

**Pleas in law and main arguments**

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

1. The first plea is based on the arbitration clause. The applicant maintains, first, that the evidence submitted fully proves the engagement of the applicant's staff on the 'FIREROB' project, second, that at no point in the audit report is it stated that the applicant's personnel did not perform the work carried out within the framework of the 'FIREROB' agreement or that false information was produced by the applicant, and, third, that the applicant undertook to provide personnel for 12,2 person-months and that the applicant provided in total 21,92 person-months without seeking an amendment to the agreed budget.
2. The second plea is based on a claimed abuse of rights. The applicant maintains that the Commission's request for repayment of the sum of EUR 64 574,73, in other word a sum which is almost five times greater than the applicant's direct subsidy (EUR 13 474,00) for work which was optimally performed by the applicant, is disproportionate and contrary to the principle of performance of contracts in good faith.
3. The third plea is based on a claimed infringement of the principle of protection of legitimate expectations. The applicant maintains that the lawful right was not given to the applicant to submit its lawful objections directly to the auditor appointed by the European Commission and to clarify the unsupported arguments of the author of the draft audit report.
4. The fourth plea is based on the principle of proportionality. The applicant maintains that Article II.24.1 of Annex II to the 'FIREROB' agreement gave to the Commission the discretion not to request the payment of damages, given that the applicant produced work which was assessed very positively and in which, according to the European Commission's Technical Report, scientific results of a very high level were achieved.

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**Action brought on 26 September 2014 — Unichem Laboratories/Commission****(Case T-705/14)**

(2014/C 448/40)

*Language of the case: English***Parties**

*Applicant:* Unichem Laboratories Ltd (Mumbai, India) (represented by: S. Mobley, H. Sheraton and K. Shaw, Solicitors)

*Defendant:* European Commission

**Form of order sought**

The applicant claims that the Court should:

- annul the Commission Decision dated 9 July 2014 relating to a proceeding under Articles 101 and 102 of the Treaty on the Functioning of the EU (Case Comp/AT. 39.612 — perindopril (Servier)) in its entirety, and in any event annul and/or reduce the fine imposed, in so far as it applies to Unichem; and
- order the Commission to pay its own costs and Unichem's costs in connection with these proceedings.

**Pleas in law and main arguments**

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

1. In the first plea in law, the applicant alleges that the Commission lacks jurisdiction to address a decision under Art. 101(1) TFEU to Unichem.

2. In the second plea in law, the applicant alleges that the Commission fails to apply the correct 'objective necessity' legal test to determine whether the patent settlement agreement falls within the ambit of Art. 101(1) TFEU.
3. In the third plea in law, the applicant alleges that the Commission breaches the principle of equal treatment by not applying the Technology Transfer Block Exemption Regulation Guidelines to Unichem's settlement.
4. In the fourth plea in law, the applicant alleges that the Commission errs in law by categorising the settlement as a 'by object' Art. 101(1) TFEU violation.
5. In the fifth plea in law, the applicant alleges that the Commission misapplies its own purported Art. 101(1) 'by object' legal test to the specific Unichem facts.
6. In the sixth plea in law, the applicant alleges that the Commission errs in law by concluding that the settlement agreement resulted in anticompetitive effects.
7. In the seventh plea in law, the applicant alleges that the Commission breaches its duty under Art. 296 to state reasons why it considers Unichem can be held directly liable for infringement of Art. 101(1) TFEU when it is not a potential competitor of Servier.
8. In the eighth plea in law, the applicant alleges that, in the alternative, the Commission errs in law by not recognising that the settlement agreement satisfies the exemption criteria under Art. 101(3) TFEU.
9. In the ninth plea in law, the applicant alleges that the Commission breaches the rights of defence, principle of sound administration and its duty not to act oppressively to obtain legally privileged documents to use against Unichem.
10. In the tenth plea in law, the applicant alleges that the Commission breaches the general EU principle of equal treatment in its fine calculation by treating Unichem differently to Servier without objective justification.
11. In the eleventh plea in law, the applicant alleges that the Commission infringes the general EU law principle of proportionality, its own fining guidelines and prior established practice when it imposed a fine on Unichem.
12. In the twelfth plea in law, the applicant alleges that the Commission violates its duty to state reasons pursuant to Art. 296 TFEU in respect of its fine calculation and its assessment of the gravity of Unichem's alleged infringement.

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**Action brought on 3 October 2014 — Tri-Ocean Trading v Council**

**(Case T-709/14)**

(2014/C 448/41)

*Language of the case: English*

**Parties**

*Applicant:* Tri-Ocean Trading (George Town, Cayman Islands) (represented by: P. Saini, QC, B. Kennelly, Barrister, and N. Sheikh, Solicitor)

*Defendant:* Council of the European Union

**Form of order sought**

The applicant claims that the Court should:

- annul Council Implementing Decision 2014/488/CFSP of 22 July 2014 implementing Decision 2013/255/CFSP concerning restrictive measures against Syria and Council Implementing Regulation (EU) No 793/2014 of 22 July 2014 implementing Regulation (EU) No 36/2012 concerning restrictive measures in view of the situation in Syria insofar as they apply to the Applicant; and