

JUDGMENT OF THE COURT

(Sixth Chamber)

of 2 June 2005

in Case C-83/03 Commission of the European Communities v Italian Republic ⁽¹⁾

(Failure of a Member State to fulfil obligations — Environment — Directive 85/337/EEC — Assessment of the effects of projects on the environment — Construction of a marina at Fossacesia)

(2005/C 182/07)

(Language of the case: Italian)

In Case C-83/03 Commission of the European Communities (Agents: R. Amorosi and A. Aresu) v Italian Republic (Agent: I.M. Braguglia, assisted by M. Fiorilli, avocat) — action under Article 226 EC for failure to fulfil obligations, brought on 26 February 2003 — the Court (Sixth Chamber), composed of A. Borg Barthet, President of the Chamber, J.-P. Puissechet (Rapporteur) and S. von Bahr, Judges; D. Ruiz-Jarabo Colomer, Advocate General; R. Grass, Registrar, gave a judgment on 2 June 2005, in which it:

1. Declares that, since the Abruzzo Region did not properly determine whether the project for the construction of a marina at Fossacesia (Chieti) — a project covered by the list in Annex II to Council Directive 85/337/EEC of 27 June 1985 on the assessment of the effects of certain public and private projects on the environment — had characteristics requiring it to be made subject to a procedure to assess its effects on the environment, the Italian Republic has failed to fulfil its obligations under Article 4(2) of that directive;
2. Orders the Italian Republic to pay the costs.

⁽¹⁾ OJ C 112 of 10.05.2003

JUDGMENT OF THE COURT

(Second Chamber)

of 12 May 2005

in Case C-112/03: Reference for a preliminary ruling from the Cour d'Appel, Grenoble Société financière et industrielle du Peloux v Axa Belgium and Others ⁽¹⁾

(Brussels Convention — Jurisdiction in respect of contracts of insurance — Agreement conferring jurisdiction between a policy-holder and an insurer both domiciled in the same Contracting State — Enforceability of a jurisdiction clause against an insured who did not approve that clause — Insured domiciled in another Contracting State)

(2005/C 182/08)

(Language of the case: French)

In Case C-112/03: reference for a preliminary ruling under the Protocol of 3 June 1971 on the interpretation by the Court of Justice of the Convention of 27 September 1968 on jurisdiction and the enforcement of judgments in civil and commercial matters, from the Cour d'Appel, Grenoble (France), made by decision of 20 February 2003, received at the Court on 13 March 2003, in the proceedings between Société financière et industrielle du Peloux and Axa Belgium and Others, Gerling Konzern Belgique SA, Établissements Bernard Laiterie du Chate-lard, Calland Réalisations SARL, Joseph Calland, Maurice Picard, Abeille Assurances Cie, Mutuelles du Mans SA, SMABTP, Axa Corporate Solutions Assurance SA, Zurich International France SA — the Court (Second Chamber), composed of C.W.A. Timmermans, President of the Chamber, R. Silva de Lapuerta, J. Makarczyk, P. Kūris and J. Klučka (Rapporteur), Judges; A. Tizzano, Advocate General, K. Sztranc, Administrator, for the Registrar, gave a judgment on 12 May 2005, the operative part of which is as follows:

A jurisdiction clause conforming with Article 12(3) of the Convention of 27 September 1968 on jurisdiction and the enforcement of judgments in civil and commercial matters, as amended by the Convention of 9 October 1978 on the accession of the Kingdom of Denmark, Ireland and the United Kingdom of Great Britain and Northern Ireland, by the Convention of 25 October 1982 on the accession of the Hellenic Republic, by the Convention of 26 May 1989 on the accession of the Kingdom of Spain and the Portuguese Republic and by the Convention of 29 November 1996 on the accession of the Republic of Austria, the Republic of Finland and the Kingdom of Sweden, cannot be relied on against a beneficiary under that contract who has not expressly subscribed to that clause and is domiciled in a Contracting State other than that of the policy-holder and the insurer.

⁽¹⁾ OJ C 112 of 10.05.2003.