

Action brought on 30 October 2020 — JC v EUCAP Somalia**(Case T-165/20)**

(2021/C 9/34)

*Language of the case: French***Parties***Applicant:* JC (represented by: A. Van Himst, lawyer)*Defendant:* EUCAP Somalia (Mogadishu, Somalia)**Form of order sought**

The applicant claims that the Court should:

- annul the decision of 4 November 2019, issued by EUCAP SOMALIA, through which the employment relationship between the applicant and EUCAP SOMALIA was terminated;
- annul the decision of 3 December 2019, issued by EUCAP SOMALIA, through which the employment relationship between the applicant and EUCAP SOMALIA was terminated;
- if necessary, annul the decision of 24 January 2020 dismissing the appeal brought against the decision to terminate the employment relationship;
- order the defendant to pay the applicant's salary retroactively until the definitive, proper and lawful end date of the contractual relationship;
- order the defendant to pay interest on the amounts due at the interest rate applied by the European Central Bank (ECB) for its main refinancing operations, increased by three and a half percentage points;
- order the defendant to pay the costs.

Pleas in law and main arguments

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

1. First plea in law, concerning the fact that the first notification was addressed to the applicant only through the decision dismissing his appeal and alleging:
 - that the notification of 4 November 2019 had no effect or, at least, no retroactive effect;
 - failure to implement the formal pre-litigation procedure and infringement of Article 21 of that contract in so far as the applicant was not heard by the Deputy Head of Mission before a decision was adopted concerning the rejection of his internal appeal.
 2. Second plea in law, alleging infringement of Article 18 of the employment contract, Article 296 TFEU and Article 41 of the Charter of Fundamental Rights of the European Union, in that the defendant failed to state reasons for its dismissal decision (decisions).
 3. Third plea in law, alleging infringement of Article 18 of the employment contract and an error of law in the application of Article 17(2) of the employment contract, in that the defendant should have given at least one month's notice.
 4. Fourth plea in law, alleging infringement of the Law of 3 July 1978 on Employment Contracts under Belgian law invoked by the defendant as applying to the contract.
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