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Information and Notices

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(2017/C 369/01)

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(Announcements)

COURT PROCEEDINGS

COURT OF JUSTICE

Request for an opinion submitted by the Kingdom of Belgium pursuant to Article 218(11) TFEU

(Opinion 1/17)

(2017/C 369/02)

Language of the case: all the official languages

Applicant

Kingdom of Belgium (represented by: C. Pochet, L. Van den Broeck and M. Jacobs, agents, Agents)

Question submitted to the Court

Is Chapter Eight ('Investments'), Section F ('Resolution of investment disputes between investors and states') of the Comprehensive Economic and Trade Agreement between Canada, of the one part, and the European Union and its Member States, of the other part, signed in Brussels on 30 October 2016, compatible with the Treaties, including with fundamental rights?

Appeal brought on 26 April 2017 by Natural Instinct Ltd against the judgment of the General Court (Fifth Chamber) delivered on 15 February 2017 in Case T-30/16: M. I. Industries v EUIPO — Natural Instinct

(Case C-218/17 P)

(2017/C 369/03)

Language of the case: English

Parties

Appellant: Natural Instinct Ltd (represented by: C. Spintig, Rechtsanwalt, S. Pietzcker, Rechtsanwalt, B. Brandreth, Barrister)

Other parties to the proceedings: European Union Intellectual Property Office, M. I. Industries, Inc.

By order of 7 September 2017 the Court of Justice (Sixth Chamber) held that the appeal was inadmissible.

Appeal brought on 25 July 2017 by the European Union, represented by the Court of Justice of the European Union, against the judgment of the General Court (Third Chamber, Extended Composition) delivered on 7 June 2017 in Case T-673/15: Guardian Europe v European Union

(Case C-447/17 P)

(2017/C 369/04)

Language of the case: English

Parties

Appellant: European Union, represented by the Court of Justice of the European Union (represented by: J. Inghelram and K. Sawyer, Agents)

Other parties to the proceedings: Guardian Europe Sàrl; European Union, represented by the European Commission

Form of order sought

The appellant claims that the Court should:

— Annul paragraph (1) of the operative part of the judgment under appeal;

— Dismiss as unfounded Guardian Europe's claim, made at first instance, seeking to obtain a sum of EUR 936 000 in respect of bank guarantee costs in compensation for damage that it allegedly suffered because of an infringement of the obligation to adjudicate within a reasonable time in Case T-82/08; or, and purely in the alternative, reduce that compensation to an amount of EUR 299 251,64, together with compensatory interest calculated having regard to the fact that that amount is composed of different amounts that became due at different points in time;

— Order Guardian Europe to pay the costs.

Pleas in law and main arguments

In support of its appeal, the appellant raises four grounds.

1) The first ground alleges that there was an error of law in the interpretation of the rules applicable as regards limitation where there is a continuous loss, in that the General Court considered that alleged material damage consisting of the payment of bank guarantee costs that materialised more than five years before the action for damages was lodged was not time-barred.

2) The second ground alleges that there was an error of law in the interpretation of the notion of a causal link, in that the General Court held that the infringement of the obligation to adjudicate within a reasonable time was the determining cause of the alleged material damage consisting of the payment of bank guarantee costs, whereas, under a settled line of case-law, an undertaking's own decision not to pay a fine during proceedings before the European Union courts constitutes the determining cause of the payment of such costs.

3) The third ground alleges that there was an error of law in the determination of the period during which the alleged material damage occurred and a failure to state reasons in that the General Court held, without setting out the reasons, that the period during which the alleged material damage consisting of the payment of bank guarantee costs occurred could be different from the period during which it had situated the existence of the unlawful conduct that allegedly caused that damage.

4) The fourth ground alleges that there was an error of law due to overcompensation in the award of compensatory interest, in that the General Court awarded the applicant compensatory interest on an amount from a date on which that amount was not yet owed by it.

Appeal brought on 8 August 2017 by Guardian Europe Sàrl against the judgment of the General Court (Third Chamber, Extended Composition) delivered on 7 June 2017 in Case T-673/15: Guardian Europe v European Union

(Case C-479/17 P)

(2017/C 369/05)

Language of the case: English

Parties

Appellant: Guardian Europe Sàrl (represented by: C. O'Daly, Solicitor, F. Louis, avocat)

Other parties to the proceedings: European Union, represented by (1) the Court of Justice of the European Union and (2) the European Commission

Form of order sought

The appellant claims that the Court should:

1) set aside the judgment in so far as point 3 of the operative part rejected part of Guardian Europe's claim for damages based on Article 268 and Article 340, second paragraph, of the Treaty on the Functioning of the European Union;

2) determine that the Court itself can adjudicate on the merits of the appellant's claims for damages and accordingly

   a) order the EU, represented by the Court of Justice of the European Union, to compensate Guardian Europe for the damages caused as a result of the General Court's failure to rule within a reasonable time, in accordance with Article 47 of the Charter of Fundamental Rights of the European Union and Article 6(1) of the European Convention on Human Rights and Fundamental Freedoms, namely the following amounts: (i) opportunity costs/loss of profit of € 1 388 000; (ii) additional guarantee costs of € 143 675,78; and (iii) non-pecuniary losses expressed as an appropriate percentage of the fine imposed on Guardian in the decision;

   b) order the EU, represented by the Commission and the Court of Justice of the European Union, to compensate Guardian for damages caused because of the Commission and the General Court's infringement of the principle of equal treatment, namely the following amounts: (i) opportunity costs/loss of profit of € 7 712 000; and (ii) nonpecuniary losses expressed as an appropriate percentage of the fine imposed on Guardian in the Decision;

   c) award compensatory interest on the amounts in (a) (starting from 27 July 2010 up to the date of this Court's judgment on this appeal) and (b) (starting from 19 November 2010 up to the date of this Court's judgment on this appeal), at the annual rate of inflation determined, for the period in question, by Eurostat in the Member State (Luxembourg) where Guardian Europe is established;

   d) award default interest on the amounts in (a) and (b), starting from the date of this Court's judgment on this appeal until full payment, at the rate set by the European Central Bank (ECB) for its main refinancing operations, increased by two percentage points;

3) in so far as relevant, as an alternative to any of (2)(a) to (d), refer the case back to the General Court for a ruling on the merits of the action; and

4) order the defendants to pay the appellant's costs relating to this appeal and before the General Court.

Pleas in law and main arguments

1) In its judgment the General Court violated Article 268 and Article 340, second paragraph, of the TFEU and failed to apply the concept of 'undertaking' in EU law when it concluded that Guardian Europe did not suffer any loss of profits because of the General Court's failure to rule within a reasonable time in Case T-82/08, Guardian Industries Corp. and Guardian Europe Sàrl v Commission;

2) In its judgment the General Court violated Article 268 and Article 340, second paragraph, of the TFEU, failed to apply the concept of 'undertaking' in EU law and reached substantively inaccurate findings, this inaccuracy being apparent from the documents submitted to the General Court, when it held that Guardian Europe only incurred 82 % of the losses related to the guarantee costs payable during the period of the General Court's unreasonable delay in Case T-82/08, Guardian Industries Corp. and Guardian Europe Sàrl v Commission;

3) In its judgment the General Court violated Article 268 and Article 340, second paragraph, of the TFEU when it concluded that Guardian Europe did not suffer non-material damage because of the failure to rule within a reasonable time in Case T-82/08, Guardian Industries Corp. and Guardian Europe Sàrl v Commission;

4) In its judgment the General Court violated Article 268 and Article 340, second paragraph, of the TFEU and failed to apply the concept of 'undertaking' in EU law when it ruled that the breach of the principle of equal treatment in Commission Decision No C(2007) 5791 final ([1]) — Flat glass, and in the General Court judgment in Case T-82/08, Guardian Industries Corp. and Guardian Europe Sàrl v Commission, did not cause Guardian Europe loss of profits;

5) In its judgment the General Court violated Article 268 and Article 340, second paragraph, of the TFEU when it ruled that the breach of the principle of equal treatment in Commission Decision No C(2007) 5791 final — Flat glass and in the General Court judgment in Case T-82/08, Guardian Industries Corp. and Guardian Europe Sàrl v Commission, did not cause Guardian Europe non-material losses; and

6) In its judgment the General Court violated Article 268 and Article 340 second paragraph of the TFEU when it held that only a judgment by a court of last instance — and not therefore the General Court — can trigger liability for damages for breach of EU law.

([1]) Commission Decision C(2007) 5791 final of 28 November 2007 relating to a proceeding under Article 81 [EC] and Article 53 of the EEA Agreement (Case COMP/39165 — Flat glass).

Request for a preliminary ruling from the Administrativen sad Veliko Tarnovo (Bulgaria) lodged on 9 August 2017 — Nikolay Yanchev v Direktor na direktsia 'Obzhalvane i danachno-osiguritelna praktika' — Veliko Tarnovo pri Tsentralno upravlenie na Natsionalnata agentsia za prihodite

(Case C-481/17)

(2017/C 369/06)

Language of the case: Bulgarian

Referring court

Administrativen sad Veliko Tarnovo

Parties to the main proceedings

Applicant: Nikolay Yanchev

Defendant: Direktor na direktsia 'Obzhalvane i danachno-osiguritelna praktika' — Veliko Tarnovo pri Tsentralno upravlenie na Natsionalnata agentsia za prihodite

Questions referred

1. Is paragraph 16 of Decision C(2011) 863 final of the European Commission of 11 February 2011, adopted pursuant to Article 108(3) TFEU, declaring State aid No 546/2010 of the Republic of Bulgaria for investment in agricultural holdings in the form of corporate tax relief to be compatible with Article 107(3) TFEU to be interpreted as meaning that, in the light of the Commission's powers, on the one hand, and of the principles of procedural autonomy and legal certainty, on the other, it is permissible to apply a national rule under which the period laid down in that paragraph for reviewing whether the conditions governing the State aid granted have been met is to be construed only as being indicative and not as being an exclusionary period?

2. Are paragraphs 7, 8, 14 and 45 of the Commission Decision, taken together and construed teleologically and in the light of the principle of proportionality, to be interpreted as meaning that the lawful receipt/lawful claiming of the aid may be made dependent only on compliance with the national provisions concerning aid implementation specifically mentioned in that Commission Decision, or is it permissible also to require compliance with further conditions under national law which do not pursue the objectives served by the granting of the State aid?

Request for a preliminary ruling from the Tribunalul Prahova (Romania) lodged on 14 August 2017 — Cartrans Spedition Srl v Direcția Generală Regională a Finanțelor Publice Ploiești — Administrația Județeană a Finanțelor Publice Prahova, Direcția Regională a Finanțelor Publice București — Administrația Fiscală pentru Contribuabili Mijlocii

(Case C-495/17)

(2017/C 369/07)

Language of the case: Romanian

Referring court

Tribunalul Prahova

Parties to the main proceedings

Applicant: Cartrans Spedition SRL

Defendants: Direcția Generală Regională a Finanțelor Publice Ploiești — Administrația Județeană a Finanțelor Publice Prahova, Direcția Regională a Finanțelor Publice București — Administrația Fiscală pentru Contribuabili Mijlocii

Questions referred

1. For the purposes of the VAT exemption for transport operations and services relating to the export of goods, in accordance with Council Directive 2006/112/EC ([1]) of 28 November 2006 on the common system of value added tax, does a TIR carnet certified by the customs authorities of the country of destination constitute a document which proves that the goods transported were indeed exported, taking into account the procedure for such a customs transit document laid down in the Transit Manual (TIR procedure) No TAXUD/1873/2007 by the Customs Code Committee — Transit section, Directorate-General Taxation and Customs Union of the European Commission?

2. Does Article 153 of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax preclude a tax practice which requires a taxpayer to prove that goods transported were exported exclusively by means of a customs export declaration, with the result that the right to deduct VAT for transport services in respect of goods exported will be refused in the absence of that declaration, even if a TIR carnet certified by the customs authorities of the country of destination exists?

([1]) OJ 2006 L 347, p. 1.

GENERAL COURT

Judgment of the General Court of 18 September 2017 — Uganda Commercial Impex v Council

(Cases T-107/15 and T-347/15) ([1])

(Common foreign and security policy — Restrictive measures taken against the Democratic Republic of the Congo — Freezing of funds — List of the persons, entities and bodies acting in breach of the embargo with regard to the Democratic Republic of the Congo — Maintenance of the applicant's name on the list)

(2017/C 369/08)

Language of the case: English

Parties

Applicant: Uganda Commercial Impex Ltd (Kampala, Uganda) (represented, in Case T-107/15, by S. Zaiwalla, P. Reddy, Z. Burbeza, A. Meskarian, K. Mittal, Solicitors, and R. Blakeley, Barrister, and, in Case T-347/15, by S. Zaiwalla, P. Reddy, A. Meskarian, K. Mittal and R. Blakeley)

Defendant: Council of the European Union (represented, in Case T-107/15, initially by B. Driessen and E. Dumitriu-Segnana, and subsequently by B. Driessen and M. Veiga, Agents, and, in Case T-347/15, by B. Driessen, E. Dumitriu-Segnana and M. Veiga)

Re:

Application, in Case T-107/15, on the basis of Article 263 TFEU, for annulment of Council Implementing Decision 2014/862/CFSP of 1 December 2014 implementing Decision 2010/788/CFSP concerning restrictive measures against the Democratic Republic of the Congo (OJ 2014 L 346, p. 36) and of Council Implementing Regulation (EU) No 1275/2014 of 1 December 2014 implementing Article 9(1) and (4) of Regulation (EC) No 1183/2005 imposing certain specific restrictive measures directed against persons acting in violation of the arms embargo with regard to the Democratic Republic of the Congo (OJ 2014 L 346, p. 3), and, in so far as necessary, for a declaration that Article 9(1) of Council Regulation (EC) No 1183/2005 of 18 July 2005 imposing certain specific restrictive measures directed against persons acting in violation of the arms embargo with regard to the Democratic Republic of the Congo (OJ 2005 L 193, p. 1) is not applicable to the applicant and, in Case T-347/15, an application on the basis of Article 263 TFEU for annulment of Council Decision (CFSP) 2015/620 of 20 April 2015 amending Decision 2010/788/CFSP concerning restrictive measures against the Democratic Republic of the Congo (OJ 2015 L 102, p. 43) and of Council Implementing Regulation (EU) 2015/614 of 20 April 2015, implementing Article 9(4) of Regulation No 1183/2005 (OJ 2015 L 102, p. 10), and, in so far as necessary, for a declaration that Article 9(1) of Regulation No 1183/2005 is not applicable to the applicant.

Operative part of the judgment

The Court:

1. *Joins Cases T-107/15 and T-347/15 for the purposes of the judgment;*

2. *Dismisses the actions;*

3. *Orders Uganda Commercial Impex Ltd to pay the costs.*

([1]) OJ C 171, 26.5.2015.

Judgment of the General Court of 19 September 2017 — Greece v Commission

(Case T-327/15) ([1])

(EAGGF — Guidance Section — Reduction of financial assistance — Operational programme — Legal basis — Transitional provisions — Application of financial corrections after the programming period concerned — Infringement of essential procedural requirements — Failure to comply with the time-limit for adopting a decision — Rights of the defence — Right to be heard — Legal certainty — Legitimate expectations — Ne bis in idem — Proportionality)

(2017/C 369/09)

Language of the case: Greek

Parties

Applicant: Hellenic Republic (represented by: G. Kanellopoulos, O. Tsirkinidou and A. Vasilopoulou, acting as Agents)

Defendant: European Commission (represented by: J. Aquilina and D. Triantafyllou, acting as Agents)

Re:

Application based on Article 263 TFEU seeking the annulment of Commission Implementing Decision C(2015) 1936 final of 25 March 2015 on applying financial correction on the EAGGF Guidance Section of the Operational Programme CCI No 2000GR061PO021 (GREECE — Objective 1 — Rural Reconstruction).

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders the Hellenic Republic to pay the costs.*

([1]) OJ C 279, 24.8.2015.

Judgment of the General Court of 14 September 2017 — Università del Salento v Commission

(Case T-393/15) ([1])

(Arbitration clause — General Programme 'Fundamental Rights and Justice' — Specific programme 'Criminal Justice' — Recovery of sums paid by the Commission under a grant agreement — Set-off of amounts owed — Partial reclassification of the action — Application for a declaration that there is no contractual claim)

(2017/C 369/10)

Language of the case: Italian

Parties

Applicant: Università del Salento (Lecce, Italy) (represented by: F. Vetrò, lawyer)

Defendant: European Commission (represented by: initially, L. Di Paolo, F. Moro, L. Cappelletti and O. Verheecke, and subsequently L. Di Paolo, F. Moro and O. Verheecke, acting as Agents)

Re:

First, application under Article 263 TFEU seeking (i) annulment of Commission Decision D/C4 — B.2 — 005817 of 4 May 2015, by which the applicant's claim in respect of the implementation of a contract in a first project, Entice (Explaining the Nature of Technological Innovation in Chinese Enterprises), was set off against the applicant's debt in respect of the implementation of a contract in a second project, entitled 'Judicial Training and Research on EU crimes against environment and maritime pollution'; (ii) annulment of all other measures, preliminary to, consecutive to or, in any event, connected with that decision; and (iii) an order requiring the Commission to pay to the applicant the amounts owed to it for the implementation of the Entice project; and, secondly, application under Article 272 TFEU seeking a declaration that the debt claimed by the Commission in respect of the implementation of the second project is non-existent.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Università del Salento to pay the costs.*

(1) OJ C 311, 21.9.2015.

Judgment of the General Court of 15 September 2017 — Commission v FE

(Case T-734/15 P) (1)

(Appeal — Civil Service — Officials — Open competition — Inclusion on the reserve list — Decision of the appointing authority not to recruit a successful candidate — Respective powers of the selection board and of the appointing authority — Conditions of admission to the competition — Minimum duration of professional experience — Rules for calculation — Loss of a chance of recruitment — Claim for damages)

(2017/C 369/11)

Language of the case: French

Parties

Appellant: European Commission (represented by: F. Simonetti and G. Gattinara, acting as Agents)

Other party to the proceedings: FE (represented by: L. Levi and A. Blot, lawyers)

Re:

Appeal brought against the judgment of the Civil Service Tribunal of the European Union (First Chamber) of 6 October 2015, *FE* v *Commission* (F-119/14, EU:F:2015:116), seeking to have that judgment set aside.

Operative part of the judgment

The Court:

1. *Sets aside points 1, 2 and 4 of the operative part of the judgment of the Civil Service Tribunal of the European Union (First Chamber) of 6 October 2015, FE v Commission (F-119/14);*

2. *Dismisses the action brought by FE before the Civil Service Tribunal in Case F-119/14;*

3. *Orders each party to bear its own costs relating to the appeal proceedings;*

4. *Orders FE to pay the costs of the proceedings before the Civil Service Tribunal, including the costs incurred by the European Commission.*

(1) OJ C 68, 22.2.2016.

Judgment of the General Court of 14 September 2017 — Contact Software v Commission

(Case T-751/15) (1)

(Competition — Abuse of a dominant position — Markets for computer-aided design software and for interface information about that software — Decision to reject a complaint — Relevant market — Manifest error of assessment — No EU interest)

(2017/C 369/12)

Language of the case: German

Parties

Applicant: Contact Software GmbH (Bremen, Germany) (represented by: J.-M. Schultze, S. Pautke and C. Ehlenz, lawyers)

Defendant: European Commission (represented by: C. Vollrath, I. Zaloguin and L. Wildpanner, acting as Agents)

Intervener in support of the defendant: Dassault systèmes (Vélizy-Villacoublay, France) (represented by: R. Snelders, lawyer, and J. Messent, Barrister)

Re:

Application based on Article 263 TFEU and seeking the partial annulment of Commission Decision C(2015) 7006 final of 9 October 2015 rejecting the complaint lodged by the applicant regarding infringements of Article 102 TFEU allegedly committed by Dassault systèmes and Parametric Technology Corp. on certain markets for computer-aided design software and certain markets for interface information about that software (Case COMP/39846 — Contact/Dassault & Parametric).

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Contact Software GmbH to bear its own costs and to pay the costs of the European Commission;*

3. *Orders Dassault systèmes to bear its own costs.*

([1]) OJ C 68, 22.2.2016.

Judgment of the General Court of 19 September 2017 — RP Technik v EUIPO — Tecnomarmi (RP ROYAL PALLADIUM)

(Case T-768/15) ([1])

(EU trade mark — Opposition proceedings — EU figurative mark RP ROYAL PALLADIUM — Earlier EU word mark RP — Relative ground for refusal — No likelihood of confusion — Article 8(1)(b) of Regulation (EC) No 207/2009)

(2017/C 369/13)

Language of the case: English

Parties

Applicant: RP Technik GmbH Profilsysteme (Bönen, Germany) (represented by: P.-J. Henrichs, lawyer)

Defendant: European Union Intellectual Property Office (represented by: A. Schifko, acting as Agent)

Other party to the proceedings before the Board of Appeal of EUIPO: Tecnomarmi Snc Di Gatto Omar & C. (Treviso, Italy)

Re:

Action brought against the decision of the Second Board of Appeal of EUIPO of 14 October 2015 (Case R 2061/2014-2), relating to opposition proceedings between RP Technik and Tecnomarmi.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders RP Technik GmbH Profilsysteme to pay the costs.*

([1]) OJ C 78, 29.2.2016.

Judgment of the General Court of 18 September 2017 — Codorniú SA v EUIPO

(Case T-86/16) ([1])

(EU trade mark — Opposition proceedings — Application for EU figurative mark ANA DE ALTUN — Earlier national figurative mark ANNA — Relative grounds for refusal — Likelihood of confusion — Article 8(1)(b) and (5) of Regulation (EC) No 207/2009 — Obligation to state reasons)

(2017/C 369/14)

Language of the case: Spanish

Parties

Applicant: Codorniú SA (Esplugues de Llobregat, Spain) (represented by: M. Ceballos Rodríguez and J. Güell Serra, lawyers)

Defendant: European Union Intellectual Property Office (represented by: E. Zaera Cuadrado, acting as Agent)

Other party to the proceedings before the Board of Appeal of EUIPO: Bodegas Altun, SL (Baños de Ebro, Spain) (represented by: M. Escribano Uzcudun, lawyer)

Re:

Action brought against the decision of the Second Board of Appeal of EUIPO of 9 December 2015 (Case R 199/2015-2) relating to opposition proceedings between Codorníu and Bodegas Altun.

Operative part of the judgment

The Court:

1. *Annuls the decision of the Second Board of Appeal of the European Union Intellectual Property Office (EUIPO) of 9 December 2015 (Case R 199/2015-2);*

2. *Orders EUIPO and Bodegas Altun, SL to bear their own costs and each to pay half of those incurred by Codorníu SA.*

([1]) OJ C 136, 18.4.2016.

Judgment of the General Court of 14 September 2017 — Aldi Einkauf v EUIPO — Weetabix (Alpenschmaus)

(Case T-103/16) ([1])

(EU trade mark — Opposition proceedings — Application for EU figurative mark Alpenschmaus — Earlier EU word mark ALPEN — Relative ground for refusal — Likelihood of confusion — Article 8(1)(b) of Regulation (EC) No 207/2009)

(2017/C 369/15)

Language of the case: German

Parties

Applicant: Aldi Einkauf GmbH & Co. OHG (Essen, Germany) (represented by: N. Lützenrath, U. Rademacher, C. Fürsen and N. Bertram, lawyers)

Defendant: European Union Intellectual Property Office (represented by: initially E. Strittmatter and A. Folliard-Monguiral, and subsequently A. Schifko, acting as Agents)

Other party to the proceedings before the Board of Appeal of EUIPO, intervener before the General Court: Weetabix Ltd (Kettering, United Kingdom) (represented by: M. Finger and T. Farkas, lawyers)

Re:

Action brought against the decision of the Fourth Board of Appeal of EUIPO of 12 January 2016 (Case R 2725/2014-4) relating to opposition proceedings between Weetabix and Aldi Einkauf.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Aldi Einkauf GmbH & Co. OHG to pay the costs relating to the present proceedings.*

(1) OJ C 156, 2.5.2016.

Judgment of the General Court of 15 September 2017 — Viridis Pharmaceutical v EUIPO — Hecht-Pharma (Boswelan)

(Case T-276/16) (1)

(EU trade mark — Revocation proceedings — EU word mark Boswelan — Declaration of revocation — Article 51(1)(a) of Regulation (EC) No 207/2009 — No genuine use of the trade mark — No proper reasons for non-use)

(2017/C 369/16)

Language of the case: German

Parties

Applicant: Viridis Pharmaceutical Ltd (Tortola, British Virgin Isles) (represented by: C. Spintig, S. Pietzcker and M. Prasse, lawyers)

Defendant: European Union Intellectual Property Office (represented by: S. Hanne, acting as Agent)

Other party to the proceedings before the Board of Appeal of EUIPO, intervener before the General Court: Hecht-Pharma GmbH (Hollnseth, Germany) (represented by: C. Sachs and J. Sachs, lawyers)

Re:

Action brought against the decision of the Fifth Board of Appeal of EUIPO of 29 February 2016 (Case R 2837/2014-5), relating to revocation proceedings between Hecht-Pharma and Viridis Pharmaceutical.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Viridis Pharmaceutical Ltd to pay the costs.*

(1) OJ C 251, 11.7.2016.

Judgment of the General Court of 15 September 2017 — Lidl Stiftung v EUIPO — Primark Holdings (LOVE TO LOUNGE)

(Case T-305/16) ([1])

(EU trade mark — Invalidity proceedings — EU word mark LOVE TO LOUNGE — Absolute ground for refusal — No distinctive character — Article 7(1)(b) of Regulation (EC) No 207/2009 — Descriptiveness — Article 7(1)(c) of Regulation No 207/2009 — Obligation to state reasons — Article 75 of Regulation No 207/2009 — Examination of the facts by EUIPO of its own motion — Article 76 of Regulation No 207/2009)

(2017/C 369/17)

Language of the case: English

Parties

Applicant: Lidl Stiftung & Co. KG (Neckarsulm, Germany) (represented by: M. Kefferpütz and A. Berger, lawyers)

Defendant: European Union Intellectual Property Office (represented by: S. Bonne, acting as Agent)

Other party to the proceedings before the Board of Appeal of EUIPO, intervener before the General Court: Primark Holdings (Dublin, Ireland) (represented by: B. Brandreth, Barrister, and G. Hussey, Solicitor)

Re:

Action brought against the decision of the Second Board of Appeal of EUIPO of 9 March 2016 (Case R 489/2015-2), relating to invalidity proceedings between Lidl Stiftung and Primark Holdings.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Lidl Stiftung & Co. KG to pay the costs.*

([1]) OJ C 287, 8.8.2016.

Judgment of the General Court of 19 September 2017 — Tamasu Butterfly Europa v EUIPO — adp Gauselmann (Butterfly)

(Case T-315/16) ([1])

(EU trade mark — Opposition proceedings — Application for EU word mark Butterfly — Earlier EU word mark and national trade name Butterfly — Relative grounds for refusal — Article 8(1)(b) and (4) and (5) of Regulation (EC) No 207/2009)

(2017/C 369/18)

Language of the case: German

Parties

Applicant: Tamasu Butterfly Europa GmbH (Moers, Germany) (represented by: C. Röhl, lawyer)

Defendant: European Union Intellectual Property Office (represented by: R. Pethke and D. Hanf, acting as Agents)

Other party to the proceedings before the Board of Appeal of EUIPO: adp Gauselmann GmbH (Espelkamp, Germany) (represented by: P. Koch Moreno, lawyer)

Re:

Action brought against the decision of the First Board of Appeal of EUIPO of 17 March 2016 (Case R 221/2015-1) relating to opposition proceedings between Tamasu Butterfly Europa and adp Gauselmann.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Tamasu Butterfly Europa GmbH to pay the costs.*

(1) OJ C 287, 8.8.2016.

Judgment of the General Court of 15 September 2017 — sheepworld v EUIPO (Beste Oma)

(Case T-421/16) (1)

(EU trade mark — Application for EU word mark Beste Oma — Absolute ground for refusal — Lack of distinctive character — Article 7(1)(b) of Regulation (EC) No 207/2009)

(2017/C 369/19)

Language of the case: German

Parties

Applicant: sheepworld AG (Ursensollen, Germany) (represented by: S. von Rüden, lawyer)

Defendant: European Union Intellectual Property Office (represented by: M. Fischer, acting as Agent)

Re:

Action brought against the decision of the Fourth Board of Appeal of EUIPO of 13 May 2016 (Case R 91/2016-4) concerning an application for registration of the word sign Beste Oma as an EU trade mark.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders sheepworld AG to pay the costs.*

(1) OJ C 343, 19.9.2016.

Judgment of the General Court of 15 September 2017 — sheepworld v EUIPO (Beste Mama)

(Case T-422/16) (1)

(EU trade mark — Application for EU word mark Beste Mama — Absolute ground for refusal — Lack of distinctive character — Article 7(1)(b) of Regulation (EC) No 207/2009)

(2017/C 369/20)

Language of the case: German

Parties

Applicant: sheepworld AG (Ursensollen, Germany) (represented by: S. von Rüden, lawyer)

Defendant: European Union Intellectual Property Office (represented by: M. Fischer, acting as Agent)

Re:

Action brought against the decision of the Fourth Board of Appeal of EUIPO of 13 May 2016 (Case R 95/2016-4) concerning an application for registration of the word sign Beste Mama as an EU trade mark.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders sheepworld AG to pay the costs.*

(1) OJ C 343, 19.9.2016.

Judgment of the General Court of 15 September 2017 — sheepworld v EUIPO (Bester Opa)

(Case T-449/16) (1)

(EU trade mark — Application for EU word mark Bester Opa — Absolute ground for refusal — Lack of distinctive character — Article 7(1)(b) of Regulation (EC) No 207/2009)

(2017/C 369/21)

Language of the case: German

Parties

Applicant: sheepworld AG (Ursensollen, Germany) (represented by: S. von Rüden, lawyer)

Defendant: European Union Intellectual Property Office (represented by: M. Fischer, acting as Agent)

Re:

Action brought against the decision of the Fourth Board of Appeal of EUIPO of 26 May 2016 (Case R 92/2016-4) concerning an application for registration of the word sign Bester Opa as an EU trade mark.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders sheepworld AG to pay the costs.*

(1) OJ C 364, 3.10.2016.

Judgment of the General Court of 15 September 2017 — sheepworld v EUIPO (Beste Freunde)

(Case T-450/16) (1)

(EU trade mark — Application for EU word mark Beste Freunde — Absolute ground for refusal — Lack of distinctive character — Article 7(1)(b) of Regulation (EC) No 207/2009)

(2017/C 369/22)

Language of the case: German

Parties

Applicant: sheepworld AG (Ursensollen, Germany) (represented by: S. von Rüden, lawyer)

Defendant: European Union Intellectual Property Office (represented by: M. Fischer, acting as Agent)

Re:

Action brought against the decision of the Fourth Board of Appeal of EUIPO of 26 May 2016 (Case R 93/2016-4) concerning an application for registration of the word sign Beste Freunde as an EU trade mark.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders sheepworld AG to pay the costs.*

(1) OJ C 364, 3.10.2016.

Judgment of the General Court of 15 September 2017 — sheepworld v EUIPO (Bester Papa)

(Case T-451/16) (1)

(EU trade mark — Application for EU word mark Bester Papa — Absolute ground for refusal — Lack of distinctive character — Article 7(1)(b) of Regulation (EC) No 207/2009)

(2017/C 369/23)

Language of the case: German

Parties

Applicant: sheepworld AG (Ursensollen, Germany) (represented by: S. von Rüden, lawyer)

Defendant: European Union Intellectual Property Office (represented by: M. Fischer, acting as Agent)

Re:

Action brought against the decision of the Fourth Board of Appeal of EUIPO of 26 May 2016 (Case R 94/2016-4) concerning an application for registration of the word sign Bester Papa as an EU trade mark.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders sheepworld AG to pay the costs.*

(1) OJ C 364, 3.10.2016.

Judgment of the General Court of 15 September 2017 — sheepworld v EUIPO (Beste Freundin)

(Case T-452/16) (1)

(EU trade mark — Application for EU word mark Beste Freundin — Absolute ground for refusal — Lack of distinctive character — Article 7(1)(b) of Regulation (EC) No 207/2009)

(2017/C 369/24)

Language of the case: German

Parties

Applicant: sheepworld AG (Ursensollen, Germany) (represented by: S. von Rüden, lawyer)

Defendant: European Union Intellectual Property Office (represented by: M. Fischer, acting as Agent)

Re:

Action brought against the decision of the Fourth Board of Appeal of EUIPO of 26 May 2016 (Case R 96/2016-4) concerning an application for registration of the word sign Beste Freundin as an EU trade mark.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders sheepworld AG to pay the costs.*

(1) OJ C 364, 3.10.2016.

Judgment of the General Court of 14 September 2017 — Bodson and Others v EIB

(Joined Cases T-504/16 and T-505/16) (1)

(Civil service — EIB staff — Remuneration — Annual adjustment of the scale of basic salaries — Calculation method — Economic and financial crisis)

(2017/C 369/25)

Language of the cases: French

Parties

Applicants: Jean-Pierre Bodson (Luxembourg, Luxembourg) and the 485 other applicants whose names are listed in the annex to the judgment (Case T-504/16); and Esther Badiola (Luxembourg) and the 15 other applicants whose names are listed in the annex to the judgment (Case T-505/16) (represented by: L. Levi, lawyer)

Defendant: European Investment Bank (EIB) (represented by: initially, T. Gilliams and G. Nuvoli, and subsequently G. Faedo and T. Gilliams, acting as Agents, and A. Dal Ferro, lawyer)

Re:

Application based on Article 270 TFEU seeking, first, the annulment of the decisions, contained in the salary statements for February 2013 and the subsequent months, applying to the applicants the decision of the EIB Board of Directors of 18 December 2012, the decision of the EIB Management Committee of 29 January 2013, the article published online on 5 February 2013 and the information note of 15 February 2013 informing staff of the adoption of those two decisions and, secondly, an order requiring the EIB to pay to the applicants a sum corresponding to the difference between the amount of remuneration paid pursuant to those decisions and the amount of the remuneration due under the scheme resulting from the decision of the EIB Board of Directors of 22 September 2009, together with damages to compensate for the harm allegedly suffered by the applicants by reason of their loss of purchasing power and uncertainty about the changes made to their remuneration.

Operative part of the judgment

The Court:

1. *Annuls the decisions of the European Investment Bank (EIB) applying the decision of the EIB Board of Directors of 18 December 2012 and the decision of the EIB Management Committee of 29 January 2013 contained in the salary statements for February 2013 and the subsequent months of Mr Jean-Pierre Bodson and the other members of the EIB staff whose names are listed in the annex in Case T-504/16, on the one hand, and of Mrs Esther Badiola and the other members of the EIB staff whose names are listed in the annex in Case T-505/16, on the other hand;*

2. *Dismisses the actions as to the remainder;*

3. *Orders the EIB to pay the costs.*

(1) OJ C 207, 20.7.2013 (case initially registered before the European Union Civil Service Tribunal under number F-41/13 and transferred to the General Court of the European Union on 1.9.2016).

Judgment of the General Court of 15 September 2017 — Skareby v EEAS

(Case T-585/16) ([1])

(Civil service — Officials — Freedom of expression — Duty of loyalty — Serious prejudice to the legitimate interests of the Union — Refusal of permission to publish an article — Request that the text be amended — Article 17a of the Staff Regulations — Subject matter of the action — Decision rejecting the administrative complaint)

(2017/C 369/26)

Language of the case: English

Parties

Applicant: Carina Skareby (Louvain, Belgium) (represented by: S. Rodrigues and C. Bernard-Glanz, lawyers)

Defendant: European External Action Service (EEAS) (represented by: S. Marquardt, acting as Agent, and by M. Troncoso Ferrer, F.-M. Hislaire and S. Moya Izquierdo, lawyers)

Re:

Action under Article 270 TFEU seeking (i) annulment of the decision of 5 June 2015 of the EEAS refusing permission to publish an article and requesting that changes be made to two paragraphs of the proposed text, and (ii) 'so far as necessary', annulment of the decision of 18 December 2015 of the EEAS rejecting the complaint brought against the original decision.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Ms Carina Skareby to pay the costs.*

([1]) OJ C 191, 30.5.2016 (case initially registered before the European Union Civil Service Tribunal under Case No F-15/16 and transferred to the General Court of the European Union on 1.9.2016).

Order of the General Court of 13 September 2017 — Germany v Commission

(Case T-116/10) ([1])

(Action for annulment — ERDF — Reduction of financial assistance — North Rhine-Westphalia Programme — Failure to comply with the time-limit for adopting a decision — Infringement of essential procedural requirements — Action manifestly well founded)

(2017/C 369/27)

Language of the case: German

Parties

Applicant: Federal Republic of Germany (represented initially by J. Möller, subsequently by J. Möller and T. Henze, acting as Agents, and U. Karpenstein, lawyer)

Defendant: European Commission (represented by: B.-R. Killmann, B. Conte and A. Steiblytė, acting as Agents)

Re:

Application based on Article 263 TFEU seeking the annulment of Commission Decision C(2009) 10675 of 23 December 2009 reducing the assistance granted to the Objective 2 North Rhine-Westphalia Programme (1997-1999) in the Federal Republic of Germany from the European Regional Development Fund (ERDF) under Commission Decision C(97)1120 of 7 May 1997.

Operative part of the order

1. *Commission Decision C(2009) 10675 of 23 December 2009 reducing the assistance granted to the Objective 2 North Rhine-Westphalia Programme (1997-1999) in the Federal Republic of Germany from the European Regional Development Fund (ERDF) under Commission Decision C(97)1120 of 7 May 1997 is annulled.*

2. *The European Commission is ordered to pay the costs.*

(1) OJ C 134, 22.5.2010.

Order of the General Court of 12 September 2017 — Gelinova Group v EUIPO — Cloetta Italia (galatea…è naturale)

(Case T-90/17) (1)

(EU trade mark — Opposition proceedings — Withdrawal of the opposition — No need to adjudicate)

(2017/C 369/28)

Language of the case: Italian

Parties

Applicant: Gelinova Group Srl (Tezze di Vazzola, Italy) (represented by: A. Tornato and D. Hazan, lawyers)

Defendant: European Union Intellectual Property Office (represented by: L. Rampini, acting as Agent)

Other party to the proceedings before the Board of Appeal of EUIPO: Cloetta Italia Srl (Cremona, Italy)

Re:

Action brought against the decision of the Second Board of Appeal of EUIPO of 12 December 2016 (Case R 207/2016-2), relating to opposition proceedings between Cloetta Italia Srl and Gelinova Group Srl, formerly Milk & Fruit Srl.

Operative part of the order

1. *There is no longer any need to adjudicate on the action.*

2. *Gelinova Group Srl is ordered to bear its own costs and to pay those incurred by the European Union Intellectual Property Office (EUIPO).*

(1) OJ C 121, 18.4.2017.

Order of the President of the General Court of 3 July 2017 — Proximus v Council

(Case T-117/17 R)

(Interim measures — Public procurement — Negotiated procedure — Application for interim measures — No urgency)

(2017/C 369/29)

Language of the case: English

Parties

Applicant: Proximus SA/NV (Brussels, Belgium) (represented by: B. Schutyser, lawyer)

Defendant: Council of the European Union (represented by: A. Jaume and S. Cholakova, acting as Agents, and by P. de Bandt, P. Teerlinck and M. Gherghinaru, lawyers)

Re:

Application pursuant to Articles 278 and 279 TFEU for the grant of interim measures, (i), suspending implementation of the decision of the Council to award the framework contract to another tenderer and, (ii), suspending the implementation of the framework contract concluded between the Council and the successful tenderer.

Operative part of the order

1. *The application for interim measures is dismissed.*

2. *The costs are reserved.*

Action brought on 8 August 2017 — Waisman and Others v SRB

(Case T-527/17)

(2017/C 369/30)

Language of the case: Spanish

Parties

Applicants: Alejandro Claudio Waisman (Buenos Aires, Argentina) and 158 other applicants (represented by: J. De Castro Martín, M. Azpitarte Sánchez and J. Ruiz de Villa Jubany, lawyers)

Defendant: Single Resolution Board

Form of order sought

The applicants claim that the General Court should:

— In accordance with Article 263 TFEU, annul the Decision of the Single Resolution Board concerning the Banco Popular Español (SRB/EES/2017/08);

— In accordance with Article 340(2) TFEU and Article 41(3) of the the Charter of Fundamental Rights of the European Union, order SRB to pay to the applicants, at the expense of the Single Resolution Fund established in accordance with Article 67 of Regulation No 806/2014, compensation for the damage caused to the applicants as a direct consequence of the Decision concerning the Banco Popular and the value of which corresponds to the market value of the capital instruments of the banking institution the day preceding (6 June 2017) the implementation of the resolution scheme; in the alternative, in the event that the Court does not uphold the previous claim for compensation, order SRB to pay to the applicants compensation, the value of which corresponds to the difference, which will be determined by the valuation of the independent person laid down in Article 20(16) of Regulation No 806/2014, between the payment in respect of their claims received by the applicants pursuant to the application of the Decision and the amount they would have received under a normal insolvency procedure;

— Order SRB to pay the costs of these proceedings.

Pleas in law and main arguments

The pleas in law and main arguments are similar to those put forward in Cases T-478/17, *Mutualidad de la Abogacía and Hermandad Nacional de Arquitectos Superiores y Químicos* v *Single Resolution Board*, T-481/17, *Fundación Tatiana Pérez de Guzmán el Bueno and SFL* v *Single Resolution Board*, T-482/17, *Comercial Vascongada Recalde* v *Commission and Single Resolution Board*, T-483/17, *García Suárez and Others* v *Commission and Single Resolution Board*, T-484/17, *Fidesban and Others* v *Single Resolution Board*, T-497/17, *Sáchez del Valle and Calatrava Real State 2015* v *Commission and Single Resolution Board*, and T-498/17, *Pablo Álvarez de Linera Granda* v *Commission and Single Resolution Board*.

Action brought on 10 August 2017 — Blasi Gómez and Others v SRB

(Case T-529/17)

(2017/C 369/31)

Language of the case: Spanish

Parties

Applicants: Carlos Blasi Gómez (Tarragona, Spain), María Dolores Cruells Torelló (Sabadell, Spain), Asociación Independiente de Afectados por el Popular (AIAP) (Madrid, Spain) (represented by: D. Pineda Cuadrado, lawyer)

Defendant: Single Resolution Board

Form of order sought

The applicants claim that the General Court should:

— Annul Decision SRB/EES/2017/08 of the Single Resolution Board of 7 June 2017;

— In the alternative, in the event that the above head of claim is not upheld, annul in part the decision, with respect to the valuation of the institution, the Court having to carry out, or order the carrying out of, a fair, actual and equitable valuation of the Banco Popular Español which implies the compensation of all its shareholders and creditors in accordance with the new valuation;

— In the further alternative, in the event that the neither of the previous heads of claim is upheld, annul in part the decision, with respect to the valuation of the institution, the Court having to carry out, or order the carrying out of, a fair, actual and equitable valuation of the Banco Popular Español which implies the compensation of the applicants, as shareholders and creditors of that institution in accordance with the new valuation;

— Expressly order the Institution whose act is contested to pay the costs incurred.

Pleas in law and main arguments

The pleas in law and main arguments are similar to those put forward in Cases T-478/17, *Mutualidad de la Abogacía and Hermandad Nacional de Arquitectos Superiores y Químicos* v *Single Resolution Board*, T-481/17, *Fundación Tatiana Pérez de Guzmán el Bueno and SFL* v *Single Resolution Board*, T-482/17, *Comercial Vascongada Recalde* v *Commission and Single Resolution Board*, T-483/17, *García Suárez and Others* v *Commission and Single Resolution Board*, T-484/17, *Fidesban and Others* v *Single Resolution Board*, T-497/17, *Sáchez del Valle and Calatrava Real State 2015* v *Commission and Single Resolution Board*, and T-498/17, *Pablo Álvarez de Linera Granda* v *Commission and Single Resolution Board*.

Action brought on 11 August 2017 — López Campo and Others v SRB

(Case T-530/17)

(2017/C 369/32)

Language of the case: Spanish

Parties

Applicants: Mario López Campo (Pontevedra, Spain) and eight other applicants (represented by: F. Cabadas García, lawyer)

Defendant: Single Resolution Board

Form of order sought

The applicants claim that the General Court should:

— Annul Decision SRD/EES/2017/08 of the Single Resolution Board, which it adopted on 7 June 2017, putting the institution Banco Popular Español S.A. under resolution as of 7 June 2017 and declare that the Board is responsible for compensating the applicants in the amounts set out in the application;

— In the alternative, annul Decision SRD/EES/2017/08 of the Single Resolution Board, which it adopted on 7 June 2017, putting the institution Banco Popular Español S.A. under resolution as of 7 June 2017 and declare that the Board is responsible for compensating the applicants in the amounts resulting from the multiplication of the number of their shares by the final listing price prior to Decision SRD/EES/2017/08.

Pleas in law and main arguments

The present action concerns the Decision of the Single Resolution Board of 7 June 2017 (SRB/EES/2017/08) allowing the resolution of the Banco Popular Español, S.A.

The pleas in law and main arguments are similar to those put forward in Cases T-478/17, *Mutualidad de la Abogacía and Hermandad Nacional de Arquitectos Superiores y Químicos* v *Single Resolution Board*, T-481/17, *Fundación Tatiana Pérez de Guzmán el Bueno and SFL* v *Single Resolution Board*, T-482/17, *Comercial Vascongada Recalde* v *Commission and Single Resolution Board*, T-483/17, *García Suárez and Others* v *Commission and Single Resolution Board*, T-484/17, *Fidesban and Others* v *Single Resolution Board*, T-497/17, *Sáchez del Valle and Calatrava Real State 2015* v *Commission and Single Resolution Board*, and T-498/17, *Pablo Álvarez de Linera Granda* v *Commission and Single Resolution Board*.

Action brought on 9 August 2017 — Promociones Santa Rosa v SRB

(Case T-531/17)

(2017/C 369/33)

Language of the case: Spanish

Parties

Applicant: Promociones Santa Rosa, S.L. (Madrid, Spain) (represented by: L. Carrión Matamoros, lawyer)

Defendant: Single Resolution Board

Form of order sought

The applicant claims that the General Court should:

— Annul Decision SRB/EES/2017/08 of 7 June (non-confidential version) of the Executive Committee of the Single Resolution Board adopting the resolution scheme of the Banco Popular Español, S.A., on the basis of infringement of Articles 7, 18(1) and 20 of Regulation (EU) No 806/2014, as well as the artificial alteration of the immediate causes which resulted in the institution's resolution.

Pleas in law and main arguments

The pleas in law and main arguments are similar to those put forward in Cases T-478/17, *Mutualidad de la Abogacía and Hermandad Nacional de Arquitectos Superiores y Químicos* v *Single Resolution Board*, T-481/17, *Fundación Tatiana Pérez de Guzmán el Bueno and SFL* v *Single Resolution Board*, T-482/17, *Comercial Vascongada Recalde* v *Commission and Single Resolution Board*, T-483/17, *García Suárez and Others* v *Commission and Single Resolution Board*, T-484/17, *Fidesban and Others* v *Single Resolution Board*, T-497/17, *Sáchez del Valle and Calatrava Real State 2015* v *Commission and Single Resolution Board*, and T-498/17, *Pablo Álvarez de Linera Granda* v *Commission and Single Resolution Board*.

Action brought on 7 August 2017 — Asociación de Consumidores de Navarra 'Irache' v SRB

(Case T-535/17)

(2017/C 369/34)

Language of the case: Spanish

Parties

Applicant: Asociación de Consumidores de Navarra 'Irache' (Pamplona, Spain) (represented by: J. Sanjurjo San Martín, lawyer)

Defendant: Single Resolution Board

Form of order sought

The applicant claims that the Court should:

— Annul the contested decision, declare the transactions carried out under it ineffective and order the return of the property of the Banco Popular Español, S.A. to the shareholders and bond-holders concerned, putting them back in the position they were in before the intervention;

— If that is not possible, declare in any event that the conversion of the bonds into shares is ineffective, maintaining bond-holders in the same position as they were in on 6 June 2017 and order the payment of compensation to shareholders by payment corresponding to the actual value of the bank and, accordingly, of the shares on 30 June 2016.

Pleas in law and main arguments

The pleas in law and main arguments are similar to those put forward in Cases T-478/17, *Mutualidad de la Abogacía and Hermandad Nacional de Arquitectos Superiores y Químicos* v *Single Resolution Board*, T-481/17, *Fundación Tatiana Pérez de Guzmán el Bueno and SFL* v *Single Resolution Board*, T-482/17, *Comercial Vascongada Recalde* v *Commission and Single Resolution Board*, T-483/17, *García Suárez and Others* v *Commission and Single Resolution Board*, T-484/17, *Fidesban and Others* v *Single Resolution Board*, T-497/17, *Sáchez del Valle and Calatrava Real State 2015* v *Commission and Single Resolution Board*, and T-498/17, *Pablo Álvarez de Linera Granda* v *Commission and Single Resolution Board*.

Action brought on 11 August 2017– EIB v Syria

(Case T-539/17)

(2017/C 369/35)

Language of the case: English

Parties

Applicant: European Investment Bank (represented by: P. Chamberlain, T. Gilliams, J. Shirran and F. de Borja Oxangoiti Briones agents, D. Arts, lawyer and T. Cusworth, solicitor)

Defendant: Syrian Arab Republic

Form of order sought

The applicant claims that the Court should impose on Syria the order:

— for payment of all sums due to the EU under Articles 3.01, 3.02, 4.01, 8.01 and 8.02 of the Al Thawra Loan Agreement in its right of subrogation comprising:

  — 404 792,06 euro, 954 331,07 pounds sterling (GBP), 29 130 433,00 Japanese yen (JPY) and 1 498 184,58 American dollar (USD), the amount due to the EU as at 9 August 2017, which is all principal, interest and contractual default interest (accrued from the due date to 9 August 2017);

  — further contractual default interest, accruing at the annual rate specified in Article 3.02, until payment is made;

  — all applicable taxes, duties, fees and professional costs accruing from the due date until payment is made, including costs related to the present proceedings.

— In the alternative to the order above, and if the Court finds that the EU is not subrogated to the rights of the Bank, payment of all sums due to the Bank under Articles 3.01, 3.02, 4.01, 8.01 and 8.02 of the Al Thawra Loan Agreement comprising:

  — 404 792,06 euro, 954 331,07 GBP, 29 130 433,00 JPY and 1 498 184,58 USD, the amount due to the Bank as at 9 August 2017, which is all principal, interest and contractual default interest (accrued from the due date to 9 August 2017);

— further contractual default interest, accruing at the annual rate specified in Article 3.02, until payment is made;

— all applicable taxes, duties, fees and professional costs accruing from the due date until payment is made, including costs related to the present proceedings.

— In any event, for payment of the amount due to either the EU or the Bank, as the case may be, for instalments which will fall due after the date of this application and for which Syria fails to make a payment, comprising:

— all principal and interest for each instalment;

— contractual default interest, accruing at the annual rate specified in Article 3.02, from the due date of each instalment until payment is made by Syria.

— 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 Syria has breached its contractual obligations under Articles 3.01 and 4.01 of the Al Thawra Loan Agreement to make payment of the instalments under the Al Thawra Loan Agreement as they have fallen due, and under Article 3.02 of the Al Thawra Loan Agreement to make payment of default interest on each of the instalments due and not paid, accruing at the annual rate therein. Consequently, Syria is contractually obligated to pay all amounts due under Articles 3.01, 3.02, 4.01, 8.01 and 8.02 of the Al Thawra Loan Agreement.

Action brought on 11 August 2017 — EIB v Syria

(Case T-540/17)

(2017/C 369/36)

Language of the case: English

Parties

Applicant: European Investment Bank (represented by: P. Chamberlain, T. Gilliams, J. Shirran and F. de Borja Oxangoiti Briones agents, D. Arts, lawyer and T. Cusworth, solicitor)

Defendant: Syrian Arab Republic

Form of order sought

The applicant claims that the Court should impose on Syria the order:

— for payment of all sums due to the EU under Articles 3.01, 3.02, 4.01, 8.01 and 8.02 of the Electricity Distribution Loan Agreement in its right of subrogation comprising:

— 52 657 141,77 euro the amount due to the EU as at 9 August 2017, which is all principal, interest and contractual default interest (accrued from the due date to 9 August 2017);

— 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;

— all applicable taxes, duties, fees and professional costs accruing from the due date until payment is made, including costs related to the present proceedings.

— In the alternative to (i), and if the Court finds that the EU is not subrogated to the rights of the Bank, payment of all sums due to the Bank under Articles 3.01, 3.02, 4.01, 8.01 and 8.02 of the Electricity Distribution Loan Agreement comprising:

  — 52 657 141,77 euro, the amount due to the Bank as at 9 August 2017, which is all principal, interest and contractual default interest (accrued from the due date to 9 August 2017);

  — 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;

  — all applicable taxes, duties, fees and professional costs accruing from the due date until payment is made, including costs related to the present proceedings.

— in any event, for payment of the amount due to either the EU or the Bank, as the case may be, for instalments which will fall due after the date of this application and for which Syria fails to make a payment, comprising:

  — all principal and interest for each instalment;

  — 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), from the due date of each instalment until payment is made by Syria.

— 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 Syria has breached its contractual obligations under Articles 3.01 and 4.01 of the Electricity Distribution Loan Agreement to make payment of the instalments under the Electricity Distribution Loan Agreement as they have fallen due, and under Article 3.02 of the Electricity Distribution Loan Agreement to make payment of default interest on each of the instalments due and not paid, accruing at the annual rate therein. Consequently, Syria is contractually obligated to pay all amounts due under Articles 3.01, 3.02, 4.01, 8.01 and 8.02 of the Electricity Distribution Loan Agreement.

Action brought on 11 August 2017 — EIB v Syria

(Case T-541/17)

(2017/C 369/37)

Language of the case: English

Parties

Applicant: European Investment Bank (represented by: P. Chamberlain, T. Gilliams, J. Shirran and F. de Borja Oxangoiti Briones agents, D. Arts, lawyer and T. Cusworth, solicitor)

Defendant: Syrian Arab Republic

Form of order sought

The applicant claims that the Court should impose on Syria the order:

— For payment of all sums due to the EU under Articles 3.01, 3.02, 4.01, 8.01 and 8.02 of the Electricity Transmission Loan Agreement in its right of subrogation comprising:

  — 3 383 971,66 Swiss franc (CHF) and 38 934 400,51 euro, the amount due to the EU as at 9 August 2017, which is all principal, interest and contractual default interest (accrued from the due date to 9 August 2017);

— 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;

— All applicable taxes, duties, fees and professional costs accruing from the due date until payment is made, including costs related to the present proceedings.

— In the alternative to the order above, and if the Court finds that the EU is not subrogated to the rights of the Bank, payment of all sums due to the Bank under Articles 3.01, 3.02, 4.01, 8.01 and 8.02 of the Electricity Transmission Loan Agreement comprising:

— 3 383 971,66 CHF and 38 934 400,51 euro, the amount due to the Bank as at 9 August 2017, which is all principal, interest and contractual default interest (accrued from the due date as to 9 August 2017);

— 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;

— All applicable taxes, duties, fees and professional costs accruing from the due date until payment is made, including costs related to the present proceedings.

— In any event, for payment of the amount due to either the EU or the Bank, as the case may be, for instalments which will fall due after the date of this application and for which Syria fails to make a payment, comprising:

— All principal and interest for each instalment;

— 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, from the due date of each instalment until payment is made by Syria.

— 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 Syria has breached its contractual obligations under Articles 3.01 and 4.01 of the Electricity Transmission Loan Agreement to make payment of the instalments under the Electricity Transmission Loan Agreement as they have fallen due, and under Article 3.02 of the Electricity Transmission Loan Agreement to make payment of default interest on each of the instalments due and not paid, accruing at the annual rate therein. Consequently, Syria is contractually obligated to pay all amounts due under Articles 3.01, 3.02, 4.01, 8.01 and 8.02 of the Electricity Transmission Loan Agreement.

Action brought on 11 August 2017 — EIB v Syria

(Case T-542/17)

(2017/C 369/38)

Language of the case: English

Parties

Applicant: European Investment Bank (represented by: P. Chamberlain, T. Gilliams, J. Shirran and F. de Borja Oxangoiti Briones agents, D. Arts, lawyer and T. Cusworth, solicitor)

Defendant: Syrian Arab Republic

Form of order sought

The applicant claims that the Court should impose on Syria the order:

— For payment of all sums due to the EU under Articles 3.01, 3.02, 4.01, 8.01 and 8.02 of the Port of Tartous Loan Agreement in its right of subrogation comprising:

  — 20 609 429,45 euro, the amount due to the EU as at 9 August 2017, which is all principal, interest and contractual default interest (accrued from the due date to 9 August 2017);

  — Further contractual default interest, accruing at an annual rate equal to the higher (for any successive period of one month) of (i) a rate equal to the EURIBOR rate plus 2 % (200 basis points) or (ii) the fixed rate payable under Article 3.01 plus 0,25 % (25 basis points), until payment is made;

  — All applicable taxes, duties, fees and professional costs accruing from the due date until payment is made, including costs related to the present proceedings.

— In the alternative to (i), and if the Court finds that the EU is not subrogated to the rights of the Bank, payment of all sums due to the Bank under Articles 3.01, 3.02, 4.01, 8.01 and 8.02 of the Port of Tartous Loan Agreement comprising:

  — 20 609 429,45 euro, the amount due to the Bank as at 9 August 2017, which is all principal, interest and contractual default interest (accrued from the due date to 9 August 2017);

  — Further contractual default interest, accruing at an annual rate equal to the higher (for any successive period of one month) of (i) a rate equal to the EURIBOR rate plus 2 % (200 basis points) or (ii) the fixed rate payable under Article 3.01 plus 0,25 % (25 basis points), until payment is made;

  — All applicable taxes, duties, fees and professional costs accruing from the due date until payment is made, including costs related to the present proceedings.

— In any event, for payment of the amount due to either the EU or the Bank, as the case may be, for instalments which will fall due after the date of this application and for which Syria fails to make a payment, comprising:

  — All principal and interest for each instalment;

  — Contractual default interest, accruing at an annual rate equal to the higher (for any successive period of one month) of (i) a rate equal to the EURIBOR rate plus 2 % (200 basis points) or (ii) the fixed rate payable under Article 3.01 plus 0,25 % (25 basis points), from the due date of each instalment to the date of eventual payment by Syria.

— 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 Syria has breached its contractual obligations under Articles 3.01 and 4.01 of the Port of Tartous Loan Agreement to make payment of the instalments under the Port of Tartous Loan Agreement as they have fallen due, and under Article 3.02 of the Port of Tartous Loan Agreement to make payment of default interest on each of the instalments due and not paid, accruing at the annual rate therein. Consequently, Syria is contractually obligated to pay all amounts due under Articles 3.01, 3.02, 4.01, 8.01 and 8.02 of the Port of Tartous Loan Agreement.

Action brought on 11 August 2017 — EIB v Syria

(Case T-543/17)

(2017/C 369/39)

Language of the case: English

Parties

Applicant: European Investment Bank (represented by: P. Chamberlain, T. Gilliams, J. Shirran and F. de Borja Oxangoiti Briones agents, D. Arts, lawyer and T. Cusworth, solicitor)

Defendant: Syrian Arab Republic

Form of order sought

The applicant claims that the Court should impose on Syria the order:

— for payment of all sums due to the EU under Articles 3.01, 3.02, 4.01, 8.01 and 8.02 of the Syrian Healthcare Loan Agreement in its right of subrogation comprising:

  — 62 646 209,04 euro and 3 582 381,15 American dollar (USD), the amount due to the EU as at 9 August 2017, which is all principal, interest and contractual default interest (accrued from the due date to 9 August 2017);

  — further contractual default interest, accruing at an annual rate equal to the higher (for any successive period of one month) of (i) a rate equal to the EURIBOR rate plus 2 % (200 basis points) (except for any disbursements in USD, a rate equal to the LIBOR rate plus 2 % (200 basis points) applies) or (ii) the fixed rate payable under Article 3.01 plus 0,25 % (25 basis points), until payment is made;

  — all applicable taxes, duties, fees and professional costs accruing from the due date until payment is made, including costs related to the present proceedings.

— In the alternative to (i), and if the Court finds that the EU is not subrogated to the rights of the Bank, payment of all sums due to the Bank under Articles 3.01, 3.02, and 4.01, 8.01 and 8.02 of the Syrian Healthcare Loan Agreement comprising:

  — 62 646 209,04 euro and 3 582 381,15 USD, the amount due to the Bank as at 9 August 2017, which is all principal, interest and contractual default interest (accrued from the due date to 9 August 2017);

  — further contractual default interest, accruing at an annual rate equal to the higher (for any successive period of one month) of (i) a rate equal to the EURIBOR rate plus 2 % (200 basis points) (except for any disbursements in USD, a rate equal to the LIBOR rate plus 2 % (200 basis points) applies) or (ii) the fixed rate payable under Article 3.01 plus 0,25 % (25 basis points), until payment is made;

  — all applicable taxes, duties, fees and professional costs accruing from the due date until payment is made, including costs related to the present proceedings.

— In any event, for payment of the amount due to either the EU or the Bank, as the case may be, for instalments which will fall due after the date of this application and for which Syria fails to make a payment, comprising:

  — all principal and interest for each instalment;

  — contractual default interest, accruing at an annual rate equal to the higher (for any successive period of one month) of (i) a rate equal to the EURIBOR rate plus 2 % (200 basis points) (except for any disbursements in USD, a rate equal to the LIBOR rate plus 2 % (200 basis points) applies) or (ii) the fixed rate payable under Article 3.01 plus 0,25 % (25 basis points), from the due date of each instalment to the date of eventual payment by Syria.

— 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 Syria has breached its contractual obligations under Articles 3.01 and 4.01 of the Syrian Healthcare Loan Agreement to make payment of the instalments under the Syrian Healthcare Loan Agreement as they have fallen due, and under Article 3.02 of the Syrian Healthcare Loan Agreement to make payment of default interest on each of the instalments due and not paid, accruing at the annual rate therein. Consequently, Syria is contractually obligated to pay all amounts due under Articles 3.01, 3.02, 4.01, 8.01 and 8.02 of the Syrian Healthcare Loan Agreement.

Action brought on 5 August 2017 — Imabe Ibérica v SRB

(Case T-544/17)

(2017/C 369/40)

Language of the case: Spanish

Parties

Applicant: Imabe Ibérica, S.A. (Madrid, Spain) (represented by: C. Aguirre de Cárcer Moreno, lawyer)

Defendant: Single Resolution Board

Form of order sought

The applicant claims that the General Court should:

— Acknowledge the lodging of the action against Decision SRB/EES/2017/08 made by the Single Resolution Board in its Expanded Executive Session of 7 June 2017, adopting the resolution scheme concerning the institution Banco Popular Español, S.A., in compliance with the provisions of Article 29 of 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 and, after having allowed access to all the documents in the file and given the possibility of making further claims, annul or revoke the contested decision, reinstating in full the legal effect of the applicant's economic rights, in accordance with the requirements of full compensation.

Pleas in law and main arguments

The pleas in law and main arguments are similar to those put forward in Cases T-478/17, *Mutualidad de la Abogacía and Hermandad Nacional de Arquitectos Superiores y Químicos* v *Single Resolution Board*, T-481/17, *Fundación Tatiana Pérez de Guzmán el Bueno and SFL* v *Single Resolution Board*, T-482/17, *Comercial Vascongada Recalde* v *Commission and Single Resolution Board*, T-483/17, *García Suárez and Others* v *Commission and Single Resolution Board*, T-484/17, *Fidesban and Others* v *Single Resolution Board*, T-497/17, *Sáchez del Valle and Calatrava Real State 2015* v *Commission and Single Resolution Board*, and T-498/17, *Pablo Álvarez de Linera Granda* v *Commission and Single Resolution Board*.

Action brought on 16 August 2017 — Maña and Others v SRB

(Case T-552/17)

(2017/C 369/41)

Language of the case: Spanish

Parties

Applicants: Maña, S.L. (Teo, Spain) and 113 other applicants (represented by: P. Rúa Sobrino, lawyer)

Defendant: Single Resolution Board

Form of order sought

The applicants claim that the General Court should:

— Take note of the annulment proceedings against the 'Decision of the Single Resolution Board made at the Executive Session on 7 June 2017 relating to the resolution plan of Banco Popular Español, S.A., legal person identification No 80H66LPTVDLM0P28XF25, addressed to the FROB (SRB/EES/2017/08)';

— Annul the contested Decision;

— Declare Articles 18 and 29 of Regulation (EU) No 806/2014 illegal and inapplicable;

— Order the Single Resolution Board to pay the costs.

Pleas in law and main arguments

The pleas in law and main arguments are similar to those put forward in Cases T-478/17, *Mutualidad de la Abogacía and Hermandad Nacional de Arquitectos Superiores y Químicos* v *Single Resolution Board*, T-481/17, *Fundación Tatiana Pérez de Guzmán el Bueno and SFL* v *Single Resolution Board*, T-482/17, *Comercial Vascongada Recalde* v *Commission and Single Resolution Board*, T-483/17, *García Suárez and Others* v *Commission and Single Resolution Board*, T-484/17, *Fidesban and Others* v *Single Resolution Board*, T-497/17, *Sáchez del Valle and Calatrava Real State 2015* v *Commission and Single Resolution Board*, and T-498/17, *Pablo Álvarez de Linera Granda* v *Commission and Single Resolution Board*.

Action brought on 16 August 2017 — Fortischem v Parliament and Council

(Case T-560/17)

(2017/C 369/42)

Language of the case: English

Parties

Applicant: Fortischem a.s. (Nováky, Slovakia) (represented by: C. Arhold, P. Hodál and M. Staroň, lawyers)

Defendants: European Parliament, Council of the European Union

Form of order sought

The applicant claims that the Court should:

— annul letter (d) in Annex III, Part I, to Regulation (EU) 2017/852 of the European Parliament and of the Council of 17 May 2017 on mercury, and repealing Regulation (EC) No 1102/2008 ([1]); and

— award the applicant the costs of the action.

Pleas in law and main arguments

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

1. First plea in law, alleging that the contested provision must be annulled because it infringes the principle of legitimate expectations by depriving the mercury cell production site operators of their possibility to receive an extension for complying with the best available techniques if the conditions under Directive 2010/75/EU of the European Parliament and of the Council of 24 November 2010 on industrial emissions (integrated pollution prevention and control) are met.

2. Second plea in law, alleging that the contested provision must be annulled because it infringes the principle of proportionality by (i) setting a firm phase-out deadline for mercury cell production well ahead of the deadline ensuing from the applicable international regulation on mercury, without at least providing the possibility of granting extensions/exemptions in specific cases, (ii) promoting legislation which is unable to provide any significant environmental benefits to a wider public but at the same time causing significant disadvantages to the business operators, and (iii) ignoring existing legislation already providing clear rules for phase-out and extensions/exemptions and failing to provide hardship clauses on its own.

3. Third plea in law, alleging that the contested provision must be annulled because it will cause losses for the applicant's business operations tantamount to a breach of the fundamental right to property under the Charter of Fundamental Rights of the European Union, being disproportionate to the objectives of the contested provision and capable of being achieved by less restrictive measures.

([1]) Regulation (EU) 2017/852 of the European Parliament and of the Council of 17 May 2017 on mercury, and repealing Regulation (EC) No 1102/2008 (OJ 2017, L 137, p. 1)

Action brought on 21 August 2017 — UC v Parliament

(Case T-572/17)

(2017/C 369/43)

Language of the case: French

Parties

Applicant: UC (represented by: A. Tymen, lawyer)

Defendant: European Parliament

Form of order sought

The applicant claims that the Court should:

— declare the present action admissible and well founded

and consequently

— annul the applicant's staff report for 2015 and the decision to award him only two merit points for that year;

— annul the decision of the appointing authority of 9 May 2017 rejecting the applicant's complaint of 13 January 2017;

— order the defendant to pay damages, to be fixed *ex aequo et bono* at EUR 9 000, to compensate the applicant for the non-material damage suffered;

— order the defendant to pay all the costs.

Pleas in law and main arguments

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

1. First plea in law, alleging, first, infringement of Article 41 of the Charter of Fundamental Rights and Article 25 of the Staff Regulations of Officials and, secondly, infringement of the obligation to state reasons and of the applicant's rights of defence.

2. Second plea in law, alleging infringement of the right to be heard and Article 41 of the Charter.

3. Third plea in law, alleging a manifest error of assessment.

Action brought on 23 August 2017 — UD v Commission

(Case T-574/17)

(2017/C 369/44)

Language of the case: French

Parties

Applicant: UD (represented by: S. Orlandi and T. Martin, lawyers)

Defendant: European Commission

Form of order sought

The applicant claims that the Court should:

— annul the decision of 2 November 2016 by which the Commission refused to grant prior authorisation for the reimbursement of medical costs relating to the applicant's medical treatment;

— order the European Commission to pay the costs.

Pleas in law and main arguments

In support of the action, the applicant relies on a single plea in law, alleging a manifest error of assessment vitiating the ground for refusal to reimburse based on the alleged lack of scientific validity of the treatment at issue.

Action brought on 30 August 2017 — EIB v Syria

(Case T-588/17)

(2017/C 369/45)

Language of the case: English

Parties

Applicant: European Investment Bank (represented by: P. Chamberlain, T. Gilliams, J. Shirran and F. de Borja Oxangoiti Briones agents, D. Arts, lawyer and T. Cusworth, solicitor)

Defendant: Syrian Arab Republic

Form of order sought

The applicant claims that the Court should impose on Syria the order:

— for payment of all sums due to it under Articles 3.01, 3.02, 4.01, 9.01 and 9.02 of the Euphrates Drainage and Irrigation Loan Agreement, comprising:

  — 2 184 271,58 euro, the amount due to it as at 25 August 2017, which is all principal, interest and contractual default interest (accrued from the due date to 25 August 2017);

  — further contractual default interest, accruing at the annual rate of 3,5 % (350 basis points), until payment is made;

  — all applicable taxes, duties, fees and professional fees accruing from the due date until the date payment is made, including costs related to the present proceedings.

— In any event, for payment of the amount due to it for instalments which will fall due after the date of this application and for which Syria fails to make a payment, comprising:

  — all principal and interest for each instalment;

— contractual default interest, accruing at the annual rate of 3,5 % (350 basis points), from the due date of each instalment until payment is made by Syria.

— 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 Syria is in default if its contractual obligations under Article 3.01 and 4.01 of the Euphrates Drainage and Irrigation Loan Agreement to make payment of the instalments under the Euphrates Drainage and Irrigation Loan Agreement as they have fallen due, and under Article 3.02 of the Euphrates Drainage and Irrigation Loan Agreement to make payment of default interest on each of the instalments due and not paid, accruing at the annual rate therein. Consequently, Syria is contractually obligated to pay all amounts due under Articles 3.01, 3.02, 4.01, 9.01 and 9.02 of the Euphrates Drainage and Irrigation Loan Agreement.

Action brought on 30 August 2017 — EIB v Syria

(Case T-589/17)

(2017/C 369/46)

Language of the case: English

Parties

Applicant: European Investment Bank (represented by: P. Chamberlain, T. Gilliams, J. Shirran and F. de Borja Oxangoiti Briones agents, D. Arts, lawyer and T. Cusworth, solicitor)

Defendant: Syrian Arab Republic

Form of order sought

The applicant claims that the Court should impose on Syria the order:

— for payment of all sums due to it under Articles 3.01, 3.02, 4.01, 9.01 and 9.02 of the Aleppo — Tall Kojak Road Project Special Term Loan Agreement, comprising:

— 820 451,35 euro, being the amount due to it as at 25 August 2017, which is all principal, interest and contractual default interest (accrued from the due date to 25 August 2017);

— further contractual default interest, accruing at the annual rate of 3,5 % (350 basis points), until payment is made;

— all applicable legal costs, charges and expenses arising in connection with the conclusion and execution of the Loan Agreement, including costs related to the present proceedings.

— In any event, for payment of the amount due to it for instalments which will fall due after the date of this application and for which Syria fails to make a payment, comprising:

— all principal and interest for each instalment;

— contractual default interest, accruing at the annual rate of 3,5 % (350 basis points), from the due date of each instalment until payment is made by Syria.

— 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 Syria is in default of its contractual obligations under Articles 3.01 and 4.01 of the Aleppo — Tall Kojak Road Project Special Term Loan Agreement to make payment of the instalments under the Aleppo — Tall Kojak Road Project Special Term Loan Agreement as they have fallen due, and under Article 3.02 of the Aleppo — Tall Kojak Road Project Special Term Loan Agreement to make payment of default interest on each of the instalments due and not paid, accruing at the annual rate therein. Consequently, Syria is obligated to pay all amounts due under Articles 3.01, 3.02, 4.01, 9.01 and 9.02 of the Aleppo — Tall Kojak Road Project Special Term Loan Agreement.

Action brought on 30 August 2017 — EIB v Syria

(Case T-590/17)

(2017/C 369/47)

Language of the case: English

Parties

Applicant: European Investment Bank (represented by: P. Chamberlain, T. Gilliams, J. Shirran and F. de Borja Oxangoiti Briones, agents, D. Arts, lawyer and T. Cusworth, solicitor)

Defendant: Syrian Arab Republic

Form of order sought

The applicant claims that the Court should impose on Syria the order:

— for payment of all sums due to it under Articles 3.01, 3.02, 4.01, 9.01 and 9.02 of the Water Supply Sweida Region Loan Agreement, comprising:

  — 726 942,81 euro, the amount due to it as at 25 August 2017, which is all principal, interest and contractual default interest (accrued from the due date to 25 August 2017);

  — further contractual default interest, accruing at the annual rate of 3,5 % (350 basis points), until payment is made;

  — all applicable taxes, duties, fees and professional fees accruing from the due date until the date payment is made, including costs related to the present proceedings.

— In any event, for payment of the amount due to it for instalments which will fall due after the date of this application and for which Syria fails to make a payment, comprising:

  — all principal and interest for each instalment;

  — contractual default interest, accruing at the annual rate of 3,5 % (350 basis points), from the due date of each instalment until payment is made by Syria.

— 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 Syria is in default of its contractual obligations under Articles 3.01 and 4.01 of the Water Supply Sweida Region Loan Agreement to make payment of the instalments under the Water Supply Sweida Region Loan Agreement as they have fallen due, and under Article 3.02 of the Water Supply Sweida Region Loan Agreement to make payment of default interest on each of the instalments due and not paid, accruing at the annual rate therein. Consequently, Syria is contractually obligated to pay all amounts due under Articles 3.01, 3.02, 4.01, 9.01 and 9.02 of the Water Supply Sweida Region Loan Agreement.

Action brought on 30 August 2017 — EIB v Syria

(Case T-591/17)

(2017/C 369/48)

Language of the case: English

Parties

Applicant: European Investment Bank (represented by: P. Chamberlain, T. Gilliams, J. Shirran and F. de Borja Oxangoiti Briones, agents, D. Arts, lawyer and T. Cusworth, solicitor)

Defendant: Syrian Arab Republic

Form of order sought

The applicant claims that the Court should impose on Syria the order:

— for payment of all sums due to it under Articles 3.01, 3.02, 4.01, 9.01 and 9.02 of the Water Supply Deir Ez Zor Region Loan Agreement, comprising:

  — 404 425,58 euro, the amount due to it as at 25 August 2017, which is all principal, interest and contractual default interest (accrued from the due date to 25 August 2017);

  — further contractual default interest, accruing at the annual rate of 3,5 % (350 basis points), until payment is made;

  — all applicable taxes, duties, fees and professional fees accruing from the due date until the date payment is made, including costs related to the present proceedings.

— In any event, for payment of the amount due to it for instalments which will fall due after the date of this application and for which Syria fails to make a payment, comprising:

  — all principal and interest for each instalment;

  — contractual default interest, accruing at the annual rate of 3,5 % (350 basis points), from the due date of each instalment until payment is made by Syria.

— 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 Syria is in default of its contractual obligations under Articles 3.01 and 4.01 of the Water Supply Deir Ez Zor Region Loan Agreement to make payment of the instalments under the Water Supply Deir Ez Zor Region Loan Agreement as they have fallen due, and under Article 3.02 of the Water Supply Deir Ez Zor Region Loan Agreement to make payment of default interest on each of the instalments due and not paid, accruing at the annual rate therein. Consequently, Syria is contractually obligated to pay all amounts due under Articles 3.01, 3.02, 4.01, 9.01 and 9.02 of the Water Supply Deir Ez Zor Region Loan Agreement.

Action brought on 5 September 2017 — Thun v EUIPO (Figurine representing a fish)

(Case T-604/17)

(2017/C 369/49)

Language of the case: Italian

Parties

Applicant: Thun SpA (Bolzano, Italy) (represented by: B. Giordano, lawyer)

Defendant: European Union Intellectual Property Office (EUIPO)

Details of the proceedings before EUIPO

Design at issue: Community design — (Figurine representing a fish) — Application for registration No 336 805-0059

Contested decision: Decision of the Third Board of Appeal of EUIPO of 9 June 2017 in Case R 1680/2016-3

Form of order sought

The applicant claims that the Court should:

— annul the contested decision;

— grant the application for *restitutio in integrum*;

— order EUIPO to pay the costs.

Plea in law

— Infringement of Article 67 of Regulation (EC) No 6/2002 on Community designs.

Action brought on 6 September 2017 — Grupo Bimbo/EUIPO — DF World of Spices (TAKIS FUEGO)

(Case T-608/17)

(2017/C 369/50)

Language in which the application was lodged: English

Parties

Applicant(s): Grupo Bimbo, SAB de CV (México, Mexico) (represented by: N. Fernández Fernández-Pacheco, abogado)

Defendant: European Union Intellectual Property Office (EUIPO)

Other party to the proceedings before the Board of Appeal: DF World of Spices GmbH (Dissen, Germany)

Details of the proceedings before EUIPO

Applicant of the trade mark at issue: Applicant to the proceedings before the Board of Appeal

Trade mark at issue: EU word mark 'TAKIS FUEGO' — Application for registration No 11 841 087

Procedure before EUIPO: Opposition proceedings

Contested decision: Decision of the fourth Board of Appeal of EUIPO of 4 July 2017 in Case R 2300/2016-4

Form of order sought

The applicant claims that the Court should:

— set aside the contested decision;

— order the intervener to bear the costs.

Plea in law

— Infringement of Article 8(1)(b) Regulation No 207/2009.

Action brought on 11 September 2017 — Google and Alphabet v Commission

(Case T-612/17)

(2017/C 369/51)

Language of the case: English

Parties

Applicants: Google Inc. (Mountain View, California, United States) and Alphabet Inc. (Mountain View) (represented by: T. Graf, R. Snelders and C. Thomas, lawyers, K. Fountoukakos-Kyriakakos, Solicitor, R. O'Donoghue and D. Piccinin, Barristers)

Defendant: European Commission

Form of order sought

The applicants claim that the Court should:

— annul the Commission decision of 27 June 2017 relating to proceedings under Article 102 TFUE and Article 54 of the Agreement on the EEA (AT.39741 — Google Search (Shopping));

— in the alternative, annul or reduce the fine imposed on the Applicants in exercise of the Court's unlimited jurisdiction, and

— in any event, order the Commission to bear the Applicants' costs and expenses in connection with these proceedings.

Pleas in law and main arguments

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

1. First plea in law, alleging that the contested decision errs in finding that Google favoured a Google comparison shopping service by showing grouped product results (Product Universals).

   — The applicants put forward that the contested decision misstates the facts. According to the applicants, Google launched grouped product results to improve quality, not to drive traffic to a Google comparison shopping service.

   — The applicants further put forward that the contested decision errs in finding that treating product results and generic results differently involved favouring, when there was no discrimination.

   — The applicants finally put forward that the contested decision violates the legal standard for assessing Google's objective justifications for showing Product Universals.

2. Second plea in law, alleging that the contested decision errs in finding that Google favours a Google comparison shopping service by showing grouped product ads (Shopping Units).

   — The applicants put forward that the contested decision errs in finding that treating grouped product ads and free generic results differently involves favouring, when there is no discrimination.

   — The applicants further put forward that the contested decision errs in finding that product ads in Shopping Units benefit a Google comparison shopping service.

   — The applicants finally put forward that the contested decision violates the legal standard for assessing Google's objective justifications for showing Shopping Units.

3. Third plea in law, alleging that the contested decision errs in finding that the alleged abusive conduct diverted Google search traffic.

   — The applicants put forward that the contested decision does not demonstrate that the alleged abusive conduct decreased Google search traffic to aggregators.

   — The applicants further put forward that the contested decision does not demonstrate that the alleged abusive conduct increased traffic to a Google comparison shopping service.

4. Fourth plea in law, alleging that the contested decision errs in finding that the alleged abusive conduct is likely to have anticompetitive effects.

   — The applicants put forward that the contested decision errs because it speculates about potential anticompetitive effects without examining actual market developments.

   — The applicants further put forward that the contested decision fails to take proper account of the competitive constraint exercised by merchant platforms.

   — The applicants finally put forward that even if the competitive analysis could be limited to aggregators, the contested decision fails to show anticompetitive effects.

5. Fifth plea in law, alleging that the contested decision errs by treating quality improvements that constitute competition on the merits as abusive.

   — The applicants put forward that the decision wrongly characterises Google's product improvements in general search as abusive leveraging.

   — The applicants further put forward that the contested decision demands that Google supply aggregators with access to its product improvements, without meeting the requisite legal conditions.

6. Sixth plea in law, alleging that the contested decision errs in imposing a fine.

   — The applicants put forward that a fine was not warranted because the Commission advanced a novel theory, selected the case for commitments, and previously rejected the remedy.

   — The applicants further put forward that the contested decision errs in calculating the fine.

Action brought on 13 September 2017 — Poland v Commission

(Case T-624/17)

(2017/C 369/52)

Language of the case: Polish

Parties

Applicant: Republic of Poland (represented by: B. Majczyna, acting as Agent)

Defendant: European Commission

Form of order sought

The applicant claims that the Court should:

— annul the Commission's decision of 30 June 2017 on the State aid SA.44351 (2016/C) (ex 2016/NN) implemented by Poland for the tax on the retail sector, notified under document C(2017) 4449; and

— order the European Commission to pay the costs.

Pleas in law and main arguments

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

1. First plea in law, alleging that the Commission incorrectly classified the Polish tax on the retail sector as State aid within the meaning of Article 107(1) TFEU by reason of a manifest error in its assessment of the condition of selectivity.

2. Second plea in law, alleging that the contested decision contains a deficient and inadequate statement of reasons.

Action brought on 18 September 2017 — Czech Republic v Commission

(Case T-629/17)

(2017/C 369/53)

Language of the case: Czech

Parties

Applicant: Czech Republic (represented by: M. Smolek, J. Vláčil and T. Müller, acting as Agents)

Defendant: European Commission

Form of order sought

— annul Commission Implementing Decision C(2017) 4682 final of 6 July 2017 cancelling part of the European Social Fund assistance for the operational programme Education for Competitiveness under the 'Convergence' and 'Regional Competitiveness and Employment' objectives in the Czech Republic and part of the European Regional Development Fund assistance for the operational programmes Research and Development for Innovations under the 'Convergence' objective in the Czech Republic and Technical Assistance under the 'Convergence' and 'Regional Competitiveness and Employment' objectives in the Czech Republic;

— order the European Commission to pay the costs.

Pleas in law and main arguments

In support of the action, the applicant relies on one plea in law, alleging an infringement of Article 99(1)(a) of Council Regulation (EC) No 1083/2006 of 11 July 2006 ([1]) laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) No 1260/1999, in conjunction with Article 16(b) of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 ([2]) on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts. The Commission imposed financial corrections for alleged irregularities in awards of public contracts which, however, constitute a procedure permitted by Article 16(b) of Directive 2004/18. The Commission wrongly takes the view that the exception to the rules for the award of public contracts under Article 16(b) of Directive 2004/18 concerning programme content applies only to contracting authorities which are broadcasters.

([1]) OJ 2006 L 210, p. 25.
([2]) OJ 2004 L 134, p. 114.

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