— annul the decision of the European Commission to award lot 3 (Spanish language) of the contract relating to framework contracts for language training for the institutions, bodies and agencies of the European Union (No HR/2020/OP/0014), in first place to the consortium CLL Centre de Langues-Allingua and in second place to the applicant;

— 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 a failure to give sufficient reasons in the contested decision with regard to the assessment of the relative merits of the tenders.

2. Second plea in law, alleging failure to compare the relative merits of the tenders.

3. Third plea in law, alleging that the Commission committed a manifest error of assessment by rejecting, without verifying their validity, the parts of the tender which were accessible via a hypertext link incorporated in the tender.

4. Fourth plea in law, raised in the alternative, alleging, first, that there was no link between the assessment of the intrinsic qualities of the applicant's tender and its scoring under sub-criteria 1.1 and 1.2 set out in the contract notice and, second, that there was a breach of the principle of transparency.

5. Fifth plea in law, alleging infringement of the objective of opening up public contracts to competition as widely as possible.

Action brought on 5 July 2021 — Flybe v Commission

(Case T-380/21)

(2021/C 338/38)

Language of the case: English

Parties

Applicant: Flybe Ltd (London, United Kingdom) (represented by: G. Peretz; QC, and D. Colgan, lawyer)

Defendant: European Commission

Form of order sought

The applicant claims that the Court should:

— partially annul the decision of the European Commission of 23 April 2021, which concerns the approval by the Commission of a slot release agreement entered into by British Airways and Flybe Limited, relating to case Nº COMP/M.6447 — IAG/BMI, by annulling the entirety of footnote 23 of the contested decision; or in the alternative, amending footnote 23 of the contested decision and,

— grant the applicant its costs of preparing and presenting this appeal.

Pleas in law and main arguments

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

1. First plea in law, alleging that the Commission has made an error of fact in its explanation of the restrictions imposed under the slot release agreement. The applicant states that the agreement, negotiated by British Airways and Flybe limited (formerly Thyme OPCO Limited), makes no reference to any need for any slot transfer to be accompanied by the transfer of the operating licence. The applicant alleges that the Commission, by adding the wording '*i.e. together with Thyme's OL*' in footnote 23 is therefore incorrect in what is meant to be a summary of the agreement.

2. Second plea in law, alleging that the Commission has failed to properly consider the ability of the applicant to be able to comply with the additional requirement of only transferring the Remedy Slots as part of a going concern where it includes the transfer of its operating licence, in contradiction of what is possible under UK airline licensing regulations.

3. Third plea in law, alleging that the Commission has failed to take account of the factual, economic and legal context of the slot release agreement, which showed that there is no need to impose a requirement in relation to the transfer of an operating licence.

4. Fourth plea in law, alleging that the Commission's approach is contrary to the principle of legal certainty. The applicant states that the International Consolidated Airlines Group Commitments did not contain a restriction on the transfer of the Remedy Slots.

5. Fifth plea in law, alleging that the Commission has breached the applicant's right to be heard by imposing a restriction without first discussing that restriction with the applicant.

6. Sixth plea in law, alleging that the Commission has infringed the duty to give reasons. The applicant states that the Commission gives no reasons for imposing the restriction on the applicant, in breach of the requirement that legal acts shall state the reasons on which they are based.

Action brought on 7 July 2021 — Banque postale v SRB

(Case T-383/21)

(2021/C 338/39)

Language of the case: French

Parties

Applicant: La Banque postale (Paris, France) (represented by: A. Gosset-Grainville, M. Trabucchi and M. Dalon, lawyers)

Defendant: Single Resolution Board

Form of order sought

The applicant claims that the Court should:

— pursuant to Article 263 TFEU, annul Decision SRB/ES/2021/22 of 14 April 2021 on the calculation of the 2021 ex-ante contributions to the SRF in so far as it concerns the applicant;

— pursuant to Article 277 TFEU, declare the following provisions of the SRM Regulation, the Implementing Regulation and the Delegated Regulation inapplicable:

  — Articles 69(1), 69(2), 70(1) and 70(2)(a) and (b) of the SRM Regulation;

  — Article 4(2) and Articles 6 and 7 of the Delegated Regulation and Annex I thereto;

  — Article 4 of the Implementing Regulation;

— order the defendant to pay all 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 infringement of the principle of equal treatment in that the methods of calculation of ex ante contributions to the Single Resolution Fund (SRF) laid down in the SRM Regulation and the Delegated Regulation do not reflect the actual size or the actual risk of the institutions.