



Reports of Cases

JUDGMENT OF THE COURT (Ninth Chamber)

13 January 2022 *

(Reference for a preliminary ruling – Directive 2011/7/EU – Combating late payments in commercial transactions – Scope – Concept of ‘commercial transactions’ – Public authority acting in its capacity as creditor of an undertaking – Not included – Grant by a public authority of a usufruct of immovable property against payment of an annual fee)

In Case C-327/20,

REQUEST for a preliminary ruling under Article 267 TFEU from the Sąd Okręgowy w Opolu (Regional Court, Opole, Poland), made by decision of 10 March 2020, received at the Court on 22 July 2020, in the proceedings

Skarb Państwa – Starosta Nyski

v

New Media Development & Hotel Services sp. z o.o.,

THE COURT (Ninth Chamber),

composed of K. Jürimäe, President of the Third Chamber, acting as President of the Ninth Chamber, S. Rodin and N. Piçarra (Rapporteur), Judges,

Advocate General: J. Richard de la Tour,

Registrar: A. Calot Escobar,

having regard to the written procedure,

having considered the observations submitted on behalf of:

- the Polish Government, by B. Majczyna, acting as Agent,
- the European Commission, by M. Brauhoff and G. Gattinara, acting as Agents,

having decided, after hearing the Advocate General, to proceed to judgment without an Opinion,

gives the following

* Language of the case: Polish.

Judgment

- 1 This request for a preliminary ruling concerns the interpretation of Article 6(3)(b) of Directive 2000/35/EC of the European Parliament and of the Council of 29 June 2000 on combating late payment in commercial transactions (OJ 2000 L 200, p. 35), and of Article 2(1) and Article 12(4) of Directive 2011/7/EU of the European Parliament and of the Council of 16 February 2011 on combating late payment in commercial transactions (OJ 2011 L 48, p. 1).
- 2 The request has been made in proceedings between Skarb Państwa – Starosta Nyski (State Treasury – Nysa District, Poland; ‘the State Treasury’) and New Media Development & Hotel Services sp. z o.o. (‘New Media’) concerning the interest to be applied for late payment of an annual fee due to the State Treasury as payment for a perpetual usufruct of land assigned to New Media.

Legal background

European Union law

Directive 2011/7

- 3 Recitals 3, 8, 9, 14 and 23 of Directive 2011/7 state:
 - ‘(3) Many payments in commercial transactions between economic operators or between economic operators and public authorities are made later than agreed in the contract or laid down in the general commercial conditions. Although the goods are delivered or the services performed, many corresponding invoices are paid well after the deadline. Such late payment negatively affects liquidity and complicates the financial management of undertakings. It also affects their competitiveness and profitability when the creditor needs to obtain external financing because of late payment. The risk of such negative effects strongly increases in periods of economic downturn when access to financing is more difficult.
 - ...
 - (8) The scope of this Directive should be limited to payments made as remuneration for commercial transactions. This Directive should not regulate transactions with consumers, interest in connection with other payments, for instance payments under the laws on cheques and bills of exchange, or payments made as compensation for damages including payments from insurance companies. ...
 - (9) This Directive should regulate all commercial transactions irrespective of whether they are carried out between private or public undertakings or between undertakings and public authorities, given that public authorities handle a considerable volume of payments to undertakings. ...

...

(14) In the interest of consistency of Union legislation, the definition of “contracting authorities” in Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors [(O) 2004 L 134, p. 1)] and in Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public services contracts [(O) 2004 L 134, p. 114)] should apply for the purposes of this Directive.

...

(23) As a general rule, public authorities benefit from more secure, predictable and continuous revenue streams than undertakings. In addition, many public authorities can obtain financing at more attractive conditions than undertakings. At the same time, public authorities depend less than undertakings on building stable commercial relationships for the achievement of their aims. Long payment periods and late payment by public authorities for goods and services lead to unjustified costs for undertakings. It is therefore appropriate to introduce specific rules as regards commercial transactions for the supply of goods or services by undertakings to public authorities, which should provide in particular for payment periods normally not exceeding 30 calendar days, unless otherwise expressly agreed in the contract and provided it is objectively justified in the light of the particular nature or features of the contract, and in any event not exceeding 60 calendar days.’

4 Article 1 of that directive, which is headed ‘Subject matter and scope’, provides:

‘1. The aim of this Directive is to combat late payment in commercial transactions, in order to ensure the proper functioning of the internal market, thereby fostering the competitiveness of undertakings and in particular of [small and medium-sized enterprises (SMEs)].

2. This Directive shall apply to all payments made as remuneration for commercial transactions.

...’

5 Article 2 of Directive 2011/7, which is headed ‘Definitions’, is worded as follows:

‘For the purposes of this directive:

(1) “commercial transactions” means transactions between undertakings or between undertakings and public authorities which lead to the delivery of goods or the provision of services for remuneration;

(2) “public authority” means any contracting authority, as defined in point (a) of Article 2(1) of Directive [2004/17] and in Article 1(9) of Directive [2004/18], regardless of the subject or value of the contract;

(3) “undertaking” means any organisation, other than a public authority, acting in the course of its independent economic or professional activity, even where that activity is carried out by a single person;

...

(6) “statutory interest for late payment” means simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percentage points;

...’

6 Article 3 of Directive 2011/7, which concerns commercial transactions between undertakings, provides, in paragraph 1, that Member States are to ensure that, in such transactions, the creditor is entitled to interest for late payment without the necessity of a reminder, where the conditions laid down in that provision are satisfied.

7 Article 4 of that directive, which is headed ‘Transactions between undertakings and public authorities’, provides in paragraph 1:

‘Member States shall ensure that, in commercial transactions where the debtor is a public authority, the creditor is entitled upon expiry of the period defined in paragraphs 3, 4 or 6 to statutory interest for late payment, without the necessity of a reminder, where the following conditions are satisfied:

(a) the creditor has fulfilled its contractual and legal obligations; and

(b) the creditor has not received the amount due on time, unless the debtor is not responsible for the delay.

...’

8 By virtue of the first paragraph of Article 13 of Directive 2011/7, Directive 2000/35 was repealed with effect from 16 March 2013.

Directive 2004/17

9 Article 2(1)(a) of Directive 2004/17 defines ‘contracting authorities’ as ‘State, regional or local authorities, bodies governed by public law, associations formed by one or several such authorities or one or several of such bodies governed by public law’.

10 That definition corresponds, essentially, to that contained in Article 3(1) of Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17 (OJ 2014 L 94, p. 243), with effect from 18 April 2016.

Directive 2004/18

11 Article 1(9) of Directive 2004/18 defined ‘Contracting authorities’ in essentially the same terms as Article 2(1)(a) of Directive 2004/17.

12 Directive 2004/18 has been replaced by Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18 (OJ 2014 L 94, p. 65), with effect from 18 April 2016. Article 2(1)(1) and Article 10(a) of Directive 2014/24 correspond, respectively, to Article 1(9) and Article 16(a) of Directive 2004/18.

Polish law

The Law of 8 March 2013

13 The ustawa o przeciwdziałaniu nadmiernym opóźnieniom w transakcjach handlowych (Law on counteracting excessive delays in commercial transactions, consolidated text) of 8 March 2013 (Dz. U. 2019, item 118; ‘the Law of 8 March 2013’), transposed Directive 2011/7 into Polish law and entered into force on 28 April 2013.

14 Article 2 of the Law of 8 March 2013 provides:

‘The provisions of [this] law apply to commercial transactions to which all parties are:

(1) undertakings within the meaning of the ustawa ... – Prawo przedsiębiorców [(Law governing undertakings), of 6 March 2018];

...

(3) entities referred to in Article 3(1) of the ustawa ... – Prawo zamówień publicznych [(Law on public procurement), of 29 January 2004] ...’

15 Article 4(1), (2) and (3) of the Law of 8 March 2013 contains the following definitions:

‘For the purposes of the present law:

(1) “commercial transaction” means a contract for the delivery of goods or the provision services for remuneration, if made between parties referred to in Article 2 in the course of their activity;

...

(2) “public authority” means an entity referred to in Article 3(1)(1) to (3a) of the Law of 29 January 2004 on public procurement;

(3) “statutory interest for late payment in commercial transactions” means:

(a) in the case of a commercial transaction in which the debtor is a public body in the medical sector, interest at eight percentage points above the reference rate of the National Bank of Poland;

(b) in the case of a commercial transaction in which the debtor is not a public body in the medical sector, interest at ten percentage points above the reference rate of the National Bank of Poland ...’

16 Article 7(1) of the Law of 8 March 2013 provides:

‘Except where the debtor is a public authority, creditors in commercial transactions are entitled, without the need for a reminder, and unless the parties have agreed on a higher rate of interest, to statutory interest for late payment, for the period running from the date on which payment is due to the date on which it is made, if the following cumulative conditions are satisfied:

(1) the creditor has fulfilled its obligations;

(2) the creditor has not received payment within the period specified by the contract.’

The Law on the management of immovable property

17 Article 71 of the ustawa o gospodarce nieruchomościami (Law on the management of immovable property) of 21 August 1997 (Dz. U. 2018, item 2204), provides in paragraphs 1 and 4:

‘1. The grant of a perpetual usufruct of land is subject to an initial fee and to annual fees.

...

4. The annual fees are payable in advance, no later than 31 March of each year, for the entire duration of the perpetual usufruct. ...’

The Civil Code

18 Under Article 232(1) and (2) of the Kodeks cywilny (Civil Code) of 23 April 1964 (Dz U. 1964, No. 16, item 93), in the version applicable to the dispute in the main proceedings (‘the Civil Code’):

‘A perpetual usufruct of land belonging to the State and situated within the administrative limits of the cities, land belonging to the State situated outside those limits but incorporated into a city’s land use development plan and used to achieve its economic objectives, or land belonging to a local authority or an association of local authorities, may be granted to a natural or legal person.

In cases covered by specific provisions, the perpetual usufruct may equally relate to other land belonging to the State, to a local authority or to an association of such authorities.’

19 Under Article 238 of the Civil Code, ‘the perpetual usufructuary shall pay an annual fee for as long as his entitlement continues’.

20 Under Article 481(1) of the Civil Code, if the debtor is late in performing a pecuniary obligation, the creditor is entitled to claim default interest even if he has suffered no loss and even if the delay was caused by circumstances not attributable to the debtor.

The main proceedings and the questions referred for a preliminary ruling

21 Under a contract concluded on 15 May 2014, New Media acquired a perpetual usufruct of land from the person to whom the State Treasury had originally granted that usufruct. Pursuant to Article 71 of the Law on the management of immovable property, New Media, as the perpetual usufructuary, is obliged to pay an annual fee to the State Treasury.

22 Not having received that fee by the due date of 31 March 2018, the State Treasury brought a claim before the Sąd Rejonowy w Nysie (District Court, Nysa, Poland) seeking an order for the payment by New Media of the principal sum of PLN 3 365.55 (about EUR 755), together with statutory interest for late payment, pursuant to the Law of 8 March 2013.

23 By judgment of 24 May 2019, that court ordered New Media to pay the principal sum, together with statutory interest for late payment calculated as from 1 April 2018, on the basis of Article 481 of the Civil Code and not that of the Law of 8 March 2013, on the ground that the

obligation to pay the annual fee did not arise out of a ‘commercial transaction’ within the meaning of that law, but had its legal basis in Article 71 of the Law on the management of immovable property and Article 238 of the Civil Code. It also observed that the State Treasury was not a party to the contract of 15 May 2014, by which New Media acquired the perpetual usufruct of the land concerned.

- 24 The State Treasury brought an appeal against that judgment before the Sąd Okręgowy w Opolu (Regional Court, Opole, Poland), which is the referring court. It challenges the rejection of its claim for the payment of interest on the basis of the Law of 8 March 2013, arguing that the dispute in the main proceedings falls within the scope of that law. It submits that although the perpetual usufruct was established by the Law on the management of immovable property, it automatically gives rise to a contractual relationship between the State Treasury, as owner of the immovable property, and the usufructuary.
- 25 According to the referring court, the question therefore arises of whether the delay in paying the perpetual usufruct fee entitles the State Treasury to claim interest for that delay on the basis of the Law of 8 March 2013, which implements Directive 2011/7 in Polish law, or on the basis of the rules laid down by the Civil Code.
- 26 The referring court expresses doubt, first of all, as to whether the grant of a perpetual usufruct of land constitutes a ‘delivery of goods’ or a ‘provision of services’ within the meaning of Article 2(1) of Directive 2011/7, and thus as to whether the annual fee due as remuneration for that usufruct might constitute a ‘commercial transaction’ within the meaning of that provision.
- 27 It goes on to raise the question of whether that annual fee corresponds to a transaction between an ‘undertaking’ and a ‘public authority’, and consequently to a ‘commercial transaction’ within the meaning of Article 2(1) of Directive 2011/7. Given that New Media did not acquire the perpetual usufruct from the State Treasury, but from the third party to which the State Treasury had originally granted it, the referring court raises the question, in particular, of whether the original grant, to which the State Treasury was a party, constituted a ‘commercial transaction’, or whether New Media is to be regarded as the successor to its contractual partner, with the consequence that the effects of the original grant by the State Treasury to that contractual partner must be extended to New Media.
- 28 Lastly, supposing that the situation at issue does concern a ‘commercial transaction’ within the meaning of Article 2(1) of Directive 2011/7, the referring court raises the question of whether that commercial transaction falls within the temporal scope of that directive, as transposed into Polish law by the Law of 8 March 2013. The referring court states that the Polish legislature, as it was entitled to do under Directive 2011/7, excluded contracts concluded before 16 March 2013 from the scope of the Law of 8 March 2013. In the dispute in the main proceedings, the perpetual usufruct was originally granted on 5 December 1990, and thus it is only the assignment of that usufruct to New Media, on 15 May 2014, that is covered by Directive 2011/7.

29 In those circumstances, the Sąd Okręgowy w Opolu (Regional Court, Opole) decided to stay the proceedings and refer the following questions to the Court of Justice for a preliminary ruling:

- ‘(1) Must the provisions of Article 2(1) of [Directive 2011/7] be interpreted as precluding an interpretation of Article 2 and Article 4(1) of [the Law of 8 March 2013] which does not include immovable property in the concept of goods and does not include the leasing of immovable property in perpetual usufruct within the meaning of Article 232 et seq. of the [Civil Code] in the concept of delivery of goods, or must they be interpreted as meaning that such action cannot be regarded as the provision of services?
- (2) If the answer to question 1 is in the affirmative, must the provisions of Article 2(1) of [Directive 2011/7] be interpreted as precluding an interpretation of Article 71 et seq. of [the Law on the management of immovable property] and Article 238 of the Civil Code according to which the collection of annual fees for perpetual usufruct by the [State Treasury] from entities which engage in economic activity but were not the original entities for the benefit of which the State Treasury established the right of perpetual usufruct, but rather acquired that right from other perpetual usufructuaries, does not fall within the scope of the concept of a commercial transaction and of a public authority within the meaning of Article 2(1) and (2) of the abovementioned directive and of Article 2 and Article 4(1) of the Law of 8 March 2013 ... or must they be interpreted as meaning that that activity does not fall within the scope of the provisions of that directive and of that law?
- (3) If the answers to questions 1 and 2 are in the affirmative, must the provisions of Article 12(4) of [Directive 2011/7] and of Article 6(3)(b) of [Directive 2000/35] be interpreted as precluding an interpretation of Article 15 of the Law of 8 March 2013 ... and Article 12 of the Ustawa z dnia 12 czerwca 2003 r. o terminie zapłaty w transakcjach handlowych (Law of 12 June 2003 on payment terms in commercial transactions) [(Dz. U. 2003, No. 139, item 1323)] whereby they exclude the possibility of applying the provisions of the abovementioned directive and of the law implementing it to contracts for the sale of the right of perpetual usufruct to the current perpetual usufructuary, who is required to pay an annual fee, which were concluded after 28 April 2013 and 1 January 2004, if the original leasing of the land in perpetual usufruct by the State Treasury to another entity took place before 28 April 2013 and 1 January 2004?’

Consideration of the questions referred

The second question

- 30 By its second question, which should be examined first, as it relates to the first condition which must be satisfied, under Article 2(1) of Directive 2011/7, in order for a transaction to be characterised as a ‘commercial transaction’ within the meaning of that provision, the referring court asks, essentially, whether that concept is to be interpreted as covering the collection, by a public authority, of a fee due as remuneration for a perpetual usufruct of land, from an undertaking in relation to which the public authority is a creditor.
- 31 It should be observed that, pursuant to Article 1(2) of Directive 2011/7, that directive applies to all payments made as remuneration for ‘commercial transactions’, and that that expression is defined in Article 2(1) of Directive 2011/7 as meaning ‘transactions between undertakings or between undertakings and public authorities which lead to the delivery of goods or the provision of services for remuneration’. The latter provision must be read in the light of recitals 8 and 9 of that

directive, from which it is clear that the directive covers all payments made as remuneration for commercial transactions, including those between private undertakings, but excluding transactions with consumers and other types of payment (judgment of 9 July 2020, *RL (Directive on late payment)*, C-199/19, EU:C:2020:548, paragraph 22 and the case-law cited).

- 32 Article 2(1) of Directive 2011/7 thus lays down two conditions which must be met in order for a transaction to be characterised as a ‘commercial transaction’ within the meaning of that provision, and thus to come within the scope of that directive as defined in Article 1(2) thereof. The transaction must, first, be carried out either between undertakings or between undertakings and public authorities. Second, it must lead to the delivery of goods or the provision of services for remuneration (judgment of 9 July 2020, *RL (Directive on late payment)*, C-199/19, EU:C:2020:548, paragraph 24).
- 33 As regards the first of those conditions, to which the first question relates, ‘public authority’ is defined in Article 2(2) of Directive 2011/7 as referring to ‘any contracting authority, as defined in point (a) of Article 2(1) of [Directive 2004/17] and in Article 1(9) of [Directive 2004/18], regardless of the subject or value of the contract’. As is apparent from recital 14 of Directive 2011/7, that definition was adopted in the interest of consistency of Union legislation.
- 34 Pursuant to those provisions of Directive 2004/17 and Directive 2004/18, ‘contracting authorities’ means ‘the State, regional or local authorities, bodies governed by public law, associations formed by one or several of such authorities or one or several of such bodies governed by public law’.
- 35 The term ‘the State’ encompasses all the bodies which exercise legislative, executive and judicial powers and must, like the expression ‘contracting authority’, be interpreted broadly and in functional terms (see, to that effect, judgments of 17 September 1998, *Commission v Belgium*, C-323/96, EU:C:1998:411, paragraphs 27 and 28, and of 5 October 2017, *LitSpecMet*, C-567/15, EU:C:2017:736, paragraph 31 and the case-law cited).
- 36 As for the term ‘undertaking’, which appears in Article 2(1) of Directive 2011/7, this is defined in Article 2(3) of that directive as referring to ‘any organisation, other than a public authority, acting in the course of its independent economic or professional activity, even where that activity is carried out by a single person’. In accordance with that definition, a body which is a ‘public authority’ within the meaning of Article 2(2) of that directive cannot, *ipso facto*, be an ‘undertaking’ within the meaning of Article 2(3) thereof.
- 37 However, the wording of Article 2(1) of Directive 2011/7 does not, in itself, enable it to be determined whether a transaction in which a public authority is the creditor of an undertaking is a ‘commercial transaction’ within the meaning of that transaction; nor, consequently, does it enable the scope of that directive to be determined. In those circumstances, in accordance with settled case-law, regard must be had to the context of that provision and to the objectives pursued by the regulations to which it belongs (see, to that effect, judgment of 18 November 2020, *Techbau*, C-299/19, EU:C:2020:937, paragraph 38, and of 9 July 2020, *RL (Directive on late payment)*, C-199/19, EU:C:2020:548, paragraph 27).
- 38 As regards the context of Article 2(1) of Directive 2011/7, Article 4 of that directive provides, in paragraph 1, that ‘Member States shall ensure that, in commercial transactions where the debtor is a public authority, the creditor is entitled upon expiry of the period defined in paragraphs 3, 4

or 6 to statutory interest for late payment, without the necessity of a reminder, where the [conditions set out in subparagraphs (a) and (b)] are satisfied'. It follows that Article 4 is only applicable where the public authority is the debtor of an undertaking.

- 39 It should also be observed that Article 3 of Directive 2011/7 relates only to transactions between undertakings. As is clear from paragraph 36 of this judgment, the way in which the concept of an 'undertaking' is defined in that directive expressly excludes any possibility of a public authority, within the meaning of Article 2(2) thereof, being covered by that concept in its capacity as a creditor of an undertaking.
- 40 It is thus apparent, reading Article 2(2) and (3), Article 3(1) and Article 4(1) of Directive 2011/7 together, that where, as in the present case, a public authority is the creditor of an undertaking, that situation is not covered by the concept of a 'commercial transaction' within the meaning of Article 2(1) of that directive.
- 41 As regards the objectives pursued by Directive 2011/7, it should be observed that, as a measure of approximation of the legislation of the Member States, that directive has the objective, as stated in Article 1(1) thereof, of 'combat[ing] late payment in commercial transactions, in order to ensure the proper functioning of the internal market, thereby fostering the competitiveness of undertakings and in particular of SMEs'. In that regard, recital 3 of Directive 2011/7 states that late payment negatively affects the liquidity of those undertakings as well as their competitiveness and profitability.
- 42 By contrast, as stated in recital 23 of Directive 2011/7, as a general rule, public authorities benefit from more secure, predictable and continuous revenue streams than undertakings, and can obtain financing on more attractive conditions. They also depend less than undertakings on building stable commercial relationships for the achievement of their aims. Undertakings, for their part, may be exposed to unjustified costs if the supply of goods or services to public authorities is subject to long payment periods.
- 43 Having regard to those differences between public authorities and undertakings, particularly SMEs, and to the fact that, as stated in recital 9 of Directive 2011/7, public authorities handle a considerable volume of payments to undertakings, the EU legislature considered it appropriate to enact, in Article 4 of Directive 2011/7, provisions applicable exclusively to undertakings which are creditors, owed sums of money, of public authorities to which they have supplied goods or services, without including those public authorities in their capacity as creditors of undertakings.
- 44 It thus follows from Article 2(1) of Directive 2011/7, read in the light of its context and of the objectives pursued by that directive, that where a public authority, within the meaning of Article 2(2) of Directive 2011/7, is the creditor of an undertaking, being owed a sum of money, the relations between those two entities are not covered by the concept of a 'commercial transaction' employed in that provision, and are accordingly outside the scope of that directive.
- 45 In the present case, it is apparent from the order for reference that the dispute in the main proceedings arises out of late payment to the State Treasury of an annual fee due, as remuneration for a perpetual usufruct of land, from New Media, which is an 'undertaking' within the meaning of Article 2(3) of Directive 2011/7, as was the assignor of that usufruct to New Media.

- 46 However, in so far as the State Treasury, which is a ‘public authority’ within the meaning of Article 2(2) of Directive 2011/7, is a creditor in respect of sums of money due from the undertaking New Media as remuneration for that usufruct, the first condition which must be met in order for a transaction to be characterised as a ‘commercial transaction’ within the meaning of Article 2(1) of Directive 2011/7, as interpreted in paragraph 44 of this judgment, is not satisfied. In those circumstances, the State Treasury is not entitled to the statutory interest for late payment provided for by Article 4(1) of that directive.
- 47 In the light of all the foregoing considerations, the answer to the second question is that the concept of a ‘commercial transaction’, within the meaning of Article 2(1) of Directive 2011/7, is to be interpreted as not covering the collection, by a public authority, of a fee due as remuneration for a perpetual usufruct of land, from an undertaking in relation to which that public authority is the creditor.

The first and third questions

- 48 In view of the answer given to the second question, there is no need to answer the first and third questions.

Costs

- 49 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the referring court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (Ninth Chamber) hereby rules:

The concept of a ‘commercial transaction’, within the meaning of Article 2(1) of Directive 2011/7/EU of the European Parliament and of the Council of 16 February 2011 on combating late payment in commercial transactions is to be interpreted as not covering the collection, by a public authority, of a fee due as remuneration for a perpetual usufruct of land, from an undertaking in relation to which that public authority is the creditor.

[Signatures]