

Form of order sought

The applicant claims that the General Court should:

- annul in part, on the basis of Articles 256 and 263 TFEU, Regulation (EU) 2021/1139 of the European Parliament and of the Council of 7 July 2021 establishing the European Maritime, Fisheries and Aquaculture Fund and amending Regulation (EU) 2017/1004 (OJ 2021 L 247, p. 1), in particular Articles 17, 18 and 19 thereof;
- order the European Parliament and the Council of the European Union to pay the costs in their entirety.

Pleas in law and main arguments

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

1. First plea in law, alleging infringement of the objectives of sustainable development and a high level of environmental protection. The applicant claims that Articles 17, 18 and 19 of Regulation (EU) 2021/1139 of the European Parliament and of the Council of 7 July 2021 establishing the European Maritime, Fisheries and Aquaculture Fund and amending Regulation (EU) 2017/1004 ('the EMFAF Regulation') reintroduces subsidies that are detrimental to the marine environment, in disregard of the objectives of sustainable development and a high level of environmental protection, reaffirmed by EU legislation.
2. Second plea in law, alleging infringement of the general principles of EU law, namely the precautionary principle and the principle of proportionality. According to the applicant, Articles 17, 18 and 19 of the EMFAF Regulation are contrary to the precautionary principle enshrined in Article 191(2) TFEU. Furthermore, the effects of the aforementioned articles are contrary to the principle of proportionality applied in fisheries matters.
3. Third plea in law, alleging infringement of the United Nations Convention on the Law of the Sea of 10 December 1982, the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean of 9 July 2004, and the principle of performance of agreements in good faith. The applicant maintains that Articles 17, 18 and 19 of the EMFAF Regulation run counter to the obligations relating to tackling over-fishing and the conservation of marine resources laid down in those conventions. The Parliament and the Council infringed the principle of performance of agreements in good faith by adopting the contested articles.

Action brought on 1 October 2021 — Sberbank Europe v ECB

(Case T-647/21)

(2021/C 481/55)

Language of the case: English

Parties

Applicant: Sberbank Europe AG (Vienna, Austria) (represented by: M. Fellner, lawyer)

Defendant: European Central Bank

Form of order sought

The applicant claims that the Court should:

- annul the defendant's decision of 2 August 2021 ⁽¹⁾; and
- order the defendant to pay the costs.

Pleas in law and main arguments

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

1. First plea in law, alleging that the defendant violated the prohibition of double punishment pursuant to Article 50 of the Charter of the Fundamental Rights ('CFR') of the European Union and Article 4 of the European Convention of Human Rights ('ECHR').

2. Second plea in law, alleging that the defendant violated Article 49 of the CFR and Article 7 of ECHR by imposing a penalty exceeding the amount limits laid down in Article 18(1) of Regulation (EU) No 1024/2013 ⁽¹⁾.
3. Third plea in law, alleging that the defendant violated Article 17 CFR and Article 1 of the First Additional Protocol to the ECHR.
4. Fourth plea in law, alleging that the defendant infringed the principle of good faith, because the defendant violated the method of setting administrative pecuniary penalties pursuant to Articles 18(1) and (7) of Regulation (EU) No 1024/2013.
5. Fifth plea in law, alleging that the defendant violated Article 6 of the ECHR.
6. Sixth plea in law, alleging that the defendant violated the amount of limits for sanctions pursuant to Article 18(1) of Regulation (EU) No 1024/2013.
7. Seventh plea in law, alleging that Article 97 of the Austrian Banking Act ('BWG') is not applicable if no advantage is gained or no loss is avoided by exceeding the large exposure limit.
8. Eighth plea in law, alleging that the defendant's ability to impose absorption interest on the applicant is time-barred pursuant to Article 97 BWG in connection with Article 395 of Regulation (EU) No 575/2013.
9. Ninth plea in law, alleging that the defendant misapplied Article 97(1) BWG in connection with Article 30(a) BWG and Article 395(1) of Regulation (EU) No 575/2013.
10. Tenth plea in law, alleging that the applicant had no intention to exceed limits to large exposure pursuant to Article 395 of Regulation (EU) No 575/2013 ⁽²⁾.
11. Eleventh plea in law, alleging that the applicant gained no advantage or avoided any loss to be absorbed by exceeding the large exposure limits in the contested period.
12. Twelfth plea in law, alleging that the defendant misused its discretion by not granting to the applicant the exception under Article 396(1) of Regulation (EU) No 575/2013.

⁽¹⁾ No ECB-SSM-2021-ATSBE-7 — ESA-2020-00000051.

⁽²⁾ Council Regulation (EU) No 1024/2013 of 15 October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions (OJ 2013 L 287, p. 63-89).

⁽³⁾ Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 Text with EEA relevance (OJ 2013 L 176, p. 1-337).

Action brought on 7 October 2021 — Saure v Commission

(Case T-651/21)

(2021/C 481/56)

Language of the case: German

Parties

Applicant: Hans-Wilhelm Saure (Berlin, Germany) (represented by: C. Partsch, lawyer)

Defendant: European Commission

Form of order sought

The applicant claims that the Court should:

— annul the Commission's decision of 2 June 2021 refusing to grant the applicant's requested access to Commission documents and the Commission's decision of 11 August 2021 refusing to grant the applicant's requested access to Commission documents, through the issuing of copies of all Commission communications

(a) with the company BioNTech SE,