

EUROPEAN UNION CIVIL SERVICE TRIBUNAL

Judgment of the Civil Service Tribunal of 7 November 2007 — Jacques Hinderyckx v Council

(Case F-57/06) ⁽¹⁾

(Officials — Promotion — 2005 Promotion Exercise — Non-inclusion in list of promoted officials — Infringement of Article 45 of the Staff Regulations — Consideration of comparative merits — Staff reports from different institutions)

(2008/C 37/55)

Language of the case: French

Parties

Applicant: Jacques Hinderyckx (Brussels, Belgium) (represented by: J. Martin, lawyer)

Defendant: Council of the European Union (represented by: M. Simm and M. Bauer, agents)

Re:

Annulment of the decision not to promote the applicant to Grade B*8 in the 2005 promotion exercise, and application for compensation

Operative part of the judgment

The Tribunal:

1. *dismisses the action;*
2. *orders the Council of the European Union, in addition to its own costs, to bear one third of the costs of Mr Hinderyckx*
3. *orders Mr Hinderyckx to bear two thirds of his costs.*

⁽¹⁾ OJ C 178 of 29.7.2006, p. 34.

Action brought on 29 August 2007 — Dominguez Gonzalez v Commission

(Case F-88/07)

(2008/C 37/56)

Language of the case: Spanish

Parties

Applicant: Juan Luís Domínguez González (Girona, Spain) (represented by: R. Nicolazzi Angelats, lawyer)

Defendant: Commission of the European Communities

Form of order sought

- order the defendant to pay the applicant EUR 20 310,68 for damages, not including material and personal damages, and the costs of the application;
- order the defendant to pay the costs.

Pleas in law and main arguments

This application seeks compensation for damages, which, according to the applicant, arise from the Commission's decision of 20 July 1999 to terminate his contract with the Humanitarian Aid Department of the European Community (ECHO) that he signed on 1 July 1999 after passing the medical examination provided for in the contract.

In support of his application the applicant claims principally that:

- the contract was terminated on the basis of an examination of his medical problems which was conducted without using up to date information and therefore without taking account of his current state of health;
- he did not receive any answer to the series of letters sent to the responsible persons at ECHO in order to rectify the earlier error.
- the Commission breached the terms of the contract stipulating that it could enter into force only when the employee's state of health had been positively evaluated.
- the Commission infringed his rights of defence.