

Judgment of the General Court of 16 June 2015 — Best-Lock (Europe) v OHIM — Lego Juris (Shape of a toy figure)

(Case T-395/14) ⁽¹⁾

(Community trade mark — Invalidity proceedings — Three-dimensional Community trade mark — Shape of a toy figure — Absolute grounds for refusal — Sign consisting exclusively of the shape which results from the nature of the goods themselves — Sign consisting exclusively of the shape of goods which is necessary to obtain a technical result — Article 7(1)(e)(i) and (ii) of Regulation (EC) No 207/2009 — Bad faith — Article 52(1)(b) of Regulation No 207/2009)

(2015/C 262/33)

Language of the case: English

Parties

Applicant: Best-Lock (Europe) Ltd (Colne, United Kingdom) (represented by: J. Becker, lawyer)

Defendant: Office for Harmonisation in the Internal Market (Trade Marks and Designs) (represented by: D. Hanf and A. Folliard-Monguiral, acting as Agents)

Other party to the proceedings before the Board of Appeal of OHIM, intervener before the General Court: Lego Juris A/S (Billund, Denmark) (represented by: V. von Bomhard, lawyer)

Re:

Action brought against the decision of the Fourth Board of Appeal of OHIM of 26 March 2014 (Case R 1695/2013-4), concerning invalidity proceedings between Best-Lock (Europe) Ltd and Lego Juris A/S.

Operative part of the judgment

The Court:

- 1) *Dismisses the action;*
- 2) *Orders Best-Lock (Europe) Ltd to pay the costs.*

⁽¹⁾ OJ C 315, 15.9.2014.

Judgment of the General Court of 16 June 2015 — Best-Lock (Europe) v OHIM — Lego Juris (Shape of a toy figure with protrusion)

(Case T-396/14) ⁽¹⁾

(Community trade mark — Invalidity proceedings — Three-dimensional Community trade mark — Shape of a toy figure with protrusion — Absolute grounds for refusal — Sign consisting exclusively of the shape which results from the nature of the goods themselves — Sign consisting exclusively of the shape of goods which is necessary to obtain a technical result — Article 7(1)(e)(i) and (ii) of Regulation (EC) No 207/2009)

(2015/C 262/34)

Language of the case: English

Parties

Applicant: Best-Lock (Europe) Ltd (Colne, United Kingdom) (represented by: J. Becker, lawyer)

Defendant: Office for Harmonisation in the Internal Market (Trade Marks and Designs) (represented by: D. Hanf and A. Folliard-Monguiral, acting as Agents)

Other party to the proceedings before the Board of Appeal of OHIM, intervener before the General Court: Lego Juris A/S (Billund, Denmark) (represented by: V. von Bomhard, lawyer)

Re:

Action brought against the decision of the Fourth Board of Appeal of OHIM of 26 March 2014 (Case R 1696/2013-4), concerning invalidity proceedings between Best-Lock (Europe) Ltd and Lego Juris A/S.

Operative part of the judgment

The Court:

- 1) *Dismisses the action;*
- 2) *Orders Best-Lock (Europe) Ltd to pay the costs.*

⁽¹⁾ OJ C 315, 15.9.2014.

Judgment of the General Court of 24 June 2015 — Infocit v OHIM — DIN (DINKOOL)

(Case T-621/14) ⁽¹⁾

(Community trade mark — Opposition proceedings — Application for Community word mark DINKOOL — Earlier international figurative mark DIN — Earlier national business identifier DIN — Relative ground for refusal — Likelihood of confusion — Article 8(1)(b) of Regulation (EC) No 207/2009)

(2015/C 262/35)

Language of the case: English

Parties

Applicant: Infocit — Prestação de Serviços, Comércio Geral e Indústria (Luanda, Angola) (represented by: A. Oliveira, lawyer)

Defendant: Office for Harmonisation in the Internal Market (Trade Marks and Designs) (represented by: M. Fischer, acting as Agent)

Other party to the proceedings before the Board of Appeal of OHIM, intervener before the General Court: DIN — Deutsches Institut für Normung eV (Berlin, Germany) (represented by M. Bagh, lawyer)

Re:

Action brought against the decision of the Second Board of Appeal of OHIM of 4 June 2014 (Case R 1312/2013-2) concerning opposition proceedings between DIN — Deutsches Institut für Normung eV and Infocit — Prestação de Serviços, Comércio Geral e Indústria, Lda.

Operative part of the judgment

The Court:

1. *Dismisses the action;*
2. *Orders Infocit — Prestação de Serviços, Comércio Geral e Indústria, Lda, to bear its own costs and pay those incurred by the Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM);*
3. *Orders DIN — Deutsches Institut für Normung eV to bear its own costs.*

⁽¹⁾ OJ C 351, 6.10.2014.