

4. Fourth plea in law, alleging a lack of stability in the composition of the selection board during the oral test of the competition — Lack of sufficient coordination measures implemented to ensure a consistent and objective assessment, equal opportunities and equal treatment of candidates.
5. Fifth plea in law, alleging the breach of Articles 1, 2, 3 and 4 of Regulation No 1 of 1958 <sup>(1)</sup> — Breach of Articles 1d and 28 of the Staff Regulations as well as of Article 1(1)(f) of Annex III thereto — Breach of the principles of equal treatment and non-discrimination.

<sup>(1)</sup> OJ 2018 C 368A, p. 1.

<sup>(2)</sup> Regulation No 1 of 15 April 1958 determining the languages to be used by the European Economic Community (OJ, English Special Edition, Series I 1952-1958, p. 59), as lastly modified by Council Regulation (EU) No 517/2013 of 13 May 2013 adapting certain regulations and decisions in the fields of free movement of goods, freedom of movement for persons, company law, competition policy, agriculture, food safety, veterinary and phytosanitary policy, transport policy, energy, taxation, statistics, trans-European networks, judiciary and fundamental rights, justice, freedom and security, environment, customs union, external relations, foreign, security and defence policy and institutions, by reason of the accession of the Republic of Croatia (OJ 2013 L 158, p. 1).

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### Action brought on 14 January 2021 — Equinoccio-Compañía de Comercio Exterior v Commission

(Case T-22/21)

(2021/C 128/46)

*Language of the case: English*

#### Parties

*Applicant:* Equinoccio-Compañía de Comercio Exterior, SL (Madrid, Spain) (represented by: D. Luff and R. Sciaudone, lawyers)

*Defendant:* European Commission

#### Form of order sought

The applicant claims that the Court should:

- annul the European Commission's letter of 4 November 2020 (Ref. Ares(2020)6365704) relating to the liquidation of the financial guarantee invoked by the Turkish Ministry of Science, Industry and Technology — DG for EU and Foreign Affairs — Directorate of EU Financial Programmes;
- order the Commission to pay the costs.

#### Pleas in law and main arguments

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

1. First plea in law, alleging infringement of the duty of care, impartiality, equality of arms and Article 78 of the Financial Regulation. <sup>(1)</sup>
  - It is argued that the Commission did not verify the decision to liquidate the guarantee taken by the Turkish authorities. Indeed, the Commission asked the Turkish authorities to check the decision themselves. This conduct infringes Article 78 of the Financial Regulation read together with Articles 80, 81 and 82 of the Delegated Regulation. <sup>(2)</sup> According to these provisions, the EU authorising officer should personally check documents.
2. Second plea in law, alleging infringement of the duty to state reasons.
  - The applicant argues that the contested decision did not provide it with sufficient information to make it possible to ascertain whether the act is well founded or whether it is vitiated by a defect that may permit it to challenge its legality before the European Union judicature and, second, to enable that same judicature to review the legality of that act.

3. Third plea in law, alleging infringement of the right to be heard.

— It is argued that the applicant was not part of the administrative procedure that the Commission carried out to decide whether to instruct or not the European Delegation in Ankara to countersign the liquidation of the guarantee.

4. Fourth plea in law, alleging infringement of the principle of proportionality.

— The applicant argues that the Commission infringed the principle of proportionality by failing to balance the Contracting Authority's request and the sums owed to the applicant.

5. Fifth plea in law, alleging manifest error of assessment of the conditions to liquidate the guarantee.

— It is argued that the contested decision is vitiated by a manifest error of assessment of the conditions, all related to the alleged breach of the service contract, applicable to the liquidation of the guarantee.

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(<sup>1</sup>) Council Regulation (EU, Euratom) No 966/2012 of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ 2012 L 298, p. 1).

(<sup>2</sup>) Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (OJ 2012 L 362, p. 1).

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**Action brought on 21 January 2021 — L'Oréal v EUIPO — Debonair Trading Internacional  
(SO COUTURE)**

**(Case T-30/21)**

(2021/C 128/47)

*Language of the case: English*

**Parties**

*Applicant:* L'Oréal (Clichy, France) (represented by: M. Treis and E. Strobel, lawyers)

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

*Other party to the proceedings before the Board of Appeal:* Debonair Trading Internacional Lda (Funchal, Portugal)

**Details of the proceedings before EUIPO**

*Applicant of the trade mark at issue:* Applicant before the General Court

*Trade mark at issue:* Application for European Union word mark SO COUTURE — Application for registration No 12 194 015

*Procedure before EUIPO:* Opposition proceedings

*Contested decision:* Decision of the Fifth Board of Appeal of EUIPO of 3 November 2020 in Case R 158/2016-5

**Form of order sought**

The applicant claims that the Court should:

— annul the contested decision;

— order EUIPO and any intervener to pay the costs of this appeal.