

Other party to the proceedings before the Board of Appeal of EUIPO intervening before the General Court: Cryo-Save AG (Freienbach, Switzerland) (represented by: C. Onken, lawyer)

Re:

Action brought against the decision of the Fourth Board of Appeal of EUIPO of 4 July 2013 (Case R 1759/2012 4), relating to opposition proceedings between Cryo-Save AG and MedSkin Solutions Dr. Suwelack AG.

Operative part of the order

1. *There is no longer any need to adjudicate in the action;*
2. *MedSkin Solutions Dr. Suwelack AG and Cryo-Save AG are ordered to jointly and severally to bear the costs incurred by the European Union Intellectual Property Office (EUIPO);*
3. *MedSkin Solutions Dr. Suwelack AG et Cryo-Save AG are ordered to bear their own costs in accordance with the terms of their agreement.*

⁽¹⁾ OJ C 313, 26.10.2013.

Order of the General Court of 5 March 2018 — Estamede v ECB

(Case T-124/17) ⁽¹⁾

(Non-contractual liability — Economic and Monetary Policy — ECB — Restructuring of Greek Government debt — Involvement of a Greek public law body managing a pension fund for engineers and contractors carrying out public works — Absence of interest or assignment of the right to compensation — Disregard of the procedural requirements — Manifest inadmissibility)

(2018/C 152/44)

Language of the case: Greek

Parties

Applicant: Enosi Syntaxiouchon Tameiou Asfaliseon Michanikon kai Ergolipton Dimosion Ergon (Estamede) (Athens, Greece) (represented by: P. Miliarakis, lawyer)

Defendant: European Central Bank (ECB) (represented by: A. Koutsoukou and K. Laurinavičius, acting as Agents, and by H.-G. Kamann, lawyer)

Re:

Application pursuant to Article 263 TFEU seeking compensation for the damage allegedly suffered by the Eniaios Foreas Koinonikis Asfalis (EFKA) and, more particularly, its professional branch of engineers and contractors carrying out public works, the Tameio Syntaxeon Michanikon kai Ergolipton Dimosion Ergon (TSMEDE) (Tomeis Michanikon Ergolipton Dimosion Ergon), and its affiliates who retired following, in particular, the adoption by the ECB of Decision 2012/153/EU of 5 March 2012 on the eligibility of marketable debt instruments issued or fully guaranteed by the Hellenic Republic in the context of the Hellenic Republic's debt exchange offer (OJ 2012 L 77, p. 19), and other measures of the ECB connected with the restructuring of Greek Government debt.

Operative part of the order

1. *The action is dismissed as being manifestly inadmissible;*

2. The Enosi Syntaxiouchon Tameiou Asfaliseon Michanikon kai Ergolipton Dimosion Ergon (Estamede) is ordered to pay the costs.

⁽¹⁾ OJ C 151, 15.5.2017.

Order of the General Court of 9 March 2018 — Naftogaz of Ukraine v Commission

(Case T-196/17) ⁽¹⁾

(Action for annulment — Internal market in natural gas — Directive 2009/73/EC — Commission Decision on review of the exemption of the OPAL pipeline from the requirements on third-party access and tariff regulation — Lack of direct concern — Inadmissibility)

(2018/C 152/45)

Language of the case: English

Parties

Applicant: NJSC Naftogaz of Ukraine (Kiev, Ukraine) (represented by: D. Mjaaland, A. Haga, M. Krakowiak and P. Grzejszczak, lawyers)

Defendant: European Commission (represented by: Y. G. Marinova, O. Beynet and K. Herrmann, acting as Agents)

Re:

Action based on Article 263 TFEU and seeking annulment of Commission Decision C(2016) 6950 final of 28 October 2016 on the review of the conditions for exemption of the OPAL pipeline, granted under Directive 2003/55/EC, from the rules on third-party access and tariff regulation.

Operative part of the order

1. The action is dismissed as inadmissible.
2. There is no longer any need to adjudicate on the applications to intervene.
3. NJSC Naftogaz of Ukraine shall bear its own costs and the costs of the European Commission.
4. Naftogaz of Ukraine, the Commission, OPAL Gastransport GmbH & Co. KG, Gazprom Eksport LLC and Polskie Górnictwo Naftowe i Gazownictwo S.A. shall each bear their own costs relating to the applications to intervene.

⁽¹⁾ OJ C 151, 15.5.2017.

Order of the General Court of 27 February 2018 — SD v EIGE

(Case T-263/17) ⁽¹⁾

(Civil service — Members of the temporary staff — Fixed-term contracts — Decision not to renew — Request for renewal having the same purpose as a complaint within the meaning of Article 90(2) of the Staff Regulations — Inadmissibility)

(2018/C 152/46)

Language of the case: English

Parties

Applicant: SD (represented by: L. Levi and A. Blot, lawyers)