

**Order of the Court of First Instance of 9 June 2006 —
Achaiber Sing v Commission**

(Case T-4/04) ⁽¹⁾

(Non-contractual liability of the Community — Animal health — Requirements for the import of birds — Agreement on the application of health and phyto-sanitary measures — Compensation for damage — Partial inadmissibility — Action manifestly lacking any foundation in law)

(2006/C 190/36)

Language of the case: Dutch

Parties

Applicant: R.K. Achaiber Sing (Leiden, Netherlands) (represented by: J. Wilgers and J. van Duin, lawyers)

Defendant: Commission of the European Communities (represented by: P. Kuijper, T. van Rijn and M. van Heezik, Agents)

Re:

Compensation for the damage allegedly suffered by the applicant owing to the application of Commission Decision 2000/666/EC of 16 October 2000 laying down the animal health requirements and the veterinary certification for the import of birds, other than poultry and the conditions for quarantine (OJ 2000 L 278, p. 26)

Operative part of the order

1. *The action is dismissed.*
2. *The applicant shall pay the costs incurred by the Commission, including those relating to the plea of inadmissibility*

⁽¹⁾ OJ C 59, 6.3.2004.

**Order of the Court of First Instance of 19 May 2006 —
Falcon Sporting Goods v OHIM (BIN LADIN)**

(Case T-487/04) ⁽¹⁾

(Community trade mark — Refusal of registration — Withdrawal of the application for registration — No need to adjudicate)

(2006/C 190/37)

Language of the case: French

Parties

Applicant: Falcon Sporting Goods AG (Zug, Switzerland) (represented by: J. Weigell, lawyer)

Defendant: Office for Harmonisation in the Internal market (Trade Marks and Designs) (represented by: A. Folliard-Monguiral, Agent)

Re:

Action against the decision of the Second Board of Appeal of OHIM of 29 September 2004 (Case R 176/2004-2) concerning the refusal to register the word mark 'BIN LADIN'

Operative part of the order

1. *There is no further need to adjudicate on the action.*
2. *The applicant shall pay the costs.*

⁽¹⁾ OJ C 57, 5.3.2005.

**Order of the Court of First Instance of 19 May 2006 —
Falcon Sporting Goods v OHIM (BIN LADIN)**

(Case T-488/04) ⁽¹⁾

(Community trade mark — Refusal of registration — Withdrawal of the application for registration — No need to adjudicate)

(2006/C 190/38)

Language of the case: French

Parties

Applicant: Falcon Sporting Goods AG (Zug, Switzerland) (represented by: J. Weigell, lawyer)

Defendant: Office for Harmonisation in the Internal market (Trade Marks and Designs) (represented by: A. Folliard-Monguiral, Agent)

Re:

Action against the decision of the Second Board of Appeal of OHIM of 29 September 2004 (Case R 176/2004-2) concerning the refusal to register the word mark 'BIN LADIN'

Operative part of the order

1. *There is no further need to adjudicate on the action.*
2. *The applicant shall pay the costs.*

(¹) OJ C 57, 5.3.2005.

Action brought on 21 March 2006 — Nikolaos Theofilopoulos v Commission of the European Communities

(Case T-91/06)

(2006/C 190/39)

Language of the case: Greek

Parties

Applicant: Nikolaos Theofilopoulos (Athens, Greece) (represented by: P. Miliarakis, lawyer)

Defendant: Commission of the European Communities

Form of order sought

The Court is asked to:

- order the Commission to return letters of guarantee Nos 81928/6.12.1995, 819837/6.12.1995, 819838/6.12.1995, 822611/22.12.1995 and 830671/17.3.1996 of the Tamio Sintaxion Mikhanikon and Ergolipton Dimosion Ergon (TSMEDE);
- order the Commission to pay EUR 202 697,72 or, in the alternative, EUR 199 219,69 in respect of material damage arising up to February 2006;
- order the Commission to pay EUR 100 000 in respect of non-material damage;
- order the Commission to pay the costs.

Pleas in law and main arguments

The applicant states that, following his own guarantee, the five letters of guarantee were issued by TSMEDE for the companies 'Impetus EPE' and 'Impetus AEVE', on which he is President and Managing Director. Those letters of guarantee were lodged by the above companies with the Commission in connection with contracts which they had entered into with the Commission. The applicant maintains that the Commission unlawfully and culpably refused to return those letters of guarantee, although it had no reason to retain them. He considers that that unlawful and culpable conduct of the Commission's bodies justifies this application, since he himself is required to pay TSMEDE the amounts in respect of which those letters were issued.

Action brought on 5 April 2006 — INET ELLAS — ELEKTRONIKI IPIRESIA PLIROFORION E.P.E. v Commission of the European Communities

(Case T-107/06)

(2006/C 190/40)

Language of the case: Greek

Parties

Applicant: INET HELLAS — ELEKTRONIKI IPIRESIA PLIROFORION E.P.E. (Athens, Greece) (represented by: B. Khatzopoulos, lawyer)

Defendant: Commission of the European Communities

Form of order sought

The Court is asked to:

- annul European Commission document No. INFSO/A3/VS D(2006)703641/31.1.2006;
- order the defendant to pay the costs.

Pleas in law and main arguments

The applicant maintains that the contested document is unlawful because it wrongly assumes that registration of the domain name co.eu. on the Web is prohibited by the rules of Community law. In fact, however, no Community provision prohibits registration of the domain name co.eu. To the contrary, Regulation No 40/94 requires its registration.