

*Defendant:* European Union Intellectual Property Office (EUIPO)

*Other party to the proceedings before the Board of Appeal:* Compagnie des gaz de pétrole Primagaz (Paris, France)

### **Details of the proceedings before EUIPO**

*Applicant for the trade mark at issue:* Applicant

*Trade mark at issue:* European Union figurative mark containing the word elements 'KALON AL CENTRO DELLA FAMIGLIA' — Application for registration No 14 740 559

*Procedure before EUIPO:* Opposition proceedings

*Contested decision:* Decision of the Second Board of Appeal of EUIPO of 27 November 2017 in Case R 1271/2017-2

### **Form of order sought**

The applicant claims that the Court should:

- alter the contested decision in its entirety;
- order the registration of the mark.

### **Plea in law**

- Infringement of Article 8(1)(b) of Regulation 2017/1001.

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## **Action brought on 5 March 2018 — Szegedi v Parliament**

**(Case T-135/18)**

(2018/C 182/29)

*Language of the case: Hungarian*

### **Parties**

*Applicant:* Csanád Szegedi (Budapest, Hungary) (represented by: Kristóf Bodó, lawyer)

*Defendant:* European Parliament

### **Form of order sought**

The applicant claims that the General Court should:

- annul debit note No 2017-1635 issued by the Secretary-General of the European Parliament;
- annul the recovery decision, in the amount of EUR 264 196,11, adopted by the Secretary-General of the European Parliament on 30 November 2017.

### **Pleas in law and main arguments**

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

1. First plea in law, alleging that, in the Secretary-General's decision, the findings concerning reimbursement of travel expenses and of expenses for accredited parliamentary assistants were unfounded. The applicant claimed the reimbursement of travel expenses only in those cases in which he was entitled to do so in accordance with Decision No 2009/C 159/01 of the Bureau of the European Parliament concerning implementing measures for the Statute for Members of the European Parliament.

The accredited parliamentary assistants referred to in the decision, who had a contractual relationship with the European Parliament, performed support tasks in relation to the applicant's role as a Member of the European Parliament (MEP) in Brussels and Strasbourg.

2. Second plea in law, alleging breach of the principle of equality of arms.

The applicant did not have access to the evidence supporting the facts set out in the Secretary-General's decision. Although the applicant submitted a written request, the Secretary-General did not provide him with that evidence, which prevented him from at any time submitting observations on the substance. The Secretary-General's decision, on which the debit note was based, as a legal measure affecting the applicant, was adopted in breach of the principles of impartial and fair procedure, equality of arms and the applicant's rights of defence.

3. Third plea in law, alleging that the Secretary-General's decision was vitiated by an error of law as regards the burden of proof. Contrary to what was stated in the Secretary-General's decision, the arguments set out in paragraph 54 of the Court's judgment of 10 October 2014 in Case T-479/13, *Marciani v Parliament*, cannot be considered relevant in the present case, precisely because in the case of MEP Marciani the so-called 'GDD Rules' (Rules governing the payment of expenses and allowances to Members of the European Parliament) had to be applied, whereas, during the applicant's mandate as a MEP, Council Regulation (EC) No 160/2009 was already in force.

4. Fourth plea in law, alleging that there is no legal basis for reimbursement of the salary paid to the accredited parliamentary assistants. This plea has two limbs:

The first limb of the fourth plea alleges that there is no legal relationship between the applicant and the European Parliament. Since the entry into force of Regulation (EC) No 160/2009, it is the European Parliament, and not the MEP, which has a legal relationship with the accredited parliamentary assistant and the European Parliament does not reimburse expenses, but pays a salary. As regards the employment relationship of accredited parliamentary assistants, the applicant has no contractual relationship with the European Parliament. The European Parliament did not pay the applicant the relevant salary for the accredited parliamentary assistant. In the absence of any legal relationship or any basis in law, the applicant cannot be under any obligation to reimburse the European Parliament.

The second limb of the fourth plea in law alleges that activity outside the accredited parliamentary assistants' work does not give rise to any right to the repayment of the salary paid. Article 12 of the Staff Regulations of Officials of the European Union does not prohibit the exercise of an activity outside the service, but requires only that the relevant consent be obtained from the appointing authority. On the other hand, where consent is not requested, the rules do not lay down penalties in the form of full reimbursement of the salary paid.

5. Fifth plea in law, alleging that a rule which lays down a requirement may not be applied retroactively. Point 8 of the Secretary-General's decision refers to, as part of the legal basis for the decision, Article 39a of the Implementing Measures, although the Decision of the Bureau of the European Parliament amending the Implementing Measures for the Statute for Members of the European Parliament (2015/C 397/03) has been applicable from 1 January 2016, with the result that it is not relevant to the present dispute.

6. Sixth plea in law, alleging a failure to state reasons and infringement of the principle of proportionality, as regards the determination of the amount. The amount claimed is not justified in detail or by means of a calculation, and assumes that the parliamentary assistant never worked for the applicant.

7. Seventh plea in law, alleging that an assessment was made of the document confirming the date of travel, attached to the request for reimbursement of travel expenses, which departed from its purpose and drew an incorrect inference from that document.