

accounts presented by the Member States in respect of the expenditure for 1991 of the European Agricultural Guidance and Guarantee Fund (EAGGF), Guarantee Section (OJ L 352, 31.12.1994, p. 82), inasmuch as it refuses to charge to the EAGGF the sum of DEM 116 633 582,10 — the Court (Sixth Chamber), composed of: P. J. G. Kapteyn, President of the Chamber, G. Hirsch (Rapporteur), H. Ragnemalm, R. Schintgen and K. M. Ioannou, Judges; A. La Pergola, Advocate-General; H. von Holstein, Deputy Registrar, for the Registrar, has given a judgment on 21 January 1999, in which it:

1. *Dismisses the action.*
2. *Orders the Federal Republic of Germany to pay the costs.*

⁽¹⁾ OJ C 137, 3.6.1995.

JUDGMENT OF THE COURT

(Sixth Chamber)

of 21 January 1999

in Joined Cases C-215/96 and C-216/96 (references for a preliminary ruling from the Tribunale di Genova): Carlo Bagnasco and Others v. Banca Popolare di Novara soc. coop. arl (BPN) (C-215/96), Cassa di Risparmio di Genova e Imperia SpA (Carige) (C-216/96) ⁽¹⁾

(Competition — Articles 85 and 86 of the EC Treaty — Standard bank conditions for current-account credit facilities and for the provision of general guarantees)

(1999/C 86/03)

(Language of the case: Italian)

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

In Joined Cases C-215/96 and C-216/96: references to the Court under Article 177 of the EC Treaty from the Tribunale di Genova (Genoa District Court) (Italy) for a preliminary ruling in the proceedings pending before that court between Carlo Bagnasco and Others and Banca Popolare di Novara soc. coop. arl (BPN) (C-215/96), Cassa di Risparmio di Genova e Imperia SpA (Carige) (C-216/96) — on the interpretation of Articles 85 and 86 of the EC Treaty in relation to certain standard bank conditions which the Associazione Bancaria Italiana imposes on its members when contracts are concluded for current-account credit facilities and for the provision of general guarantees — the Court (Sixth Chamber),

composed of: G. Hirsch (Rapporteur), President of the Second Chamber, acting for the President of the Sixth Chamber, G. F. Mancini, J. L. Murray, H. Ragnemalm and K. M. Ioannou, Judges; D. Ruiz-Jarabo Colomer, Advocate-General; R. Grass, Registrar, has given a judgment on 21 January 1999, in which it has ruled:

1. *Standard bank conditions, in so far as they enable banks, in contracts for the opening of a current-account credit facility, to change the interest rate at any time by reason of changes occurring in the money market, and to do so by means of a notice displayed on their premises or in such manner as they consider most appropriate, do not have as their object or effect the restriction of competition within the meaning of Article 85(1) of the EC Treaty.*
2. *Standard bank conditions relating to the provision of general guarantees to secure current-account credit facilities, which derogate from the general law concerning guarantees, such as the rules in the main proceedings, are not, taken as a whole, liable to affect trade between Member States within the meaning of Article 85(1) of the EC Treaty.*
3. *The application of the abovementioned standard bank conditions does not constitute abuse of a dominant position within the meaning of Article 86 of the Treaty.*

⁽¹⁾ OJ C 247, 24.8.1996.

JUDGMENT OF THE COURT

(Fifth Chamber)

of 21 January 1999

in Case C-150/97: Commission of the European Communities v. Portuguese Republic ⁽¹⁾

(Failure by a Member State to fulfil its obligations — Directive 85/337/EEC)

(1999/C 86/04)

(Language of the case: Portuguese)

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

In Case C-150/97: Commission of the European Communities (Agent: Francisco de Sousa Fialho) v. Portuguese Republic (Agents: Luís Fernandes and Pedro Portugal) — application for a declaration that, by failing