

**Form of order sought**

The applicant claims that the Court should:

- annul the contested decision of EASO No EASO/ED/2019/509 of 18 December 2019 rejecting the complaint brought by the applicant on 5 September 2019 under Article 90(2) of the Staff Regulations of Officials of the European Union ('the Staff Regulations'),
- annul the decision of EASO of 7 June 2019 rejecting the withdrawal, dated 23 May 2019, by the applicant of her resignation of 1 March 2019,
- order EASO to pay the applicant, together with interest, the amount corresponding to the remuneration she would have received while remaining in the post she occupied at EASO, that is, from 1 June 2019 until her resumption of her duties at EASO, or otherwise until the end of her contract with EASO or until her recruitment to another post with a corresponding remuneration, amounting to EUR 7 534,03 per month (until 15 July 2019) and EUR 7 777,25 per month (from 16 July 2019),
- order EASO to pay the applicant the total amount of EUR 250 000 by way of compensation for the non-material damage and damage to health which she has suffered to date, and
- order EASO to pay all the costs incurred by the applicant.

**Pleas in law and main arguments**

In support of the action, the applicant relies on two pleas in law.

1. First plea in law, alleging that the contested Decision No EASO/ED/2019/509 is vitiated for the following reasons:
  - infringement of the applicant's right to sound administration (Article 41 of the Charter of Fundamental Rights of the European Union; 'the Charter'), in view of the principle of impartiality, the duty of care and the principle of objectivity as well as the presumption of innocence (first ground for annulment as regards the first plea in law),
  - infringement of the applicant's right to have her interests taken into account by the administration, as deriving from the right to sound administration (Article 41 of the Charter) and from the duty to have regard for the welfare of officials (Article 24 of the Staff Regulations) (second ground for annulment as regards the first plea in law),
  - those unlawful practices and omissions on the part of EASO being vitiated by manifest error of assessment, error of law and inadequate reasoning (third ground for annulment as regards the first plea in law).
2. Second plea in law, alleging that the contested Decision No EASO/ED/2019/509 is vitiated for the following reasons:
  - defects resulting from manifest error of assessment, error of law and inadequate reasoning with regard, in particular, to the submission of resignation under Article 47(b)(ii) of the Conditions of Employment of Other Servants and the possible withdrawal thereof (first ground for annulment as regards the second plea in law),
  - infringement of the applicant's right to sound administration (Article 41 of the Charter) and of the duty to have regard for the welfare of officials (Article 24 of the Staff Regulations, applicable by analogy), in particular having regard to her right to have her interests taken into account by the administration (second ground for annulment as regards the second plea in law).

---

**Action brought on 24 March 2020 — Tartu Agro v Commission****(Case T-150/20)**

(2020/C 175/41)

*Language of the case: Estonian***Parties**

*Applicant:* AS Tartu Agro (represented by: T. Järviste, T. Kaurov, M. Peetsalu and M. A. R. Valberg, lawyers)

*Defendant:* European Commission

**Form of order sought**

The applicant claims that the Court should:

- declare the application admissible;
- annul the decision of the Commission of 24 January 2020 on state aid SA.39182 (2017/C), which concerns the grant of alleged illegal aid to Tartu Agro;
- order the Commission to pay the costs.

**Pleas in law and main arguments**

In support of the action, the applicant relies on eight pleas in law.

1. First plea in law, alleging that the application is admissible.
  - The application is admissible since, according to the contested decision, the applicant is an alleged recipient of state aid. Therefore, that decision concerns it directly and individually.
2. Second plea in law, alleging that the Commission fundamentally infringed substantive and procedural rules when it assessed whether the transaction was in line with market conditions on the basis of the tender procedure, failed to meet the burden of proof and erred in its interpretation of the facts.
  - The Commission ought to have taken into consideration the temporal context of the time of conclusion of the lease contract, the economic considerations at the time and the standards of interpretation applicable at that time.
  - The Commission erred in its conclusion that the tender procedure failed to meet the requirements which guarantee the respect of market conditions, since the terms of the tender procedure on the whole had ensured the maximisation of the State's profit.
3. Third plea in law, alleging that the Commission fundamentally infringed substantive and procedural rules when it ascertained whether the rate agreed in the lease contract was in line with market conditions, infringed the rules governing the burden of proof in its assessment of the existence of state aid and erred in its interpretation of the facts.
  - The Commission established the existence of state aid based on irrelevant and incomplete data. It ought to have established that the investments in land improvement, the costs for land maintenance and the improvement in the quality of the soil were included in the lease in full.
  - The Commission erred when it failed to take into account that the alleged economic advantage resulting from the lease contract was in any event eliminated in 2002 at the latest with the privatisation and the merger of the applicant and the owner of its shares.
4. Fourth plea in law, alleging that the Commission fundamentally infringed legal provisions in its determination of the amount of the advantage and erred in its assessment of the facts.
  - The Commission erred in its use of arithmetic means and statistical lease rates in the assessment and breached its obligation to state reasons.
5. Fifth plea in law, alleging that the Commission fundamentally infringed legal provisions and erred in its assessment of the facts when it categorised the facts as new aid.
  - Any allegedly granted aid was granted prior to Estonia's accession to the European Union and had completely terminated at the time of the accession, whereas the undertaking was privatised in 2001 and the applicant merged with the owner of its shares in 2002.

6. The Commission fundamentally infringed legal provisions and erred in its interpretation of the facts when it considered the aid to be obsolete only in part.
  - The Commission ought to have concluded that the state aid allegedly resulting from the lease contract had terminated in 2002 at the latest with the merger of the applicant and the owner of its shares and is therefore obsolete in full.
7. Seventh plea in law, alleging that the Commission infringed legal provisions when it imposed on the Republic of Estonia the obligation to recover the aid, contrary to the principles of legitimate expectations and legal certainty.
  - There are special circumstances to the effect that recovery from the applicant would be highly inequitable, as the applicant was not obliged to recognise the existence of state aid.
8. Eighth plea in law, alleging that the Commission fundamentally infringed legal provisions and erred in its interpretation of the facts when it categorised the aid as being incompatible with the internal market.
  - The parties demonstrated in substance how the lease contract contributed to the promotion of economic development; however, the Commission failed to address that matter as to its substance.

---

**Action brought on 16 March 2020 — Czech Republic v Commission**

(Case T-151/20)

(2020/C 175/42)

*Language of the case: Czech*

**Parties**

*Applicant:* Czech Republic (represented by: M. Smolek, J. Vláčil and O. Serdula, Agents)

*Defendant:* European Union, represented by the European Commission

**Form of order sought**

The applicant claims that the Court should:

- order the European Union, represented by the European Commission, to restore to the Czech Republic the sum of CZK 40 482 255 on the basis of unjust enrichment, that sum having been paid, conditionally, into the Commission's account on 17 March 2015 for no legal reason;
- order the European Union, represented by the European Commission, to restore to the Czech Republic the sum of CZK 2 698 817 on the basis of unjust enrichment, that sum having been paid, conditionally, into the Commission's account on 22 December 2016 for no legal reason;
- order the European Union, represented by the Commission, to pay the costs.

**Pleas in law and main arguments**

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

The applicant claims that the amount in dispute corresponds to unrecovered customs duty on the import of flint lighters from Laos amounting to CZK 53 976 340 minus collection costs. On 17 March 2015, the sum of CZK 40 482 255 (75 % of the unrecovered customs duty) was conditionally paid into the Commission's account, following the Commission's formal notice dated 21 January 2015. On 22 December 2016, the sum of CZK 2 698 817 (5 % of the unrecovered customs duty) was paid into the Commission's account, following the Commission's request for payment of the difference corresponding to the increase in the contribution paid to the Union to 80 %.