

- further contractual default interest, accruing at an annual rate equal to the aggregate of (i) 2,5 % (250 basis points) and (ii) the rate payable under Article 3.01, until payment is made.

- for payment of all costs related to the present proceedings pursuant to Article 134(1) of the Rules of Procedure.

Pleas in law and main arguments

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

First and only plea in law, alleging that the Syrian Arab Republic has breached its contractual obligations under Articles 3.01 and 4.01 of the Loan Agreement to make payment of the further instalments under the Loan Agreement as they have fallen due, since 9 August 2017 and under Article 3.02 of the Loan Agreement to make payment of default interest on each of the instalments due and not paid, accruing at the annual rate therein. Consequently, the Syrian Arab Republic is contractually obligated to pay all amounts due under Articles 3.01, 3.02 and 4.01 of the Loan Agreement to the applicant (subrogated to the European Investment Bank's claims).

Action brought on 22 July 2022 — EIB v Syria

(Case T-469/22)

(2022/C 359/111)

Language of the case: English

Parties

Applicant: European Investment Bank (represented by: D. Arts and E. Paredis, lawyers, T. Gilliams, R. Stuart and F. de Borja Oxangoiti Briones, agents)

Defendant: Syrian Arab Republic

Form of order sought

The applicant claims that the Court should impose on the Syrian Arab Republic the order:

- for payment of all sums due to the EU under Articles 3.01, 3.02 and 4.01 of the Electricity Distribution Project Loan Agreement, nr. 20948 (hereafter the 'Loan Agreement') since 9 August 2017 further to its right of subrogation comprising:
 - EUR 28 777 508,71, the amount due to the EU as at 30 June 2022, which is all principal of EUR 27 388 963,40, interest of EUR 116 091,27 and contractual default interest (accrued from the due date to 30 June 2022) of EUR 1 272 454,04.

 - further contractual default interest, accruing at an annual rate equal to the higher (for any given relevant period) of (i) the relevant interbank rate plus 2 % (200 basis points) or (ii) the rate payable under Article 3.01 plus 0,25 % (25 basis points), until payment is made.

- for payment of all costs related to the present proceedings pursuant to Article 134(1) of the Rules of Procedure.

Pleas in law and main arguments

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

First and only plea in law, alleging that the Syrian Arab Republic has breached its contractual obligations under Articles 3.01 and 4.01 of the Loan Agreement to make payment of the further instalments under the Loan Agreement as they have fallen due, since 9 August 2017 and under Article 3.02 of the Loan Agreement to make payment of default interest on each of the instalments due and not paid, accruing at the annual rate therein. Consequently, the Syrian Arab Republic is contractually obligated to pay all amounts due under Articles 3.01, 3.02 and 4.01 of the Loan Agreement to the applicant (subrogated to the European Investment Bank's claims).

Action brought on 29 July 2022 — QM v Council**(Case T-471/22)**

(2022/C 359/112)

*Language of the case: Bulgarian***Parties**

Applicant: QM (represented by: St. Koev, lawyer)

Defendant: Council of the European Union

Form of order sought

The applicant claims that the Court should:

- declare the action to be admissible and well founded in its entirety and declare all pleas in law set out therein to be well founded;
- declare that the contested measures may be annulled in part;
- annul Council Decision (CFSP) 2022/849 of 30 May 2022 amending Decision 2013/255/CFSP concerning restrictive measures against Syria ⁽¹⁾ in so far as it concerns the applicant;
- annul Council Implementing Regulation (EU) 2022/840 of 30 May 2022 implementing Regulation (EU) No 36/2012 concerning restrictive measures in view of the situation in Syria ⁽²⁾ in so far as it concerns the applicant;
- order the Council of the European Union to pay all the applicant's legal costs, expenses, fees and other expenditure linked to his defence.

Pleas in law and main arguments

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

1. First plea in law, alleging material infringement of the rights of the defence and the right to a fair trial.
2. Second plea in law, alleging failure on the part of the Council to fulfil its obligation to state reasons.
3. Third plea in law, alleging infringement of the right to effective judicial protection.
4. Fourth plea in law, alleging an error of assessment on the part of the Council.
5. Fifth plea in law, alleging infringement of the right to property, of the principle of proportionality and of the freedom to conduct a business.