

- order that interest at the annual rate of 8 % or any other appropriate rate to be determined by the Court be paid on the amount payable as from the date of judgment;
- order the European Community, as represented here by the Council of the European Union, the European Parliament and the Commission of the European Communities, to bear the costs of the proceedings.

*Pleas in law and main arguments*

The applicant in the present case is a small well-established firm in the business of high quality printing on folding carton packaging for products such as cosmetics and fragrances. The market in question is to a great extent focused on the United States both in terms of logistics and market share.

The applicant states that, as a result of the retaliatory measures taken by the United States, and allowed by The Dispute Settlement Body, because of the adoption by the European Community of a scheme for importation of bananas that is to be considered as contrary to the GATT and GATS, the United States market has been entirely closed off, so that heavy investments in capital adapted specifically to the needs of this market have been rendered worthless. As a question of fact, the sanctions in question have been applied to the applicant's products now for over 18 months, taking the form of 100 % *ad valorem* duties.

The applicant submits that the Community's maintenance in place of an unlawful banana regime has caused it serious damage which the Community has a duty to make good under Article 288(2) C. In support of this claim the applicant submits that the damage being caused to it is the direct result of the Community's unlawful failure to comply with its international obligations.

The applicant claims that the Court should:

- rule that the European Investment Bank is required to reimburse to Mr Seiller the sum of LUF 4 779 652 in respect of his pension rights;
- rule that that sum is to bear compound interest from 1 May 1993 at the annual rate fixed by the President of the European Investment Bank;
- order the European Investment Bank to pay all the costs.

*Pleas in law and main arguments*

The applicant in the present case, having worked for the EIB, submitted his resignation in April 1993, requesting that he should not have to work his notice period. Thereafter, the defendant and the applicant signed an agreement by which the EIB was to pay to Mr Seiller a certain sum 'in full and final settlement, on a lump-sum basis, of all accounts due and in satisfaction of all rights and claims, whether contractual or extra-contractual, which you have or may have against the Bank or any other Community body as at today's date'.

The applicant maintains that the consent expressed by him in that agreement is vitiated by the fact that, at the time when it was signed, he did not have available to him all the information necessary in order for him to be fully apprised. Thus, the sum paid to him did not include the amount corresponding to the reimbursement of his pension rights.

The applicant therefore seeks to challenge the sum expressed to be in full and final settlement under the agreement signed in April 1993.

**Action brought on 27 December 2000 by Jean-Paul Seiller  
against the European Investment Bank**

**(Case T-385/00)**

(2001/C 61/41)

*(Language of the case: French)*

An action against the European Investment Bank was brought before the Court of First Instance of the European Communities on 27 December 2000 by Jean-Paul Seiller, resident in Luxembourg, represented by Dominique Chouanier, of the Paris Bar, and Lex Thielen, of the Luxembourg Bar.

**Action brought on 28 December 2000 by Margarida  
Gonçalves against the European Parliament**

**(Case T-386/00)**

(2001/C 61/42)

*(Language of the case: French)*

An action against the European Parliament was brought before the Court of First Instance of the European Communities on 28 December 2000 by Margarida Gonçalves, residing in Brussels, represented by Louis Tinti, of the Luxembourg Bar.