

The applicant claims that the Court should:

- annul the decision of the selection board rejecting the application of the applicant in internal competition B/172 opened by the notice published in Summary No 31/99;
- annul the decision establishing the list of suitable candidates and all decisions taken by the defendant on the basis of such decisions;
- order the Parliament to pay the costs.

Pleas in law and main arguments

The applicant in the present case contests the refusal of the selection board in internal competition B 7/172 to admit her to the tests in that competition, the criteria for admission to which she claims to fulfil.

In support of her application, she pleads:

- infringement of Article 25 of the Staff Regulations;
- infringement of Article 5 of Annex III to those Regulations, resulting from a manifest error of assessment;
- breach of the duty to have regard for the welfare and interests of officials and of the principle of sound administration.

Action brought on 28 December 2000 by Comitato organizzatore del convegno internazionale 'Effetti degli inquinamenti atmosferici sul clima e sulla vegetazione' against Commission of the European Communities

(Case T-387/00)

(2001/C 61/43)

(Language of the case: Italian)

An action against the Commission of the European Communities was brought before the Court of First Instance of the European Communities on 28 December 2000 by the Comitato organizzatore del convegno internazionale "Effetti degli inquinamenti atmosferici sul clima e sulla vegetazione" (Organising Committee for the International Conference on 'The Effects of Atmospheric Pollutants on Climate and Vegetation'), represented by Paolo Grassi e Giuseppe Russo, with an address for service in Luxembourg.

The applicant claims that the Court should:

- annul the contested measure;
- in the alternative, annul the contested measure and order the defendant Commission to exclude from the agreed financing only the item of expenditure evidenced by the invoice from Linguistlink Ltd. No 67/91 for LIT 11 900 000 and declare the debt discharged in respect of the other lawful expenditure;
- order the defendant Commission to pay all the costs of the proceedings pursuant of Article 87 of the Rules of Procedure.

Pleas in law and main arguments

The present application has been made against the measure adopted by Directorate General XIX Budget, issued on 10 October 2000 under number BUDG/G2/CBI-D(2000)96003569 requesting repayment and the debit note in relation to contract B4/91/3046/11396 of 20 December 1991, for financing for the applicant Committee. The purpose of that financing contract was to enable the organisation of a conference of international studies entitled 'Effects of atmospheric pollutants on climate and vegetation'.

The applicant states in that regard that:

- The conference followed the normal course in Taormina from 26 to 29 September 1991.
- The cost estimate was calculated at LIT 718 462 500, including VAT.
- Immediately after the conference, all the documentation relating to it was destroyed by a fire at the offices of the company which organised the conference. On account of events beyond its control the Organising Committee was unable to recover the original statements and so had to undertake a complex reconstruction of them.
- Following an initial claim for payment, in response to which the applicant sent documents which, in its view, were more than sufficient to prove and account for the expenditure incurred, the Commission remained silent for fully two years, giving rise to a legitimate expectation on the part of the Committee that the documentation had been accepted and that all actions for recovery had been abandoned.
- Instead, and to its great surprise, the Directorate General concerned repeats its request for repayment, again without providing reasons, according to the applicant, and with no reference to an actual measure annulling the financing.

In support of its claims, the applicant alleges:

— breach of essential procedural requirements, inasmuch as the requests for repayment lack any statement of reasons and no indication is given of any evidence or measure on the basis of which the debit note was issued. Nor has the defendant given reasons for not accepting the probative value of the documents sent by the applicant.

— breach of essential procedural requirements, for failing to take into account the fire, an act of God, which prevented the documents provided for in the financing contract from being sent, and for breach of the audi alteram partem rule.

— misuse of powers in respect of failure to acknowledge expenditure on translation, for which there was documentation.
