant claims that the Court should:

- partially annul the contested decision concerning the dismissal of appeal R 1723/2018-4 and the decision of non-revocation of EUTM No 6 295 638 for the goods in class 5 and;
- order EUIPO and the other party to bear their own costs and pay those of the applicant for annulment at every stage of the action for revocation and appeal proceedings, including the cost of the proceedings before EUIPO and the Court.

Pleas in law

- Erroneous interpretation of the relevant law concerning the assessment of the nature of the goods the trademark has been used for;