4. Do the legal consequences provided for by Italian Law No 89 of 24 March 2001 justify the application of Article 21 of the Brussels Convention even if a party is at risk of detriment as a consequence of the possible excessive length of proceedings before the Italian court and therefore, as suggested in Question 3, it would not actually be appropriate to proceed in accordance with Article 21?

5. Under what conditions must the court other than the court first seised refrain from applying Article 21 of the Brussels Convention?

6. What course of action must the court follow if, in the circumstances described in Question 3, it is not allowed to apply Article 21 of the Brussels Convention?

Should it be necessary in any event, even in the circumstances described in Question 3, to proceed in accordance with Article 21 of the Brussels Convention, there is no need to answer Questions 4, 5 and 6.

Reference for a preliminary ruling by the Tribunal Supremo, Sala de lo Contencioso-administrativo, Sección: Cuarta by order of that Court of 6 February 2002 in the case of Industrias de Deshidratación Agrícola, S.A. against Administración del Estado

(Case C-118/02)

(2002/C 144/29)

Reference has been made to the Court of Justice of the European Communities by order of the Tribunal Supremo, Sala de lo Contencioso-administrativo, Sección: Cuarta (Supreme Court — Chamber for contentious administrative matters, Fourth Chamber) of 6 February 2002, received at the Court Registry on 29 March 2002, for a preliminary ruling in the case of Industrias de Deshidratación Agrícola, S.A. against Administración del Estado on the following questions:

1. Is a national provision which makes the grant of aid for the drying of green or fresh fodder subject to the condition that the fodder for drying is delivered to processing undertakings chopped, and not baled compatible with Article 249(2) EC, Article 10 EC, the second subparagraph of Article 34(2) EC, Council Regulation (EC) No 603/95 [1] of 21 February 1995 and Commission Regulation (EC) No 785/95 [2] of 6 April 1995?

2. Is a national provision which makes the grant of aid for the drying of green or fresh fodder subject to the condition that the fodder must reach the processing plant with a moisture content of over 30 % and an average moisture content, on entry to the processing undertaking, of at least 35 % measured at most every ten days compatible with Article 249(2) EC, Article 10 EC, Article 34.2(2) EC, Council Regulation (EC) No 603/95 of 21 February 1995 and Commission Regulation (EC) No 785/95 of 6 April 1995.

3. Is a national provision which makes the grant of aid for the drying of green or fresh fodder subject to the condition that the fodder must be kept at the processing plant for a maximum of 24 hours before it is processed compatible with Article 249(2) EC, Article 10 EC, Article 34.2(2) EC, Council Regulation (EC) No 603/95 of 21 February 1995 and Commission Regulation (EC) No 785/95 of 6 April 1995?

4. Is a national provision which makes the grant of aid for the drying of green or fresh fodder subject to the condition that the fodder must come from parcels situated at a maximum distance of 100 kilometres from the corresponding processing plant unless, in the latter case, a greater distance may be justified by the use of the appropriate specialised transport compatible with Article 249(2) EC, Article 10 EC, Article 34.2(2) EC, Council Regulation (EC) No 603/95 of 21 February 1995 and Commission Regulation (EC) No 785/95 of 6 April 1995?

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[1] OJ L 063 of 21.3.1995, p. 1.
[2] OJ L 079 of 7.4.1995, p. 5.

Action brought on 5 April 2002 by European Parliament against Royal & Sun Alliance Insurance (RSA)

(Case C-123/02)

(2002/C 144/30)

An action against Royal & Sun Alliance Insurance (RSA) was brought before the Court of Justice of the European Communities on 5 April 2002 by the European Parliament, represented by D. Petersheim, O. Caisou-Rousseau and M. Ecker, acting as Agents, with an address for service in Luxembourg.

The applicant claims that the Court should:

1. declare null and void the terminations of guarantee notified by RSA on 9 October and 6 November 2001;

2. order RSA to pay damages amounting to EUR 40 781 286 for 2001 and to EUR 9 409 701 for 2002 to offset the expenditure incurred by the Parliament in respect of additional insurance cover to replace the guarantees wrongfully terminated by the defendant and all other connected expenditure, together with interest calculated at the legal rate of interest, it being understood that all accidents occurring during 2002 will be declared to RSA on the basis of the policies wrongfully terminated;

3. order the defendant to pay the costs.

Pleas in law and main arguments

This action has been brought before the Court on the basis of an arbitration clause in an insurance contract covering buildings and contents of the European Parliament located in Luxembourg, Strasbourg, Brussels and in a number of other towns and cities (where the European Parliament has information offices).

The parties are in dispute over the validity of the termination concerning, on the one hand, 'labour dispute/terrorist acts' risk cover and, on the other, the remaining guarantees (fire and connected risks).

The European Parliament takes the view that the special conditions of the contract replace the general conditions relied on by the defendant. Moreover, for buildings in France, Article 42 of the general conditions cannot justify termination with notice of less than the 6 months provided for in the standard guarantees. Since French legislation makes cover for standard risks undetachable from the risk of 'labour dispute/terrorist attacks', that article cannot justify termination with notice of less than 6 months for property in France. Likewise, since there is no provision for notice of 7 days under Luxembourg law, which strictly forbids terminations which it does not expressly provide for, such notice is unlawful with respect to buildings in Luxembourg. In so far as the defendants invoke the general conditions to claim that the risk has become more serious for reasons outwith the control of the insured party, the relevant terminations are tardy, since they disregard the period of one month following notice of the event giving rise to the aggravated circumstances.

Contractual liability for failure to perform the insurance contract is based on the law of the Member States where the insured property is located.

Action brought on 5 April 2002 by European Parliament against AIG Europe (AIG)

(Case C-124/02)

(2002/C 144/31)

An action against AIG Europe (AIG) was brought before the Court of Justice of the European Communities on 5 April 2002 by the European Parliament, represented by D. Petersheim, O. Caisou-Rousseau and M. Ecker, acting as Agents, with an address for service in Luxembourg.

The applicant claims that the Court should:

1. declare null and void the terminations of guarantee notified by AIG on 8 October and 5 November 2001;

2. order AIG to pay damages amounting to EUR 181 852,93 for 2001 and to EUR 44 556,84 for 2002 to offset the expenditure incurred by the Parliament in respect of additional insurance cover to replace the guarantees wrongfully terminated by the defendant and all other connected expenditure, together with interest calculated at the legal rate of interest, it being understood that all accidents occurring during 2002 will be declared to AIG on the basis of the policies wrongfully terminated;

3. order the defendant to pay the costs.

Pleas in law and main arguments

The pleas in law and main arguments are similar to those put forward in Case C-123/02.

Action brought on 5 April 2002 by European Parliament against HDI International (HDI)

(Case C-125/02)

(2002/C 144/32)

An action against HDI International (HDI) was brought before the Court of Justice of the European Communities on 5 April 2002 by the European Parliament, represented by D. Petersheim, O. Caisou-Rousseau and M. Ecker, acting as Agents, with an address for service in Luxembourg.