

JUDGMENT OF THE COURT
21 JUNE 1958¹

**Wirtschaftsvereinigung Eisen- und Stahlindustrie,
Gußstahlwerk Carl Bönnhoff, Gußstahlwerk Witten,
Ruhrstahl and Eisenwerk Annahütte Alfred Zeller
v High Authority of the European Coal and Steel Community**

Case 13/57

Summary

1. *Procedure — Application for annulment — General decision — Association of undertakings as applicant — Capacity to institute proceedings before the Court of Justice*
(Cf. paragraph 1, summary in Case 8/57 of 21 June 1958)
2. *Procedure — Application for annulment — General decision — Association of undertakings as applicant — Misuse of powers — Admissibility*
(Cf. paragraph 2, summary in Case 8/57 of 21 June 1958)
3. *Procedure — Application for annulment — General decision — Association of undertakings as applicant — Misuse of powers — Admissibility*
(Cf. paragraph 1, summary in Case 10/57 of 26 June 1958)

4. *Procedure — Application for annulment — Joint application*

The submission of a joint application is valid since all the parties contest the decision adopted on the same points and rely on the same submissions.

5. *Procedure — Application for annulment — General decision — Group of individual decisions — Admissibility*

A decision is general when it establishes a legislative principle, imposes abstract conditions for its implementation and sets out the legal consequences entailed thereby. Such a general decision does not constitute a group of individual decisions affecting applicants even though it affects them individually

(Treaty, second paragraph of Article 33).

6. *Procedure — Application for annulment — General decision — Undertaking or association of undertakings as applicant — Submission based on infringement of the Treaty — Admissibility*

Pursuant to the second paragraph of Article 33 of the Treaty undertakings or the associations referred to in Article 48 may only institute proceedings against general decisions if they consider that such decisions involve a misuse of powers affecting them. Accordingly complaints based on infringement of the Treaty are inadmissible.

¹ — Language of the Case: German.

7. *Financial arrangements — Indirect means of action*
(Cf. paragraph 3, summary in Case 8/57 of 21 June 1958)
8. *Fundamental objectives of the Community*
 - (a) *Duties of the High Authority — Implementation of Articles 2 to 5*
(Cf. paragraph 4 (a), summary in Case 8/57 of 21 June 1958)
 - (b) *Reconciliation of the various objectives of Article 3*
(Cf. paragraph 4(b), Summary in Case 8/57 of 21 June 1958)
9. *Financial arrangements — System of allocation — Direct action on production*
(Cf. paragraph 6, summary in Case 8/57 of 21 June 1958)
10. *Influence on investments — Financial arrangements — Indirect action regarding investments*
(Cf. paragraph 7, summary in Case 8/57 of 21 June 1958)
11. *Financial charge imposed upon undertakings — Financial arrangement — Such arrangements not to be restrictive*
(Cf. paragraph 8, summary in Case 12/57 of 26 June 1958)

In Case 13/57

1. WIRTSCHAFTSVEREINIGUNG EISEN- UND STAHLINDUSTRIE, a trade association governed by German law, having its head office in Düsseldorf, represented by its President, Hans-Günther Sohl;
2. GUSSTAHLWERK CARL BÖNNHOFF, a partnership with limited liability governed by German law with its head office in Wetter (Ruhr), represented by Waldemar Bönnhoff and Horst Pegau;
3. GUSSTAHLWERK WITTEN, a limited company governed by German law, having its registered office in Witten, represented by Rudolf Kögl, Chairman, and Adolf Richter, Director;
4. RUHRSTAHL, a limited company governed by German law, having its registered office in Hattingen and its administrative offices in Witten, represented by its Chairman, Kurt Schmitz, and a member of its Board of Management, Rudolf Spolders;
5. EISENWERK ANNAHÜTTE ALFRED ZELLER, Hammerau, Upper Bavaria, represented by Mr Kurt Zeller, assisted by Heinrich Lietzmann of the Essen Bar, with an address for service in Luxembourg at the offices of André Robert, 31 boulevard Joseph-II,

applicants,