

84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') must be interpreted as meaning that it does not apply to national legislation, such as that at issue in the main proceedings, which does not pursue objectives related to consumer protection.

(¹) OJ C 32, 4.2.2012.

Order of the Court of 12 July 2012 — Muhamad Mugarby v Council of the European Union, European Commission

(Case C-581/11 P) (¹)

(Appeal — Action for a declaration of failure to act — Infringement of fundamental rights and of the Association Agreement between the European Community and the Republic of Lebanon — Failure of the Council and of the Commission to take measures against the Republic of Lebanon — Action for damages — Appeal clearly unfounded and clearly inadmissible)

(2013/C 9/39)

Language of the case: English

Parties

Appellant: Muhamad Mugarby (represented by: S. Delhaye, avocate)

Other parties to the proceedings: Council of the European Union (represented by: B. Driessen and M.-M. Joséphidès, acting as Agents), European Commission (represented by: S. Boelaert and F. Castillo de la Torre, acting as Agents)

Re:

Appeal brought against the order of the General Court (Third Chamber) of 6 September 2011 in Case T-292/09 *Mugarby v Council and Commission* dismissing an action for failure to act seeking a declaration that the Council and the Commission unlawfully omitted to take a decision on the then applicant's request concerning the adoption of measures against Lebanon on account of the alleged violation by the latter of the then applicant's fundamental rights and of the Association Agreement between the Community and the Republic of Lebanon, and dismissing, moreover, an action seeking compensation for the harm allegedly suffered by the then applicant as a result of those Community institutions' failure to act

Operative part of the order

1. *The appeal is dismissed.*
2. *Mr Mugarby shall pay the costs.*

(¹) OJ C 25, 28.1.2012.

Order of the Court (Seventh Chamber) of 18 September 2012 — Omnicare Inc. v Office for Harmonisation in the Internal Market (Trade Marks and Designs), Astellas Pharma GmbH

(Case C-587/11 P) (¹)

(Appeal — Community trade mark — Application for registration of the word sign 'OMNICARE CLINICAL RESEARCH' — Opposition — Decision of the Board of Appeal rejecting the application — Action — Judgment of the General Court dismissing that action — Withdrawal of the opposition — Appeal — No need to adjudicate)

(2013/C 9/40)

Language of the case: English

Parties

Appellant: Omnicare Inc. (represented by: M. Edenborough, QC)

Other parties to the proceedings: Office for Harmonisation in the Internal Market (Trade Marks and Designs) (represented by: J. Crespo Carrillo, acting as Agent), Astellas Pharma GmbH (represented by: M.L. Polo Carreño, abogada)

Re:

Appeal brought against the judgment of the General Court (First Chamber) of 9 September 2011 in Case T-289/09 *Omnicare v OHIM — Astellas Pharma (OMNICARE CLINICAL RESEARCH)*, in which the General Court dismissed an action, brought by the applicant for the word mark 'OMNICARE CLINICAL RESEARCH' for services in Class 42, for the annulment of Decision R 401/2008-4 of the Fourth Board of Appeal of the Office for Harmonisation in the Internal Market (OHIM) of 14 May 2009 annulling the Opposition Division's decision rejecting the opposition brought by the proprietor of the national mark 'OMNICARE' for services in Classes 35, 41 and 42 — Interpretation and application of Article 8(1)(b) of Regulation No 207/2009 — Concept of genuine use of an earlier mark — Mark used for services provided free of charge

Operative part of the order

1. *There is no need to adjudicate on the appeal brought by Omnicare Inc.*
2. *Omnicare Inc. shall pay the costs incurred by the Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM) in the course of the present proceedings and the proceedings for interim measures.*
3. *Omnicare Inc. and Astellas Pharma GmbH shall each bear their own costs.*

(¹) OJ C 25, 28.1.2012.