

2. *Community law precludes the application of a rule of national law which limits an employee's entitlement to arrears of remuneration or damages for breach of the principle of equal pay to a period of two years prior to the date on which the proceedings were instituted, even when another remedy is available, if the latter is likely to entail procedural rules or other conditions which are less favourable than those applicable to similar domestic actions. It is for the national court to determine whether that is the case.*

⁽¹⁾ OJ C 354, 23.11.1996.

JUDGMENT OF THE COURT

of 1 December 1998

in Case C-410/96 (reference for a preliminary ruling from the Tribunal de Grande Instance, Metz): Criminal proceedings against André Ambry ⁽¹⁾)

(Freedom to provide services — Free movement of capital — Provision of financial security — Travel agency arranging the security required to carry on its activities with a credit institution or insurance company established in another Member State)

(1999/C 20/15)

(Language of the case: French)

(Provisional translation; the definitive translation will be published in the European Court Reports)

In Case C-410/96: reference to the Court under Article 177 of the EC Treaty by the Tribunal de Grande Instance, Metz (France) for a preliminary ruling in the criminal proceedings pending before that court against André Ambry — on the interpretation of Articles 59 and 73(b) of the EC Treaty, of Council Directive 73/183/EEC of 28 June 1973 on the abolition of restrictions on freedom of establishment and freedom to provide services in respect of self-employed activities of banks and other financial institutions (OJ L 194, 16.7.1973, p. 1) and of Second Council Directive 89/646/EEC of 15 December 1989 on the coordination of laws, regulations and administrative provisions relating to the taking up and pursuit of the business of credit institutions and amending Directive 77/780/EEC (OJ L 386, 30.12.1989, p. 1) — the Court, composed of: G. C. Rodríguez Iglesias, President, P. J. G. Kapteyn, J.-P. Puissochet and G. Hirsch, Presidents of Chambers, G. F. Mancini, J. C. Moitinho de Almeida, C. Gulmann, H. Ragnemalm (Rapporteur), M. Wathelet, R.

Schintgen and K. M. Ioannou, Judges; J. Mischo, Advocate-General; L. Hewlett, Administrator, for the Registrar, has given a judgment on 1 December 1998 in which it has ruled:

It is contrary to Article 59 of the EC Treaty and to Second Council Directive 89/646/EEC of 15 December 1989 on the coordination of laws, regulations and administrative provisions relating to the taking up and pursuit of the business of credit institutions and amending Directive 77/780/EEC and Council Directive 92/49/EEC of 18 June 1992 on the coordination of laws, regulations and administrative provisions relating to direct insurance other than life assurance and amending Directives 73/239/EEC and 88/357/EEC (third non-life insurance Directive) for national rules to require, with a view to implementing Article 7 of Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours, that, where financial security is provided by a credit institution or insurance company situated in another Member State, the guarantor must conclude an agreement with a credit institution or insurance company situated in France.

⁽¹⁾ OJ C 74, 8.3.1997.

JUDGMENT OF THE COURT

(Fifth Chamber)

of 1 December 1998

in Case C-200/97: (reference for a preliminary ruling from Corte Suprema di Cassazione): Ecotrade Srl v. Altiforni e Ferriere di Servola SpA (AFS) ⁽¹⁾)

(State aid — Definition — Advantage conferred without any transfer of public funds — Insolvent undertakings — Article 92 of the EC Treaty — Article 4(c) of the ECSC Treaty)

(1999/C 20/16)

(Language of the case: Italian)

(Provisional translation; the definitive translation will be published in the European Court Reports)

In Case C-200/97: reference to the Court under Article 177 of the EC Treaty by the Corte Suprema di Cassazione (Italy) for a preliminary ruling in the proceedings pending before that court between Ecotrade Srl and Altiforni e