

**Action brought on 25 June 2003 by the Commission of the European Communities against the United Kingdom of Great Britain and Northern Ireland**

(Case C-277/03)

(2003/C 200/34)

An action against the United Kingdom of Great Britain and Northern Ireland was brought before the Court of Justice of the European Communities on 25 June 2003 by the Commission of the European Communities, represented by Mr Xavier Lewis and Mr Minas Konstantinidis, acting as agents, with an address for service in Luxembourg.

The Applicant claims that the Court should:

- 1) declare that, by failing to adopt the laws, regulations and administrative provisions necessary to comply with Directive 2000/53/EC of the European Parliament and of the Council of 18 September 2000 on end-of life vehicles (OJ L 269, 21.10.2000, p. 34) the United Kingdom of Great Britain and Northern Ireland has failed to fulfil its obligations under the Directive and in particular its Article 10 (1) and under the Treaty establishing the European Community.
- 2) order the United Kingdom of Great Britain and Northern Ireland to pay the costs.

*Pleas in law and main arguments*

The period within which the directive had to be transposed expired on 21 April 2002.

**Action brought on 26 June 2003 by the Commission of the European Communities against Implants (International) Ltd**

(Case C-279/03)

(2003/C 200/35)

An action against Implants (International) Ltd was brought before the Court of Justice of the European Communities on 26 June 2003 by the Commission of the European Communities, represented by R. Lyal and C. Giolito, acting as agents, with an address for service in Luxembourg.

The Applicant claims that the Court should:

- order the defendant to pay the applicant the sum of EUR 294 958,51 (two hundred and ninety four thousand, nine hundred and fifty eight Euros and fifty one Cents), corresponding to EUR 284 000 as the amount due and EUR 10 958,51 as late payment interest;

- order the defendant to pay EUR 52,91 (fifty two Euros and ninety one Cents) per day by way of interest from 1 May 2003 until the date on which the debt is repaid in full;
- order the defendant to pay the costs of the present action.

*Pleas in law and main arguments*

On the basis of Article 3(1)(a) of the general conditions (annex II of the contract) the defendant was obliged to distribute the initial advance among the contractors and/or the RTD Performers within thirty days of receipt of the funds. The defendant did not do so and withdrew from the project. Under the contract all payments were to be treated as advances until the last project deliverable was approved. The defendant is therefore obliged to reimburse the advance payment to the Commission, subject to proof by the defendant of any costs incurred by it.

The defendant had until 31 August 2002 to submit a claim for costs, together with the necessary technical report in support of such a claim. The defendant did not do so and therefore has forfeited its right to make a claim for any costs incurred in relation to the project and it thus has no right to claim a deduction from the advance payment in respect of such a claim.

**Action brought on 3 July 2003 by the Commission of the European Communities against the Kingdom of Belgium**

(Case C-287/03)

(2003/C 200/36)

An action against the Kingdom of Belgium was brought before the Court of Justice of the European Communities on 3 July 2003 by the Commission of the European Communities, represented by M. Patakia and N.B. Rasmussen, acting as Agents, with an address for service in Luxembourg.

The Commission of the European Communities claims that the Court should:

1. declare that, by applying in a discriminatory and disproportionate manner the conditions of 'similarity' and 'sole vendor' as between products and services acquired by a consumer, on the one hand, and products and services offered free of charge or at reduced prices in the context of a customer loyalty programme, on the other hand, as a prior condition for the operation of such a programme as a cross-border provision of services between undertakings, the Kingdom of Belgium has failed to fulfil its obligations under Article 49 of the EC Treaty;

2. order the Kingdom of Belgium to pay the costs.

Furthermore, and in any event, those conditions are disproportionate. Therefore, the need to protect the consumer and fair trading can no longer be relied upon.

*Pleas in law and main arguments*

Application of the conditions as to 'similarity' and being the same vendor, as referred to by the Belgian Law on commercial practice and consumer information and protection, in so far as concerns the operation of a customer loyalty scheme as a cross-border provision of services, produces arbitrary or even discriminatory effects, because the conditions are very widely avoided in practice by undertakings established in Belgium having their own distribution network with points of sale.

**Removal from the register of Case C-193/02 <sup>(1)</sup>**

(2003/C 200/37)

By order of 4 March 2003 the President of the Court of Justice of the European Communities ordered the removal from the register of Case C-193/02: Kingdom of the Netherlands v Commission of the European Communities.

<sup>(1)</sup> OJ C 191 of 10.08.2002.