

EO

v

European Parliament

Judgment of the General Court (Fifth Chamber) of 11 June 2025

(Civil service – Members of the temporary staff – Contract of indefinite duration – Article 2(c) of the CEOS – Termination of the contract – Article 47(c)(i) of the CEOS – Breakdown in the relationship of trust – Obligation to state reasons – Article 3 of Annex IX to the Staff Regulations – Misuse of power or abuse of process – Presumption of innocence – Right to be heard – Manifest error of assessment – Principle of proportionality – Duty to have regard for the welfare of officials – Liability – Material and non-material harm)

1. Officials – Members of the temporary staff – Staff engaged by a political group in the European Parliament – Dismissal on grounds connected with the relationship of mutual trust – Obligation to state reasons – Scope

(Art. 296, second para., TFEU; Charter of Fundamental Rights of the European Union, Art. 41(2); Staff Regulations of Officials, Art. 25, second para.; Conditions of Employment of Other Servants, Arts 2(c), 127 and 139(1))

(see paragraphs 29-34)

2. Officials – Members of the temporary staff – Staff engaged by a political group in the European Parliament – Dismissal on grounds connected with the relationship of mutual trust – No obligation to hold a disciplinary procedure – No breach of the principle of proportionality

(Staff Regulations of Officials, Annex IX, Art. 3; Conditions of Employment of Other Servants, Arts 47(c)(i) and 49(1))

(see paragraphs 38-47, 90, 94, 95)

3. Actions brought by officials – Pleas in law – Plea based on the unlawfulness of acts that are unconnected with the subject matter of the action – Plea in law ineffective – Rejection

(see paragraphs 52, 53)

4. Officials – Members of the temporary staff – Staff engaged by a political group in the European Parliament – Dismissal on grounds connected with the relationship of mutual trust – Reference in the grounds for the decision to a press release announcing the suspension of the agent following serious misconduct in connection with an ongoing judicial investigation – No infringement of the right to the presumption of innocence

(Conditions of Employment of Other Servants, Art. 47(c)(i))

(see paragraphs 54-59)

5. Officials – Staff engaged by a political group in the European Parliament – Dismissal on grounds connected with the relationship of mutual trust – Observance of the rights of the defence – Obligation to hear the person concerned – Scope – Deadline for submitting written observations – Challenge by the person concerned – Burden of proof

(Charter of Fundamental Rights of the European Union, Art. 41(2); Conditions of Employment of Other Servants, Art. 47(c)(i))

(see paragraphs 68, 69, 77)

6. *Officials – Members of the temporary staff – Staff engaged by a political group in the European Parliament – Dismissal on grounds connected with the relationship of mutual trust – Judicial review – Limits*

(Conditions of Employment of Other Servants, Art. 47(c)(i))

(see paragraph 81)

7. *Officials – Members of the temporary staff – Staff engaged by a political group in the European Parliament – Dismissal on grounds connected with the relationship of mutual trust – Duty of the administration to have regard for the welfare of officials – Scope – Taking into consideration of the interests of the staff member concerned and those of the service – Limits*

(Conditions of Employment of Other Servants, Art. 47(c)(i))

(see paragraphs 99-101)

Résumé

Hearing an action brought by EO, a former member of the temporary staff of a political group in the European Parliament, the Court dismisses the action by which he sought annulment of the Parliament's decision terminating his contract ('the contested decision') and compensation for the material and non-material harm which he claimed to have suffered as a result of that decision. In that context, the Court ruled on whether the administration can, when it has initiated an administrative inquiry against a member of the temporary staff such as the applicant, terminate his or her contract without first adopting a decision on the initiation of disciplinary proceedings.

In the performance of his duties as a political adviser to that group, the applicant was involved in the drafting of a resolution on the situation of human rights in the context of the football World Cup in Qatar in 2022. In the days following the adoption of that resolution, the applicant was offered, by an accredited parliamentary assistant to an MEP of the same political group, two tickets to attend a match of the World Cup in question and payment of travel and accommodation expenses. A few days later, he travelled to Qatar with his partner.

In December 2022, the Belgian authorities opened an investigation into possible illicit lobbying activities by Qatar. They conducted searches in the offices of the European Parliament and arrested a number of persons, including the aforementioned accredited parliamentary assistant.

In January 2023, the president of the political group in question opened an administrative inquiry to determine whether the applicant had failed to comply with his obligations under the Staff Regulations.

In September 2023, before the outcome of the investigation, the group president adopted the contested decision on account of the breakdown in the relationship of trust between the political group and the applicant. The decision was taken to terminate the applicant's contract with notice pursuant to Article 47(c)(i) of the Conditions of Employment of Other Servants ('the CEOS'), and not to apply Article 49 of the CEOS, which provides that, after completion of the disciplinary procedure provided for in Annex IX to the Staff Regulations of Officials of the European Union ('the Staff Regulations'), employment may be terminated without notice on disciplinary grounds in serious cases of failure of staff to comply with their obligations.

Findings of the Court

The Court notes that, even where there is wrongful conduct on the part of a member of the temporary staff capable of justifying his or her dismissal on a disciplinary ground, there is no obligation on the administration to initiate disciplinary proceedings against him or her rather than using the option of unilaterally terminating the contract provided for in Article 47(c)(i) of the CEOS.

It is true that, after receiving the report drawn up following an investigation initiated pursuant to Article 2 of Annex IX to the Staff Regulations, the administration is required to follow one of the three

courses of action described in Article 3 of that annex, namely (i) decide that no case can be made, (ii) decide, even if there is or appears to have been a failure to comply with obligations, that no disciplinary measure is to be taken, or (iii) decide to initiate disciplinary proceedings.

However, the existence of a decision to be taken under Article 3 of Annex IX to the Staff Regulations does not prevent the administration from terminating the contract of indefinite duration of the person concerned with notice, pursuant to Article 47(c)(i) of the CEOS, where it finds that the information brought to its attention provides evidence of a breakdown in the relationship of trust preventing it from continuing the working relationship, irrespective of whether that information is also likely to reveal that the staff member failed to fulfil his or her obligations under the Staff Regulations.

Accordingly, the fact that the applicant's contract was terminated on the basis of Article 47(c)(i) of the CEOS does not constitute an infringement of Article 3 of Annex IX to the Staff Regulations.

The fact that the staff member's contract has been terminated does not prevent the administration from choosing between the three options laid down in Article 3 of Annex IX to the Staff Regulations, a choice which it is obliged to make, at the latest, when the findings of fact reached by the Belgian authorities become final. At most, if the administration considers that the applicant's alleged misconduct is sufficiently serious to justify the initiation of disciplinary proceedings, the only consequence of terminating his contract before disciplinary proceedings can be initiated is to limit the choice of sanctions that may be imposed on him.