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Information and Notices

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(Announcements)

COURT PROCEEDINGS

COURT OF JUSTICE

Appeal brought on 6 January 2022 by QC against the order of the General Court (First Chamber) delivered on 11 November 2021 in Case T-77/21, QC v Commission

(Case C-14/22 P)

(2022/C 311/02)

Language of the case: French

Parties

Appellant: QC (represented by: F. Moyse, avocat)

Other party to the proceedings: European Commission

By order of 30 June 2022, the Court (Ninth Chamber) dismissed the appeal as manifestly unfounded and ordered the appellant to bear his own costs.

Appeal brought on 24 February 2022 by HG against the judgment of the General Court (Fourth Chamber) delivered on 15 December 2021 in Case T-693/16 P RENV-RX, HG v Commission

(Case C-150/22 P)

(2022/C 311/03)

Language of the case: French

Parties

Appellant: HG (represented by: L. Levi, avocate)

Other party to the proceedings: European Commission

By order of 30 June 2022, the Court (Tenth Chamber) dismissed the appeal for manifest lack of jurisdiction of the Court and ordered the appellant to bear his own costs.

Appeal brought on 11 April 2022 by Calrose Rice against the order of the General Court (Tenth Chamber) delivered on 11 February 2022 in Case T-459/21, Calrose Rice v EUIPO — Ricegrowers (Sunwhite)

(Case C-253/22 P)

(2022/C 311/04)

Language of the case: English

Parties

Appellant: Calrose Rice (represented by: H. Raychev, адвокат)

Other parties to the proceedings: European Union Intellectual Property Office (EUIPO), Ricegrowers Ltd

By order of 6 July 2022, the Court of Justice (Chamber determining whether appeals may proceed) held that the appeal was not allowed to proceed and that Calrose Rice should bear its own costs.

Request for a preliminary ruling from the Lietuvos Aukščiausiasis Teismas lodged on 4 May 2022 — M. D. v 'Tez Tour' UAB

(Case C-299/22)

(2022/C 311/05)

Language of the case: Lithuanian

Referring court

Lietuvos Aukščiausiasis Teismas

Parties to the main proceedings

Applicant: M. D.

Defendant: 'Tez Tour' UAB

Third party: 'Fridmis' UAB

Questions referred

1. Is it necessary for there to be an official warning of the authorities of the State of departure and/or arrival to refrain from unnecessary travel and/or classification of the country of destination (and possibly also the country of departure) as belonging to a risk area in order for it to be considered that unavoidable and extraordinary circumstances have occurred at the place of destination or its immediate vicinity within the meaning of the first sentence of Article 12(2) of Directive (EU) 2015/2302? ([1])

2. When assessing whether unavoidable and extraordinary circumstances exist at the place of destination or its immediate vicinity at the time of termination of a package travel contract and whether they significantly affect the performance of the package: (i) should account be taken only of objective circumstances, that is to say, is a significant effect on the performance of the package related only to objective impossibility and must it be interpreted as only covering cases where the performance of the contract becomes both physically and legally impossible, or does it nevertheless also cover cases where performance of the contract is not impossible but (in this case, owing to the well-founded fear of becoming infected with COVID-19) becomes complicated and/or economically inefficient (in terms of the safety of the travellers, risk to their health and/or life, the possibility of achieving the objectives of the holiday travel); (ii) are subjective factors relevant, such as adults travelling together with children under 14 years of age, or belonging to a higher-risk group owing to the traveller's age or state of health, and so forth? Does the traveller have the right to terminate the package travel contract if, as a result of the pandemic and related circumstances, in the opinion of the average traveller, travel to and from the destination becomes unsafe, gives rise to inconvenience to the traveller or causes him or her to have a well-founded fear of a risk to health or of infection with a dangerous virus?

3. Does the fact that the circumstances on which the traveller relies had already arisen or were at least already presupposed/likely when the trip was booked affect in some way the right to terminate the contract without paying a termination fee (for example by that right being denied, by stricter criteria being applied for assessing the negative effect on the performance of the package, and so forth)? When applying the criterion of reasonable foreseeability in the context of the pandemic, should account be taken of the fact that, although the WHO had already published information on the spread of the virus at the moment when the package travel contract was concluded, nevertheless the course and consequences of the pandemic were difficult to predict, there were no clear measures for managing and controlling the infection or sufficient data on the infection itself, and the increasing development of infections from the time of booking the trip until its termination was evident?

4. When assessing whether unavoidable and extraordinary circumstances exist at the place of destination or its immediate vicinity at the time of termination of a package travel contract and whether they significantly affect the performance of the package, does the concept of 'the place of destination or its immediate vicinity' cover only the State of arrival or, taking into account the nature of the unavoidable and extraordinary circumstance, that is to say, a contagious viral infection, also the State of departure as well as points related to going on and returning from the trip (transfer points, certain means of transport, and so forth)?

(1) Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ 2015 L 326, p. 1).

Request for a preliminary ruling from the Krajský soud v Brně (Czech Republic) lodged on 9 May 2022 — CROSS Zlín a.s. v Úřad pro ochranu hospodářské soutěže

(Case C-303/22)

(2022/C 311/06)

Language of the case: Czech

Referring court

Krajský soud v Brně

Parties to the main proceedings

Applicant: CROSS Zlín a.s.

Defendant: Úřad pro ochranu hospodářské soutěže

Question referred

Is it compatible with Articles 2(3) and 2a(2) of Directive 89/665/EEC, (1) interpreted in the light of Article 47 of the Charter of Fundamental Rights of the EU, for Czech legislation to permit a contracting authority to conclude a public contract before an action is brought before a court competent to review the legality of a second-instance decision of the Úřad pro ochranu hospodářské soutěže (Office for the Protection of Competition) to exclude a tenderer?

(1) Council Directive of 21 December 1989 on the coordination of the laws, regulations and administrative provisions relating to the application of review procedures to the award of public supply and public works contracts (OJ 1989 L 395, p. 33).

Request for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 10 May 2022 — FT v DW

(Case C-307/22)

(2022/C 311/07)

Language of the case: German

Referring court

Bundesgerichtshof

Parties to the main proceedings

Defendant and appellant on a point of law: FT

Applicant and respondent in the appeal on a point of law: DW

Questions referred

1. Must the first sentence of Article 15(3) of the General Data Protection Regulation (GDPR), ([1]) read in conjunction with Article 12(5) thereof, be interpreted as meaning that the controller (in the present case: the doctor providing treatment) is not obliged to provide the data subject (in the present case: the patient), free of charge, with a first copy of his or her personal data processed by the controller where the data subject does not request the copy in order to pursue the purposes referred to in the first sentence of recital 63 of the GDPR, namely to become aware of the processing of his or her personal data and to be able to verify the lawfulness of that processing, but pursues a different purpose — one which is not related to data protection but is legitimate (in the present case: to verify the existence of claims under medical liability law)?

2. If Question 1 is answered in the negative:

   (a) In accordance with Article 23(1)(i) of the GDPR, can a national provision of a Member State adopted prior to the entry into force of the GDPR also be regarded as a restriction of the right to be provided, free of charge, with a copy of the personal data processed by the controller, as provided for in the first sentence of Article 15(3) of the GDPR, read in conjunction with Article 12(5) thereof?

   (b) If Question 2(a) is answered in the affirmative: Must Article 23(1)(i) of the GDPR be interpreted as meaning that the rights and freedoms of others, as referred to therein, also include their interest in being relieved of the costs associated with the provision of a copy of data in accordance with the first sentence of Article 15(3) of the GDPR and other expenses incurred in making the copy available?

   (c) If Question 2(b) is answered in the affirmative: In accordance with Article 23(1)(i) of the GDPR, can national legislation which, in the context of the doctor-patient relationship, provides that the doctor always has a claim for reimbursement of expenses against the patient, irrespective of the specific circumstances of the individual case, where the doctor provides the patient with a copy of the patient's personal data from the patient's medical records be regarded as a restriction of the obligations and rights arising from the first sentence of Article 15(3) of the GDPR, read in conjunction with Article 12(5) thereof?

3. If Question 1 is answered in the negative and Question 2(a), 2(b) or 2(c) is answered in the negative: In the context of the doctor-patient relationship, does the entitlement under the first sentence of Article 15(3) of the GDPR include entitlement to be provided with copies of all parts of the patient's medical records containing the patient's personal data, or does it extend only to the provision of a copy of the patient's personal data as such, with the doctor who processes the data deciding the manner in which he or she compiles the data for the patient concerned?

([1]) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ 2016 L 119, p. 1).

Request for a preliminary ruling from the Elegktiko Synedrio (Greece) lodged on 11 May 2022 — ACHILLEION Anonymi Xenodocheiaki Etaireia v Elliniko Dimosio

(Case C-313/22)

(2022/C 311/08)

Language of the case: Greek

Referring court

Elegktiko Synedrio

Parties to the main proceedings

Appellant on a point of law: ACHILLEION Anonymi Xenodocheiaki Etaireia

Respondent: Elliniko Dimosio

Questions referred

1. For the purposes of (i) Article 30(1), (3) and (4) of Regulation No 1260/1999 ([1]) and Rule No 1, point 1.9, of Regulation No 1685/2000, ([2]) (ii) Article 4(3) of Regulation No 70/2001 and (iii) Articles 38 and 39(1) of Regulation No 1260/1999, Article 4 of Regulation No 438/2001, ([3]) Article 2(2) of Regulation No 448/2001, ([4]) Article 1(2) of Regulation No 2988/1995 ([5]) and Article 14 of Regulation No 659/1999, ([6]) does the sale of the assisted undertaking, together with its fixed assets, constitute automatically such a substantial modification of the implementation conditions of the co-financed investment in that undertaking as to justify of itself national legislation, such as Article 18(5) of Joint Ministerial Decision 192249/EYS 4057 of 19 August 2002 (Ministerial Decision 9216/EYS 916 of 12-18 February 2004), which enacts an absolute long-term prohibition on the transfer of the fixed assets of the subsidised undertaking, on pain of total or partial revocation of the decision granting the aid and repayment of all or part of the public grant paid?

2. Are (i) Article 30(4) of Regulation No 1260/1999; (ii) Article 4(3) of Regulation No 70/2001 ([7]) and point 4.12 of the Guidelines on national regional aid concerning the principle of the durability of small and medium-sized enterprises in receipt of aid and (iii) Articles 38 and 39 of Regulation No 1260/1999, Article 2(2) of Regulation No 448/2001, Articles 1(2), 2 and 4 of Regulation No 2988/1995 and Article 14 of Regulation No 659/1999 to be understood as meaning that the sale of the fixed assets and of the assisted undertaking itself, further to an internal shareholders' agreement intended to ensure its viability, does not give rise to a substantial modification to the co-financing operation or to an undue advantage for any of the contracting parties and therefore constitutes neither an irregularity nor a reason to recover the aid, provided that the conditions for the carrying out of the investment are not modified and the transfer falls under a legal regime under which the transferor and the transferee are jointly and severally liable for the debts and for the liabilities that exist at the time of the transfer?

3. Do Articles 17, 52 and 53 of the Charter of Fundamental Rights of the European Union and the principle of legal certainty, interpreted in conjunction with Article 1 of Protocol No 1 to the ECHR, require a fair balance to be struck between financial correction measures and measures for the recovery of aid in accordance with Articles 38[(1)](h) and 39(1) of Regulation No 1260/1999, Article 2(2) of Regulation No 448/2001, Article 4 of Regulation No 2988/1995 and Article 14 of Regulation No 659/1999 and the right to the protection of 'property' of the recipient of the aid, resulting in partial or even total exemption of the recipient, even where it is found that the transfer gave rise to a substantial modification to the assisted operation or an undue advantage?

([1]) Council Regulation (EC) No 1260/1999 of 21 June 1999 laying down general provisions on the Structural Funds (OJ 1999 L 161, p. 1).

([2]) Commission Regulation (EC) No 1685/2000 of 28 July 2000 laying down detailed rules for the implementation of Council Regulation (EC) No 1260/1999 as regards eligibility of expenditure of operations co-financed by the Structural Funds (OJ 2000 L 193, p. 39).

([3]) Commission Regulation (EC) No 438/2001 of 2 March 2001 laying down detailed rules for the implementation of Council Regulation (EC) No 1260/1999 as regards the management and control systems for assistance granted under the Structural Funds (OJ 2001 L 63, p. 21).

([4]) Commission Regulation (EC) No 448/2001 of 2 March 2001 laying down detailed rules for the implementation of Council Regulation (EC) No 1260/1999 as regards the procedure for making financial corrections to assistance granted under the Structural Funds (OJ 2001 L 64, p. 13).

([5]) Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ 1995 L 312, p. 1).

([6]) Council Regulation (EC) No 659/1999 of 22 March 1999 laying down detailed rules for the application of Article 93 of the EC Treaty (OJ 1999 L 83, p. 1).

([7]) Commission Regulation (EC) No 70/2001 of 12 January 2001 on the application of Articles 87 and 88 of the EC Treaty to State aid to small and medium-sized enterprises (OJ 2001 L 10, p. 33).

Request for a preliminary ruling from the Bundesverwaltungsgericht (Germany) lodged on 1 June 2022 — Weingut A v Land Rhineland-Palatinate

(Case C-354/22)

(2022/C 311/09)

Language of the case: German

Referring court

Bundesverwaltungsgericht

Parties to the main proceedings

Appellant on a point of law: Weingut A

Respondent in the appeal on a point of law: Land Rhineland-Palatinate

Questions referred

1. Can winemaking have been entirely carried out on the eponymous wine-growing holding within the meaning of the second subparagraph of Article 54(1) of Delegated Regulation (EU) 2019/33 ([1]) if the pressing takes place in a winepress installation which has been rented from another wine-growing holding for 24 hours and is exclusively at the disposal of the eponymous wine-growing holding during that period?

2. If that question is answered in the affirmative, is it necessary that the pressing be carried out or at least supervised on-site by employees of the eponymous wine-growing holding, or can the pressing also be carried out by employees of the wine-growing holding renting out the winepress installation in accordance with the instructions of the eponymous wine-growing holding?

3. If the pressing can also be carried out by employees of the wine-growing holding renting out the winepress installation, can they be given the authorisation to intervene in the pressing on the basis of an individual decision in the event of unexpected problems?

4. Is attribution of the winemaking to the eponymous wine-growing holding precluded if the wine-growing holding which rents out the winepress installation and carries out the winepressing has an interest of its own in the manner in which the winepressing is carried out, because a yield- and quality-dependent supplement per hectolitre of Kabinett/Spätlese/Auslese wine on top of the area-based exploitation fee is agreed in the vineyard exploitation agreement which has also been concluded with that holding?

([1]) Commission Delegated Regulation (EU) 2019/33 of 17 October 2018 supplementing Regulation (EU) No 1308/2013 of the European Parliament and of the Council as regards applications for protection of designations of origin, geographical indications and traditional terms in the wine sector, the objection procedure, restrictions of use, amendments to product specifications, cancellation of protection, and labelling and presentation (OJ 2019 L 9, p. 2), in the current version of Delegated Regulation (EU) 2021/1375 of 11 June 2021 (OJ 2021 L 297, p. 16).

GENERAL COURT

Judgment of the General Court of 29 June 2022 — Corneli v ECB

(Case T-501/19) ([1])

(Access to documents — Decision 2004/258/EC — Decision of the BCE to place Banca Carige under temporary administration — Refusal to grant access — Exception relating to the protection of the confidentiality of information that is protected as such under EU law — General presumption of confidentiality — Concept of confidential information — Obligation to state reasons)

(2022/C 311/10)

Language of the case: Italian

Parties

Applicant: Francesca Corneli (Velletri, Italy) (represented by: F. Ferraro, lawyer)

Defendant: European Central Bank (represented by: F. von Lindeiner, A. Riso and M. Van Hoecke, acting as Agents, and by D. Sarmiento Ramírez-Escudero, lawyer)

Re:

By her action under Article 263 TFEU, the applicant seeks annulment of European Central Bank (ECB) Decision LS/LDG/19/182 of 29 May 2019 refusing to grant access to its decision of 1 January 2019 placing Banca Carige SpA under temporary administration.

Operative part of the judgment

The Court:

1. Annuls the decision of the European Central Bank (ECB) of 29 May 2019 refusing to grant access to its decision of 1 January 2019 placing Banca Carige SpA under temporary administration;

2. Orders the ECB to pay the costs.

([1]) OJ C 312, 16.9.2019.

Judgment of the General Court of 22 June 2022 — Anglo Austrian AAB and Belegging-Maatschappij 'Far-East' v ECB

(Case T-797/19) ([1])

(Economic and monetary policy — Prudential supervision of credit institutions — Specific supervisory tasks assigned to the ECB — Decision to withdraw a credit institution's authorisation — Serious breach of the national provisions transposing Directive 2005/60/EC — Proportionality — Infringement of the national legislation on the governance of credit institutions — Rights of the defence — Manifest error of assessment — Right to effective judicial protection)

(2022/C 311/11)

Language of the case: German

Parties

Applicants: Anglo Austrian AAB AG, formerly Anglo Austrian AAB Bank AG (Vienna, Austria), Belegging-Maatschappij 'Far-East' BV (Velp, Netherlands) (represented by: M. Ketzer and O. Behrends, lawyers)

Defendant: European Central Bank (represented by: C. Hernández Saseta, E. Yoo and V. Hümpfner, acting as Agents)

Re:

By their action under Article 263 TFEU, the applicants seek annulment of Decision ECB-SSM-2019-AT 8 WHD-2019 0009 of the European Central Bank (ECB) of 14 November 2019, by which the ECB withdrew AAB Bank's authorisation to access the activities of a credit institution.

Operative part of the judgment

The Court:

1. Dismisses the action;

2. Orders Anglo Austrian AAB AG and Belegging-Maatschappij 'Far-East' BV to bear their own costs and to pay those incurred by the European Central Bank (ECB), including those of the application for interim measures.

(1) OJ C 10, 13.1.2020.

Judgment of the General Court of 29 June 2022 — Hochmann Marketing v EUIPO (bittorrent)

(Case T-337/20) (1)

(EU trade mark — Board of Appeal decision confirming the revocation of an earlier decision — Article 103(1) of Regulation (EU) 2017/1001 — Request for conversion into a national trade mark application — Ground precluding conversion — Non-use of the EU trade mark — Article 139(2)(a) of Regulation 2017/1001 — Right to be heard — Article 47 of the Charter of Fundamental Rights)

(2022/C 311/12)

Language of the case: German

Parties

Applicant: Hochmann Marketing GmbH (Neu-Isenburg, Germany) (represented by: J. Jennings, lawyer)

Defendant: European Union Intellectual Property Office (represented by: A. Söder and E. Markakis, acting as Agents)

Re:

By its action under Article 263 TFEU, the applicant seeks annulment of the decision of the Fourth Board of Appeal of the European Union Intellectual Property Office (EUIPO) of 30 March 2020 (Case R 187/2020-4).

Operative part of the judgment

The Court:

1. Dismisses the action;

2. Orders Hochmann Marketing GmbH to pay the costs.

(1) OJ C 255, 3.8.2020.

Judgment of the General Court of 22 June 2022 — Munich v EUIPO — Tone Watch (MUNICH10A.T.M.)

(Case T-502/20) ([1])

(EU trade mark — Invalidity proceedings — European Union word mark MUNICH10A.T.M. — Earlier EU and national figurative marks MUNICH — Relative grounds for refusal — Article 53(1)(a) of Regulation (EC) No 207/2009 (now Article 60(1)(a) of Regulation (EU) 2017/1001) — No likelihood of confusion — No similarity of the goods and services — No aesthetic complementarity — Article 8(1)(b) of Regulation No 207/2009 (now Article 8(1)(b) of Regulation 2017/1001) — No damage to reputation — Article 8(5) of Regulation No 207/2009 (now Article 8(5) of Regulation 2017/1001) — Rights of the defence)

(2022/C 311/13)

Language of the case: Spanish

Parties

Applicant: Munich, SL (La Torre de Claramunt, Spain) (represented by: M. del Mar Guix Vilanova, lawyer)

Defendant: European Union Intellectual Property Office (represented by: J. Crespo Carrillo, Acting as agent)

Other party to the proceedings before the Board of Appeal of EUIPO, intervener before the General Court: Tone Watch, SL (Madrid, Spain) (represented by: J. López Martínez, lawyer)

Re:

By its action under Article 263 TFEU, the applicant seeks annulment of the decision of the Fourth Board of Appeal of the European Union Intellectual Property Office (EUIPO) of 25 March 2020 (case R 2472/2018-4), relating to invalidity proceedings between the applicant and the intervener.

Operative part of the judgment

The Court:

1. Dismisses the action;

2. Orders Munich, SL to pay the costs.

([1]) OJ C 329, 5.10.2020.

Judgment of the General Court of 29 June 2022 — Leonine Distribution v Commission

(Case T-641/20) ([1])

(Culture — Creative Europe Programme (2014 to 2020) — MEDIA sub-programme — Call for Proposals EACEA/05/2018 — Decision of the EACEA rejecting the applicant's application on the ground of failure to comply with the eligibility conditions — Commission decision dismissing the administrative appeal relating to the EACEA's decision — Concept of 'European company' — Grant open only to applicants owned, directly or by majority participation, by nationals of EU Member States or by nationals of other European countries participating in the sub-programme — Errors of assessment — Failure to examine the documents annexed to the proposal — Proportionality)

(2022/C 311/14)

Language of the case: English

Parties

Applicant: Leonine Distribution GmbH (Munich, Germany) (represented by: J. Kreile, lawyer)

Defendant: European Commission (represented by: W. Farrell and A. Katsimerou, acting as Agents)

Intervener in support of the defendant: European Education and Culture Executive Agency (represented by: H. Monet, N. Sbrilli and V. Kasparian, acting as Agents)

Re:

By its action based on Article 263 TFEU, the applicant seeks annulment of Commission Implementing Decision C(2020) 5515 final of 10 August 2020 dismissing the administrative appeal brought under Article 22(1) of Council Regulation (EC) No 58/2003 of 19 December 2002 laying down the statute for executive agencies to be entrusted with certain tasks in the management of Community programmes (OJ 2003 L 11, p. 1) against the decision of the European Education and Culture Executive Agency (EACEA) of 12 May 2020 rejecting its application for a grant in the context of the call for proposals 'Support for the distribution of non-national films — Distribution Automatic Scheme' (EACEA/05/2018).

Operative part of the judgment

The Court:

1. Dismisses the action;

2. Orders Leonine Distribution GmbH to bear its own costs and to pay the costs incurred by the European Commission;

3. Orders the European Education and Culture Executive Agency (EACEA) to bear its own costs.

([1]) OJ C 19, 18.1.2021.

Judgment of the General Court of 29 June 2022 — Jose A. Alfonso Arpon v EUIPO — Puma (PLUMAflex by Roal)

(Case T-357/21) ([1])

(EU trade mark — Opposition proceedings — Application for the EU figurative mark PLUMAflex by Roal — Earlier EU figurative mark PUMA — Relative ground for refusal — Damage to reputation — Article 8(5) of Regulation (EU) 2017/1001)

(2022/C 311/15)

Language of the case: English

Parties

Applicant: Jose A. Alfonso Arpon SL (Arnedo, Spain) (represented by: C. Hernández, lawyer)

Defendant: European Union Intellectual Property Office (represented by: A. Söder and V. Ruzek, acting as Agents)

Other party to the proceedings before the Board of Appeal of EUIPO, intervener before the General Court: Puma SE (Herzogenaurach, Germany) (represented by: P. González-Bueno Catalán de Ocón, lawyer)

Re:

By its action under Article 263 TFEU, the applicant seeks annulment of the decision of the First Board of Appeal of the European Union Intellectual Property Office (EUIPO) of 6 April 2021 (Case R 2991/2019-1).

Operative part of the judgment

The Court:

1. Dismisses the action;

2. Orders Jose A. Alfonso Arpon SL to pay the costs.

([1]) OJ C 329, 16.8.2021.

Action brought on 31 May 2022 — NLVOW v Commission

(Case T-331/22)

(2022/C 311/16)

Language of the case: English

Parties

Applicant: Nederlandse Vereniging Omwonenden Windturbines (NLVOW) (Annerveenschekanaal, Netherlands) (represented by: G. Byrne, Barrister-at-law)

Defendant: European Commission

Form of order sought

The applicant claims that the Court should:

— annul the decision of the Commission notified to the applicant by way of letter dated 1 April 2022 deeming inadmissible the applicant's request for internal review dated 10 December 2021;

— further/or in the alternative, declare that the Commission has unlawfully failed to act when called upon to do so in accordance with the procedure specified in Article 265 TFEU by way of the applicant's letter dated 10 December 2021 and/or failed to define its position regarding the applicant's complaint therein;

— declare that, in circumstances wherein the Dutch NECP is non-compliant with the Aarhus Convention, it has been unlawfully assessed and/or adopted and/or published by the Commission, and is therefore in breach of EU and international law and/or is illegal;

— declare that the Commission failed in its positive obligations under EU and international law to take such measures as were necessary and appropriate in order to address and/or remedy the Dutch NECP's non-compliance with the Aarhus Convention;

— declare that the 'Governance Regulation' (Regulation (EU) 2018/1999 of the European Parliament and of the Council of 11 December 2018 on the Governance of the Energy Union and Climate Action), ([1]) does not give effect to the provisions of the Aarhus Convention, including Article 7 thereof, and as such is non-compliant with EU and international environmental law, and is therefore illegal;

— having regard to the NCEPs' and, in particular, the Dutch NECP's non-compliance with the Aarhus Convention, declare that the Commission's failure to fulfil its obligations pursuant to the Governance Regulation constitutes a breach of the said Regulation, a violation of the Convention and, moreover, constitutes an infringement of the Treaties;

— order the Commission to pay the applicant's costs.

Pleas in law and main arguments

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

1. First plea in law, alleging that the Commission's decision communicated to the applicant by way of letter dated 1 April 2022 should be annulled.

   — The applicant submitted a request to the Commission by way of letter dated 10 December 2021. In response to the applicant's said request letter, the Commission deemed the applicant's request inadmissible. It is submitted that the Commission's decision constitutes an administrative act as defined in the Aarhus Regulation (as amended). ([2]) The applicant contends that the Commission's decision in that regard is fundamentally flawed, amounts to a breach of EU and international environmental law, and constitutes an infringement of the Treaties. The applicant contends that the Commission is in breach of its positive obligations under the Treaties and international law, including Articles 3, 6 and 7 of the Convention on Access to information, Public Participation in Decision-Making and Access to Justice in Environmental Matters (the Aarhus Convention).

— The applicant further claims that the Commission's impugned decision has infringed secondary EU legislation including Articles 9 and 10 of the Aarhus Regulation (as amended). The applicant claims that the Commission's decision violates the applicant's right of access to justice in environmental matters under the Aarhus Convention and Aarhus Regulation (as amended). The applicant further contends that the Commission's administrative act as defined in the Aarhus Regulation as amended constitutes an infringement of the Treaties.

2. Second plea in law, alleging further, or in the alternative to the first plea, that the Commission has failed to act within the meaning of Article 265 TFEU in relation to the NECPs assessed, adopted and publicised by the Commission including, in particular, the Dutch NECP.

— In failing to act on foot of the applicant's request for internal review submitted in accordance with Article 265 TFEU, the Commission breached its positive obligations under the Treaties, including in particular Article 3 TEU and Article 191 TFEU. This infringement also reflects a flagrant breach of the international and European customary and treaty law, including Articles 3, 6 and 7 of the Aarhus Convention, Articles 9 and 10 of the Aarhus Regulation (as amended), and Decision VII/8f (as amended), adopted on 21 October 2021.

3. Third plea in law, alleging an objection of illegality pursuant to Article 277 TFEU in respect of the Commission's assessment and/or adoption and/or publication of the Dutch NECP, and the Commission's failure to ensure its compliance with the Aarhus Convention.

4. Fourth plea in law, alleging an objection of illegality pursuant to Article 277 TFEU in respect of the Governance Regulation. ([3])

([1]) Regulation (EU) 2018/1999 of the European Parliament and of the Council of 11 December 2018 on the Governance of the Energy Union and Climate Action, amending Regulations (EC) No 663/2009 and (EC) No 715/2009 of the European Parliament and of the Council, Directives 94/22/EC, 98/70/EC, 2009/31/EC, 2009/73/EC, 2010/31/EU, 2012/27/EU and 2013/30/EU of the European Parliament and of the Council, Council Directives 2009/119/EC and (EU) 2015/652 and repealing Regulation (EU) No 525/2013 of the European Parliament and of the Council (OJ 2018 L 328, p. 1).

([2]) Regulation (EC) No 1367/2006 of the European Parliament and of the Council of 6 September 2006 on the application of the provisions of the Aarhus Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters to Community institutions and bodies (OJ 2006 L 264, p. 13), as amended by Regulation (EU) 2021/1767 of the European Parliament and of the Council of 6 October 2021 (OJ 2021 L 356, p. 1).

([3]) See footnote 1 above for reference.

Action brought on 9 June 2022 — Stichting Nationaal Kritisch Platform Windenergie v Commission

(Case T-344/22)

(2022/C 311/17)

Language of the case: English

Parties

Applicant: Stichting Nationaal Kritisch Platform Windenergie (Schettens, Netherlands) (represented by: G. Byrne, Barrister-at-Law)

Defendant: European Commission

Form of order sought

The applicant claims that the Court should:

— Order the annulment of the Commission's decision rejecting as inadmissible the applicant's request to conduct an internal review, notified to the applicant by letter dated 1 April 2022, on grounds that it infringes the Treaties;

— Further/or in the alternative, declare that the Commission has unlawfully failed to act under Article 265 TFEU;

— Declare that, in circumstances wherein the Dutch NECP is non-compliant with the Aarhus Convention, it has been unlawfully assessed and/or adopted and/or published by the Commission, and is therefore in breach of EU and international law and/or is illegal;

— Declare that the Commission failed in its positive obligations under EU and international law to take such measures as were necessary and appropriate in order to address and/or remedy the Dutch NECP's non-compliance with the Aarhus Convention;

— Declare that Regulation (EU) 2018/1999 of the European Parliament and of the Council ([1]) does not give effect to the provisions of the Aarhus Convention, including Article 7 thereof, and as such is non-compliant with EU and international environmental law, and is therefore illegal;

— Having regard to the NCEPs' and, in particular, the Dutch NECP's non-compliance with the Aarhus Convention, declare that the Commission's failure to fulfil its obligations pursuant to Regulation (EU) 2018/1999 constitutes a breach of the said Regulation, a violation of the Convention and, moreover, constitutes an infringement of the Treaties;

— Order the Commission to pay the applicant's costs.

Pleas in law and main arguments

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

1. First plea in law, alleging that the Commission's decision communicated to the applicant by way of letter dated 1 April 2022 should be annulled as it constitutes an infringement of the Treaties and environmental law. In December 2021, the applicant submitted a request to the Commission asking it to conduct an internal review in respect of the matters set out therein concerning environmental law. In response to the applicant's request for internal review the Commission deemed the applicant's request inadmissible. The applicant contends that the Commission's decision in that regard is fundamentally flawed, amounts to a breach of EU and international environmental law, and constitutes an infringement of the Treaties. The applicant contends that the Commission is in breach of its positive and negative obligations under the Treaties and international law, including Articles 3, 6 and 7 of the Convention on Access to information, Public Participation in Decision-Making and Access to Justice in Environmental Matters (the Aarhus Convention). The applicant further claims that the Commission's impugned decision has infringed secondary EU legislation including, Articles 9 and 10 of Regulation (EC) No 1367/2006 of the European Parliament and of the Council ([2]), and/or its obligations under Regulation (EU) 2018/1999. The applicant further claims that the Commission's decision violates the applicant's right of access to justice under the Aarhus Convention and Aarhus Regulation (as amended).

2. Second plea in law, alleging that the Commission has failed to act within the meaning of Article 265 TFEU in relation to the NECPs assessed, adopted and published by the Commission including, in particular, the impugned Dutch NECP. In failing to act, the Commission is in breach of its obligations under the Treaties and international law, including Articles 3, 6 and 7 of the Aarhus Convention. The applicant further claims that the Commission's omission has infringed secondary EU legislation including, inter alia, Articles 9 and 10 of Regulation (EC) No 1367/2006 (as amended).

3. Third plea in law, alleging that the Commission's failure to ensure the Dutch NECP's full compliance with the Aarhus Convention means that the said NECP is, and has been at all material times, assessed, adopted and published in manifest breach of EU and international law and is therefore illegal. In that regard, the applicant further contends that the Commission's failure to adopt and/or take appropriate measures to address and remedy the foregoing constitutes an omission on the part of the Commission in breach of Article 265 TFEU.

4. Fourth plea in law, alleging Regulation (EU) 2018/1999 does not give effect to the provisions of the Aarhus Convention, including Article 7 thereof, and as such is non-compliant with EU and international environmental law. Further or in the alternative, the applicant contends that Regulation (EU) 2018/1999 infringes the Treaties. Accordingly, the applicant contends that Regulation (EU) 2018/1999 ought to be declared illegal.

(1) Regulation (EU) 2018/1999 of the European Parliament and of the Council of 11 December 2018 on the Governance of the Energy Union and Climate Action, amending Regulations (EC) No 663/2009 and (EC) No 715/2009 of the European Parliament and of the Council, Directives 94/22/EC, 98/70/EC, 2009/31/EC, 2009/73/EC, 2010/31/EU, 2012/27/EU and 2013/30/EU of the European Parliament and of the Council, Council Directives 2009/119/EC and (EU) 2015/652 and repealing Regulation (EU) No 525/2013 of the European Parliament and of the Council (OJ 2018 L 328, p. 1).

(2) Regulation (EC) No 1367/2006 of the European Parliament and of the Council, of 6 September 2006, on the application of the provisions of the Aarhus Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters to Community institutions and bodies (OJ 2006, L 264 p. 13).

Action brought on 3 June 2022 — Föreningen Svenskt Landskapsskydd v Commission

(Case T-346/22)

(2022/C 311/18)

Language of the case: English

Parties

Applicant: Föreningen Svenskt Landskapsskydd (Höganäs, Sweden) (represented by: G. Byrne, Barrister-at-Law)

Defendant: European Commission

Form of order sought

The applicant claims that the Court should:

— Order the annulment of the Commission's decision rejecting as inadmissible the applicant's request to conduct an internal review, notified to the applicant by letter dated 1 April 2022, on grounds that it infringes the Treaties;

— Further/or in the alternative, declare that the Commission has unlawfully failed to act under Article 265 TFEU;

— Declare that, in circumstances wherein the Swedish NECP is non-compliant with the Aarhus Convention, it has been unlawfully assessed and/or adopted and/or published by the Commission, and is therefore in breach of EU and international law and/or is illegal;

— Declare that the Commission failed in its positive obligations under EU and international law to take such measures as were necessary and appropriate in order to address and/or remedy the Swedish NECP's non-compliance with the Aarhus Convention;

— Declare that Regulation (EU) 2018/1999 of the European Parliament and of the Council (1) does not give effect to the provisions of the Aarhus Convention, including Article 7 thereof, and as such is non-compliant with EU and international environmental law, and is therefore illegal;

— Having regard to the NCEPs' and, in particular, the Swedish NECP's non-compliance with the Aarhus Convention, declare that the Commission's failure to fulfil its obligations pursuant to Regulation (EU) 2018/1999 constitutes a breach of the said Regulation, a violation of the Convention and, moreover, constitutes an infringement of the Treaties;

— Order the Commission to pay the applicant's costs.

Pleas in law and main arguments

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

1. First plea in law, alleging the Commission's decision communicated to the applicant by way of letter dated 1 April 2022 should be annulled. The applicant submitted a request to the Commission by way of letter dated 15 December 2021. In response to the applicant's request, by way of its aforesaid letter, the Commission deemed the applicant's response inadmissible. The applicant contends that the Commission's decision in that regard is fundamentally flawed, amounts to a breach of EU and international environmental law, and constitutes an infringement of the Treaties. The applicant contends that the Commission is in breach of its positive obligations under the Treaties and international law, including Articles 3, 6 and 7 of the Convention on Access to information, Public Participation in Decision-Making and Access to Justice in Environmental Matters (the Aarhus Convention). The applicant further claims that the Commission's impugned decision has infringed secondary EU legislation including Articles 9 and 10 of Regulation (EC) No 1367/2006 of the European Parliament and of the Council [2]. The applicant claims that the Commission's decision violates the applicant's right of access to justice under the Aarhus Convention and Regulation (EC) No 1367/2006 (as amended).

2. Second plea in law, alleging that the Commission has failed to act within the meaning of Article 265 TFEU in relation to the NECPs assessed, adopted and published by the Commission including, in particular, the impugned Swedish NECP. In failing to act, the Commission is in breach of its obligations under the Treaties and international law, including Articles 3, 6 and 7 of the Aarhus Convention. The applicant further claims that the Commission's omission has infringed secondary EU legislation including, inter alia, Articles 9 and 10 of Regulation (EC) No 1367/2006 (as amended).

3. Third plea in law, alleging that the Commission's failure to ensure the Swedish NECP's full compliance with the Aarhus Convention means that the said NECP is, and has been at all material times, assessed, adopted and published in manifest breach of EU and international law and is therefore illegal.

4. Fourth plea in law, alleging Regulation (EU) 2018/1999 does not give effect to the provisions of the Aarhus Convention, including Article 7 thereof and as such is non-compliant with EU and international environmental law. Further, or in the alternative, the applicant contends that Regulation (EU) 2018/1999 infringes the Treaties. Accordingly, the applicant contends that Regulation (EU) 2018/1999 ought to be declared illegal.

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[1] Regulation (EU) 2018/1999 of the European Parliament and of the Council of 11 December 2018 on the Governance of the Energy Union and Climate Action, amending Regulations (EC) No 663/2009 and (EC) No 715/2009 of the European Parliament and of the Council, Directives 94/22/EC, 98/70/EC, 2009/31/EC, 2009/73/EC, 2010/31/EU, 2012/27/EU and 2013/30/EU of the European Parliament and of the Council, Council Directives 2009/119/EC and (EU) 2015/652 and repealing Regulation (EU) No 525/2013 of the European Parliament and of the Council (OJ 2018 L 328, p. 1).

[2] Regulation (EC) No 1367/2006 of the European Parliament and of the Council, of 6 September 2006, on the application of the provisions of the Aarhus Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters to Community institutions and bodies (OJ 2006, L 264 p. 13).

Action brought on 17 June 2022 — Ryanair v Commission

(Case T-366/22)

(2022/C 311/19)

Language of the case: English

Parties

Applicant: Ryanair DAC (Swords, Ireland) (represented by: E. Vahida, S. Rating and I.-G. Metaxas-Maranghidis, lawyers)

Defendant: European Commission

Form of order sought

The applicant claims that the Court should:

— annul the European Commission's decision (EU) of 26 July 2021 on State aid SA. 56867 (2020/N, ex 2020/PN) — Germany — Compensation for the damage caused by the COVID-19 outbreak to Condor Flugdienst GmbH ([1]); and

— order the European Commission to pay the costs.

Pleas in law and main arguments

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

1. First plea in law, alleging that the Commission misapplied Article 107(2)(b) TFEU and committed manifest errors of assessment in its review of the proportionality of the aid to the damage caused by the COVID-19 pandemic.

2. Second plea in law, alleging that the Decision violates specific provisions of the TFEU and the general principles of European law that have underpinned the liberalisation of air transport in the EU since the late 1980s, i.e., non-discrimination, the free provision of services and free establishment, and Regulation 1008/2008 ([2]).

3. Third plea in law, alleging that the Commission failed to initiate a formal investigation procedure despite serious difficulties and violated the Applicant's procedural rights.

4. Fourth plea in law, alleging that the Commission violated its duty to state reasons.

([1]) OJ 2022, C/177, p. 1.
([2]) Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008, on common rules for the operation of air services in the Community (Recast), OJ 2008, L 293, p. 3.

Action brought on 29 June 2022 — Diesel v EUIPO — Lidl Stiftung (Joggjeans)

(Case T-378/22)

(2022/C 311/20)

Language in which the application was lodged: English

Parties

Applicant: Diesel SpA (Breganze, Italy) (represented by: F. Celluprica, F. Fischetti and F. De Bono, lawyers)

Defendant: European Union Intellectual Property Office (EUIPO)

Other party to the proceedings before the Board of Appeal: Lidl Stiftung & Co. KG (Neckarsulm, Germany)

Details of the proceedings before EUIPO

Proprietor of the trade mark at issue: Other party to the proceedings before the Board of Appeal

Trade mark at issue: International registration designating the European Union in respect of the word mark Joggjeans — International registration designating the European Union No 1 180 919

Procedure before EUIPO: Cancellation proceedings

Contested decision: Decision of the Second Board of Appeal of EUIPO of 5 April 2022 in Case R 1073/2021-2

Form of order sought

The applicant claims that the Court should:

— uphold in its entirety the application filed by Diesel SpA and annul the contested decision;

— order the intervener to pay the costs including all the costs of the earlier stages of these proceedings.

Plea in law

— Infringement of Article 60(1)(c) in conjunction with Article 8(4) of Regulation (EU) 2017/1001 of the European Parliament and of the Council.

Action brought on 29 June 2022 — Diesel v EUIPO — Lidl Stiftung (Joggjeans)

(Case T-379/22)

(2022/C 311/21)

Language in which the application was lodged: English

Parties

Applicant: Diesel SpA (Breganze, Italy) (represented by: F. Celluprica, F. Fischetti and F. De Bono, lawyers)

Defendant: European Union Intellectual Property Office (EUIPO)

Other party to the proceedings before the Board of Appeal: Lidl Stiftung & Co. KG (Neckarsulm, Germany)

Details of the proceedings before EUIPO

Proprietor of the trade mark at issue: Other party to the proceedings before the Board of Appeal

Trade mark at issue: European Union word mark Joggjeans — European Union trade mark No 18 187 200

Procedure before EUIPO: Cancellation proceedings

Contested decision: Decision of the Second Board of Appeal of EUIPO of 5 April 2022 in Case R 1074/2021-2

Form of order sought

The applicant claims that the Court should:

— uphold it its entirety the application filed by Diesel SpA and annul the contested decision;

— order the intervener to pay the costs, including all the costs of the earlier stages of these proceedings.

Plea in law

— Infringement of Article 60(1)(c) in conjunction with Article 8(4) of Regulation (EU) 2017/1001 of the European Parliament and of the Council.

Action brought on 2 July 2022 — Mndoiants v Council

(Case T-390/22)

(2022/C 311/22)

Language of the case: French

Parties

Applicant: Serguey Mndoiants (Moscow, Russia) (represented by: F. Bélot and P. Tkhor, lawyers)

Defendant: Council of the European Union

Form of order sought

The applicant claims that the General Court should:

— annul Council Decision (CFSP) 2022/582 ([1]) of 8 April 2022 in so far as it includes the name of the applicant in the list set out in Annex I to Council Decision (CFSP) 2014/145 of 17 March 2014;

— annul Council Implementing Regulation (EU) 2022/581 ([2]) of 8 April 2022 in so far as it includes the name of the applicant in the list set out in Annex I to Council Decision (CFSP) 2014/269 of 17 March 2014;

— order the Council to pay the costs.

Pleas in law and main arguments

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

1. First plea in law, alleging infringement of the right to effective judicial protection and the obligation to state reasons. The applicant claims that the information provided by the Council does not enable him to defend himself, in that, first, the information provided by the Council cannot constitute justification for the restrictive measures at issue given the insufficient nature of that information and, second, the Council has failed to set out individual, specific and concrete reasons such as to give the applicant sufficient information on the merits of the act.

2. Second plea in law, alleging manifest error of assessment, in that, first, the evidence relied on by the Council in order to include the applicant on the list is materially incorrect in its entirety and, second, the Council has failed to establish either that the applicant is a prominent business person that he is influential, or that he is active in economic sectors that provide a substantial source of revenue to the government of the Russian Federation.

3. Third plea in law, alleging breach of the principles of proportionality and equal treatment. The applicant takes the view that the sanctions imposed on him are discriminatory with regard to him, and disproportionate to the objectives pursued by those measures.

4. Fourth plea in law, alleging infringement of fundamental individual rights, including the right to property and the right to respect for private and family life, home and communications. By including the applicant on the list, the Council acted in disregard of the principle of proportionality.

([1]) Council Decision (CFSP) 2022/582 of 8 April 2022 amending Decision 2014/145/CFSP concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (OJ 2022 L 110, p. 55).

([2]) Council Implementing Regulation (EU) 2022/581 of 8 April 2022 implementing Regulation (EU) No 269/2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (OJ 2022 L 110, p. 3).

Action brought on 4 July 2022 — Société générale and Others v SRB

(Case T-391/22)

(2022/C 311/23)

Language of the case: French

Parties

Applicants: Société générale (Paris, France), Crédit du Nord (Lille, France), SG Option Europe (Puteaux, France) (represented by: A. Gosset-Grainville, M. Trabucchi and M. Dalon, lawyers)

Defendant: Single Resolution Board (SRB)

Form of order sought

The applicants claim that the Court should:

— pursuant to Article 263 TFEU, annul Decision SRB/ES/2022/18 of 11 April 2022 on the calculation of 2022 ex-ante contributions to the SRF in so far as it concerns the applicants;

— pursuant to Article 277 TFEU, declare the following provisions of the SRM Regulation, ([1]) the Implementing Regulation ([2]) and the Delegated Regulation ([3]) inapplicable:

  — Articles 69(1), 69(2), 70(1) and 70(2)(a) and (b) of the SRM Regulation;

  — Articles 4(2),5,6,7 and 20 of the Delegated Regulation, and Annex I thereto;

  — Article 4 of the Implementing Regulation;

— order the defendant to pay all the costs.

Pleas in law and main arguments

In support of the action, the applicants rely on eight pleas in law.

1. First plea in law, alleging infringement of the principle of equal treatment in that the methods of calculation of ex-ante contributions to the Single Resolution Fund (SRF) laid down in the SRM Regulation and the Delegated Regulation do not reflect the actual size or the actual risk of the institutions.

2. Second plea in law, alleging infringement of the principle of proportionality in that the mechanism of ex-ante contributions to the SRF laid down in the SRM Regulation and the Delegated Regulation is based on an assessment that artificially exacerbates the risk profile of large French institutions and therefore leads to disproportionately high contributions.

3. Third plea in law, alleging infringement of the principle of legal certainty since the calculation of the amount of the ex-ante contributions fixed by the SRM Regulation, the Delegated Regulation and the Implementing Regulation, first, cannot be predicted with clarity sufficiently early and, second, does not depend so much on the inherent situation and risk profile of the institution but rather on its relative situation compared to the other contributing institutions. Lastly, the applicants consider that, in accordance with Article 290 TFEU, the Commission should not have had responsibility for determining risk indicators in the context of the Delegated Regulation, since those criteria have an extremely fundamental and decisive function in setting the amounts of the contribution.

4. Fourth plea in law, alleging infringement of the principle of good administration in that not all of the risk indicators were duly taken into account by the contested decision.

5. Fifth plea in law, alleging an error of law as regards the setting of an adjustment coefficient. The applicants allege an error of law in that the SRB, which relied on an erroneous interpretation of several provisions of the SRB Regulation, set an adjustment coefficient that was manifestly too high.

6. Sixth plea in law, alleging infringement of the obligation to state reasons as regards the restriction on the use of irrevocable payment commitments, on the ground that the contested decision does not show in a clear and detailed way why there is any need for, first, setting a ceiling on the use of irrevocable payment commitments ('IPCs') at 15 % and, second, accepting as collateral only cash.

7. Seventh plea in law, alleging a manifest error of assessment. The applicants claim in that regard that the pro-cyclicality and liquidity risks relied on by the SRB in order to limit the use of IPCs are unfounded, particularly in the light of the specific characteristics of the IPCs and the context of their use.

8. Eighth plea in law, alleging an error in law. The applicants claim that the SRB, first, relies on a misinterpretation of the provisions allowing the use of IPCs in imposing an identical measure on all the institutions on the basis of an abstract analysis and, second, negates the effectiveness of those provisions in so far as the proportion of IPCs is consistently and without sufficient justification limited to the statutory minimum.

(1) Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (OJ 2014 L 255, p. 1).
(2) Council Implementing Regulation (EU) 2015/81 of 19 December 2014 specifying uniform conditions of application of Regulation No 806/2014 with regard to ex ante contributions to the Single Resolution Fund (OJ 2015 L 15, p. 1).
(3) Commission Delegated Regulation (EU) 2015/63 of 21 October 2014 supplementing Directive 2014/59/EU with regard to ex ante contributions to resolution financing arrangements (OJ 2015 L 11, p. 44).

Action brought on 4 July 2022 — Confédération nationale du Crédit mutuel and Others v SRB

(Case T-392/22)

(2022/C 311/24)

Language of the case: French

Parties

Applicants: Confédération nationale du Crédit Mutuel (Paris, France) and the 25 other applicants (represented by: A. Gosset-Grainville, M. Trabucchi and M. Dalon, lawyers)

Defendant: Single Resolution Board (SRB)

Form of order sought

The applicants claim that the Court should:

— pursuant to Article 263 TFEU, annul Decision SRB/ES/2022/18 of 11 April 2022 on the calculation of 2022 ex-ante contributions to the SRF in so far as it concerns the applicants;

— pursuant to Article 277 TFEU, declare the following provisions of the SRM Regulation, (1) the Implementing Regulation (2) and the Delegated Regulation (3) inapplicable:

  — Articles 69(1), 69(2), 70(1) and 70(2)(a) and (b) of the SRM Regulation;

  — Articles 4(2), 5,6, 7 and 20 of the Delegated Regulation, and Annex I thereto;

  — Article 4 of the Implementing Regulation;

— order the defendant to pay all the costs.

Pleas in law and main arguments

In support of the action, the applicants rely on eight pleas in law which are, in essence, identical or similar to those raised in Case T-391/22, *Société générale and Others* v *SRB*.

(1) Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (OJ 2014 L 255, p. 1).
(2) Council Implementing Regulation (EU) 2015/81 of 19 December 2014 specifying uniform conditions of application of Regulation No 806/2014 with regard to ex ante contributions to the Single Resolution Fund (OJ 2015 L 15, p. 1).
(3) Commission Delegated Regulation (EU) 2015/63 of 21 October 2014 supplementing Directive 2014/59 with regard to ex ante contributions to resolution financing arrangements (OJ 2015 L 11, p. 44).

Action brought on 4 July 2022 — BPCE and Others v SRB

(Case T-393/22)

(2022/C 311/25)

Language of the case: French

Parties

Applicants: BPCE (Paris, France) and the 45 other applicants (represented by: A. Gosset-Grainville, M. Trabucchi and M. Dalon, lawyers)

Defendant: Single Resolution Board (SRB)

Form of order sought

The applicants claim that the Court should:

— pursuant to Article 263 TFEU, annul Decision SRB/ES/2022/18 of 11 April 2022 on the calculation of 2022 ex-ante contributions to the SRF in so far as it concerns the applicants;

— pursuant to Article 277 TFEU, declare the following provisions of the SRM Regulation, [1] the Implementing Regulation [2] and the Delegated Regulation [3] inapplicable:

  — Articles 69(1), 69(2), 70(1) and 70(2)(a) and (b) of the SRM Regulation;

  — Articles 4(2), 5,6, 7 and 20 of the Delegated Regulation, and Annex I thereto;

  — Article 4 of the Implementing Regulation;

— order the defendant to pay all the costs.

Pleas in law and main arguments

In support of the action, the applicants rely on eight pleas in law which are, in essence, identical or similar to those raised in Case T-391/22, *Société générale and Others* v *SRB*.

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[1] Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (OJ 2014 L 255, p. 1).

[2] Council Implementing Regulation (EU) 2015/81 of 19 December 2014 specifying uniform conditions of application of Regulation No 806/2014 with regard to ex ante contributions to the Single Resolution Fund (OJ 2015 L 15, p. 1).

[3] Commission Delegated Regulation (EU) 2015/63 of 21 October 2014 supplementing Directive 2014/59 with regard to ex ante contributions to resolution financing arrangements (OJ 2015 L 11, p. 44).

Action brought on 4 July 2022 — Banque postale v SRB

(Case T-394/22)

(2022/C 311/26)

Language of the case: French

Parties

Applicant: La Banque postale (Paris, France) (represented by: A. Gosset-Grainville, M. Trabucchi and M. Dalon, lawyers)

Defendant: Single Resolution Board (SRB)

Form of order sought

The applicant claims that the Court should:

— pursuant to Article 263 TFEU, annul Decision SRB/ES/2022/18 of 11 April 2022 on the calculation of 2022 ex-ante contributions to the SRF in so far as it concerns the applicant;

— pursuant to Article 277 TFEU, declare the following provisions of the SRM Regulation, [1] the Implementing Regulation [2] and the Delegated Regulation [3] inapplicable:

  — Articles 69(1), 69(2), 70(1) and 70(2)(a) and (b) of the SRM Regulation;

  — Articles 4(2), 5,6, 7 and 20 of the Delegated Regulation, and Annex I thereto;

  — Article 4 of the Implementing Regulation;

— order the defendant to pay all the costs.

Pleas in law and main arguments

In support of the action, the applicant relies on eight pleas in law which are, in essence, identical or similar to those raised in Case T-391/22, *Société générale and Others* v *SRB*.

[1] Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (OJ 2014 L 255, p. 1).

[2] Council Implementing Regulation (EU) 2015/81 of 19 December 2014 specifying uniform conditions of application of Regulation No 806/2014 with regard to ex ante contributions to the Single Resolution Fund (OJ 2015 L 15, p. 1).

[3] Commission Delegated Regulation (EU) 2015/63 of 21 October 2014 supplementing Directive 2014/59 with regard to ex ante contributions to resolution financing arrangements (OJ 2015 L 11, p. 44).

Action brought on 4 July 2022 — Crédit agricole and Others v SRB

(Case T-410/22)

(2022/C 311/27)

Language of the case: French

Parties

Applicants: Crédit agricole SA (Montrouge, France) and the 48 other applicants (represented by: A. Gosset-Grainville, M. Trabucchi and M. Dalon, lawyers)

Defendant: Single Resolution Board (SRB)

Form of order sought

The applicants claim that the Court should:

— pursuant to Article 263 TFEU, annul Decision SRB/ES/2022/18 of 11 April 2022 on the calculation of 2022 ex-ante contributions to the SRF in so far as it concerns the applicants;

— pursuant to Article 277 TFEU, declare the following provisions of the SRM Regulation, [1] the Implementing Regulation [2] and the Delegated Regulation [3] inapplicable:

  — Articles 69(1), 69(2), 70(1) and 70(2)(a) and (b) of the SRM Regulation;

— Articles 4(2), 5,6, 7 and 20 of the Delegated Regulation, and Annex I thereto;

— Article 4 of the Implementing Regulation;

— order the defendant to pay all the costs.

Pleas in law and main arguments

In support of the action, the applicants rely on eight pleas in law which are, in essence, identical or similar to those raised in Case T-391/22, *Société générale and Others* v *SRB*.

(1) Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (OJ 2014 L 255, p. 1).

(2) Council Implementing Regulation (EU) 2015/81 of 19 December 2014 specifying uniform conditions of application of Regulation No 806/2014 with regard to ex ante contributions to the Single Resolution Fund (OJ 2015 L 15, p. 1).

(3) Commission Delegated Regulation (EU) 2015/63 of 21 October 2014 supplementing Directive 2014/59 with regard to ex ante contributions to resolution financing arrangements (OJ 2015 L 11, p. 44).

Action brought on 5 July 2022 — Dexia Crédit Local v SRB

(Case T-411/22)

(2022/C 311/28)

Language of the case: French

Parties

Applicant: Dexia Crédit Local (Paris, France) (represented by: H. Gilliams and J.-M. Gollier, lawyers)

Defendant: Single Resolution Board (SRB)

Form of order sought

The applicant claims that the Court should:

— annul the decision of the Single Resolution Board of 11 April 2022 on the calculation of the 2022 ex-ante contributions to the Single Resolution Fund, reference SRB/ES/2022/18;

— order the Single Resolution Board to pay the costs of proceedings.

Pleas in law and main arguments

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

1. First plea in law, alleging that the contested decision infringes Article 69(2) of Regulation No 806/2014 (1) in so far as it sets the target level for 2022 at one-eighth of 1,6 % of covered deposits in the Member States participating in the SRF.

2. Second plea in law, alleging that Delegated Regulation 2015/63 (2) is unlawful:

   — on the ground that it infringes the principle of proportionality in so far as the calculation of the ex-ante contributions to the SRF, first, is not consistent with the objectives pursued by Regulation No 806/2014, second, does not take into account the fact that the applicant is a credit institution in run-off management which is covered by a State guarantee and in respect of which the SRF will theoretically never be called upon and, third, makes its orderly resolution more expensive;

   — on the ground that it infringes the principle of equal treatment in so far as it treats institutions in run-off management under State guarantee and operative institutions in the same way.

3. Third plea in law, alleging, in the alternative, that the SRB infringed the principles of proportionality and equal treatment for the same reasons as those stated in the second plea in law, in so far as the SRB failed to respect those principles by applying to the applicant, without any adjustment, the provisions of Delegated Regulation 2015/63.

4. Fourth plea in law, alleging lack of legal basis for Articles 5, 69 and 70 of Regulation No 806/2014 in so far as they were adopted on the basis of Article 114 TFEU even though they do not concern approximation of laws.

5. Fifth plea in law, alleging lack of legal basis for Articles 5, 69 and 70 of Regulation No 806/2014 in so far as they were adopted on the basis of Article 114 TFEU despite the fact that they are fiscal provisions.

(1) Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (OJ 2014 L 255, p. 1).

(2) Commission Delegated Regulation (EU) 2015/63 of 21 October 2014 supplementing Directive 2014/59 with regard to ex ante contributions to resolution financing arrangements (OJ 2015 L 11, p. 44).

Action brought on 7 July 2022 — BNP Paribas v SRB

(Case T-420/22)

(2022/C 311/29)

Language of the case: French

Parties

Applicant: BNP Paribas (Paris, France) (represented by: A. Gosset-Grainville, M. Trabucchi and M. Dalon, lawyers)

Defendant: Single Resolution Board (SRB)

Form of order sought

The applicant claims that the Court should:

— pursuant to Article 263 TFEU, annul Decision SRB/ES/2022/18 of 11 April 2022 on the calculation of 2022 ex-ante contributions to the SRF in so far as it concerns the applicant;

— pursuant to Article 277 TFEU, declare the following provisions of the SRM Regulation, (1) the Implementing Regulation (2) and the Delegated Regulation (3) inapplicable:

  — Articles 69(1), 69(2), 70(1) and 70(2)(a) and (b) of the SRM Regulation;

  — Articles 4(2), 5,6, 7 and 20 of the Delegated Regulation, and Annex I thereto;

  — Article 4 of the Implementing Regulation;

— order the defendant to pay all the costs.

Pleas in law and main arguments

In support of the action, the applicant relies on eight pleas in law which are, in essence, identical or similar to those raised in Case T-391/22, *Société générale and Others* v *SRB*.

(1) Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (OJ 2014 L 255, p. 1).

(2) Council Implementing Regulation (EU) 2015/81 of 19 December 2014 specifying uniform conditions of application of Regulation No 806/2014 with regard to ex ante contributions to the Single Resolution Fund (OJ 2015 L 15, p. 1).

(3) Commission Delegated Regulation (EU) 2015/63 of 21 October 2014 supplementing Directive 2014/59 with regard to ex ante contributions to resolution financing arrangements (OJ 2015 L 11, p. 44).

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