ORDER OF THE COURT (Fourth Chamber)
21 June 2001 *

In Case C-330/00 P,

Alsace International Car Services SARL (AICS), established in Strasbourg (France), represented by J.-C. Fourgoux, avocat, with an address for service in Luxembourg,

appellant,

APPEAL against the judgment of the Court of First Instance of the European Communities (Fifth Chamber) of 6 July 2000 in Case T-139/99 *AICS* v *Parliament* [2000] ECR II-2849, seeking to have that judgment set aside and for the grant of the form of order sought by the appellant at first instance,

the other party to the proceedings being:

European Parliament, represented by O. Caisou-Rousseau and A. Neergaard, acting as Agents, with an address for service in Luxembourg,

defendant at first instance,

* Language of the case: French.

THE COURT (Fourth Chamber),

composed of: A. La Pergola, President of the Chamber, D. A. O. Edward, C. W. A. Timmermans (Rapporteur), Judges,

Advocate General: J. Mischo,
Registrar: R. Grass,

after hearing the Opinion of the Advocate General,

makes the following

Order

1 By application lodged at the Registry of the Court of Justice on 11 September 2000, Alsace International Car Services SARL (hereinafter 'AICS') brought an appeal under Article 49 of the EC Statute of the Court of Justice against the judgment of 6 July 2000 of the Court of First Instance in Case T-139/99 *AICS* v *Parliament* [2000] ECR II-2849, hereinafter 'the contested judgment') in which the Court of First Instance dismissed its application, first, for annulment of the European Parliament's decision not to accept the applicant's tender submitted in response to invitation to tender No 99/S 18-8765/FR concerning a contract for passenger transport using vehicles with drivers during the sessions of the European Parliament in Strasbourg ('the decision at issue') and, secondly, for damages for the loss allegedly suffered by the applicant as a result of that decision.

Facts

2 The facts giving rise to the dispute before the Court of First Instance are stated as follows in the contested judgment:

'1 On 27 January 1999 the European Parliament, under Council Directive 92/50/EEC of 18 June 1992 relating to the coordination of procedures for the award of public service contracts (OJ 1992 L 209, p. 1), published in the *Official Journal of the European Communities* a notice of an invitation to tender under the open procedure (99/S 18-8765/FR) (OJ 1999 S 18, p. 28 ("the Notice")) for passenger transport using vehicles with drivers ("the invitation to tender"). The conditions for submitting a tender were set out in the Notice, in the description of the services to be provided, which contained administrative and technical clauses, and in the draft framework contract.

2 The Notice stated at point 2 that the contract was to take the form of a framework contract with a company providing passenger transport services using vehicles with drivers carried out on the basis of order forms specific to each job. The place of performance of the services was to be Strasbourg (point 3). According to point 5, the contract was divided into two lots. Lot No 1 concerned the hire of cars and minibuses with drivers, whilst Lot No 2 related to the hire of buses. The present action concerns solely the award of Lot No 1 of the contract.

3 According to point 13 of the Notice tenderers could be companies [or] individual contractors, as well as groupings of companies and/or individual contractors.

4 Paragraph 14 of the Notice stated: "Service providers: Tenderers (or their executive(s)) must prove that they have been active in the sector for 3 years. They must also prove that they have a minimum annual turnover of FRF 2 000 000 for lot 1 and FRF 68 750 for lot 2 ...".

5 By way of criteria for awarding the contract, the notice stated at paragraph 16 that the economically most advantageous tender would be accepted, regard being had to the prices tendered and the tender's technical merit.

6 Paragraph 1.1.3 of the specification of the services to be provided (administrative clauses) stipulated that the approximate requirements of the European Parliament were for between 25 and 60 cars and 2 to 4 minibuses on average for the daily provision of services of between 6 and 12 hours' work. The hours were laid down at paragraph 5 (technical clauses), under which provision of services was to begin at 07.30 hrs and to cease with the end of parliamentary business (between 22.00 hrs and 24.00 hrs, depending on the day). In that same paragraph it was further stated:

"Given that peak activity is recorded between 7.30 and 9.00 and between 20.00 and 22.00, the contractor shall undertake in its tender that it will be able to deal with a request for reinforcement in case of need. The minimum duration of the service shall be two consecutive hours."

7 At paragraph 2.1 (technical clauses) the Parliament also stated that the transport in question was to be effected in unmarked vehicles.

8 The last subparagraph of paragraph 6 (administrative clauses) provided:

"The tender for and provision of the services must be in conformity with the applicable legislation."

9 Similarly, the draft framework contract annexed to the tender (Article VI, second paragraph) stated:

"Moreover, the contractor shall ensure that, in providing the services tendered for, the applicable national and local rules are strictly observed."

10 On 10 February 1999 the applicant submitted its tender to the Parliament. It was worded as follows:

"We tender for lot 1 in regard to the daily segment of hours outside the peak periods at the hourly rates given in Annex 1.

We can make available to the Parliament 30 vehicles with drivers (...) from Monday to Friday during the Strasbourg sessions of the Parliament.

However, we cannot offer services during the peak periods (...) that is to say from 07.00 hrs to 9.00 hrs and from 19.00 hrs to 22.00 hrs.

Services during the peak periods are technically and financially unfeasible.

Our company cannot in fact undertake to make available so many vehicles during the peak periods. No undertaking in the region could do so without subcontracting to taxi operators working outside the legislation.

..."

11 In Annex 2 to its tender the applicant appended a document entitled "L'action civile en concurrence déloyale" (civil action for unfair competition) in which it pointed out that civil proceedings followed by criminal proceedings had been brought in connection with the activities of the Association Centrale des Autos Taxis de la Communauté Urbaine de Strasbourg (Central Taxi Association for the municipality of Strasbourg, ("ACATS TAXI 13") which undertook, on the Parliament's account under a contract for the hire of cars with drivers, the transport in unmarked vehicles of officials and members of the European Parliament. The applicant observed that only a limousine service enabled the Parliament's requirements to be satisfied in compliance with the legislation governing the conveyance of persons for valuable consideration. The applicant developed its point of view in that document.

12 On 24 February 1999 the Parliament asked tenderers to let it know the number of vehicles which they had available on that date and the number of

vehicles which they reckoned on having available if they were awarded the contract.

13 In reply the applicant pointed out that it had five limousines and that it was in the process of buying three other vehicles. It further stated:

"We can make available to you from Monday to Friday (outside rush hour times) during each parliamentary session sixty vehicles conforming to the technical clauses of the tender procedure."

14 The Parliament decided to accept the tender submitted by Coopérative Taxi 13 as the most advantageous, regard being had to the award criteria contained in the Notice.

15 By a letter of 7 April 1999 the Parliament informed the applicant that its tender had been unsuccessful owing to the difference in price as between its tender and the tender by the undertaking to which the contract had been awarded following the invitation to tender ("the decision at issue").

16 By a letter dated 15 April 1999 the applicant explained to the Parliament that it was given to understand that the latter was renewing the contract entered into with "l'Association (ou coopérative) des Artisans Taxis." It once again expressed its doubts as to the legality of such a contract under French law. In

that connection it attached particular weight to the legal impossibility of taxis carrying out the transport of members and officials of the European Parliament under the conditions laid down in the award procedure (unmarked vehicles). It stated that, although the tender submitted by the "Artisans Taxis Strasbourgeois" might be financially more advantageous, the services would nevertheless be provided outside any legal framework, contrary to the terms of the invitation to tender. It also pointed out that it did not enjoy the numerous fiscal benefits granted to taxis and that its concern to observe the laws and regulations in force precluded it from submitting a tender at a competitive price. Therefore, it was faced, in its view, with a situation of unfair competition. Finally, it asked the Parliament to express a view on these arguments.

17 By letter dated 19 April 1999 the applicant, following up its letter of 15 April 1999, submitted a report dated March 1992 from the [Ministry for the Interior] (Inspectorate General for Administration) concerning the taxi business in the municipality of Strasbourg and the airport of Strasbourg-Entzheim.

18 In a letter dated 11 May 1999 Mr Rieffel, Director-General of Administration in the Parliament, replied:

"Your letters dated 15 and 19 April 1999, in which you communicated to us certain information concerning French legislation on the taxi business and also requested the European Parliament to form a view on your observations as to whether the services provided by Coopérative Taxi 13 comply with that legislation, call for the following comments on my part.

In order to avoid any subsequent disputes, the European Parliament in its invitation to tender no 99/S 18-8765/FR made it an obligation that 'the contracting party is to ensure that the applicable local and national legislation is strictly applied in the performance of the services requested' (Article VI(2) of the draft contract). In that connection I would point out that it is not for the European Parliament but for the competent French judicial authorities to interpret the legislation.

As regards the abovementioned invitation to tender, the European Parliament, for its part, observed all the rules and procedures for the award of contracts and, first and foremost, the terms of Directive 92/50.

As to the provision of services no information has come to my notice which would lead me to believe that the Coopérative Taxi 13 is not observing the conditions laid down in the invitation to tender. Besides, no administrative or judicial authority has hitherto raised any query with the European Parliament concerning the conditions under which the contract is being implemented.

..."'

3 It was under those circumstances that AICS lodged an application with the Court of First Instance on 8 June 1999.

The contested judgment

4 In the contested judgment the Court of First Instance dismissed in its entirety the action brought by AICS.

5 First, at paragraphs 28 to 34 of the contested judgment, the Court of First Instance rejected the Parliament's objection as to admissibility of the application.

6 Secondly, on the substance the Court, at paragraphs 39 to 46 of the contested judgment, rejected the applicant's first plea alleging infringement of the French legislation applicable to the taxi business and of the description of the services to be provided.

7 In that connection the Court of First Instance relied on the following grounds:

> '40 Furthermore, under the second paragraph of Article 230 EC, the Court has jurisdiction, in the context of annulment proceedings, to adjudicate in actions for lack of competence, infringement of essential procedural requirements, infringement of the EC Treaty or of any rule of law relating to its application,

or misuse of powers. It follows that the Court cannot treat the alleged infringement of French legislation as a question of law for which unlimited judicial review is available. Review of that kind is a matter exclusively for the French authorities.

41 Nevertheless, in accordance with the principles of sound administration and solidarity as between the Community institutions and the Member States, the institutions are required to ensure that the conditions laid down in an invitation to tender do not induce potential tenderers to infringe the national legislation applicable to their business.

42 In the present case, the Parliament stated that the French legislation did not ban the provision in unmarked taxis of the transport services forming the subject-matter of the invitation to tender, provided that those services were covered by an entry in the register of undertakings engaged in public passenger transport by road. It must be observed that the applicant has failed to demonstrate that that assertion by the Parliament was manifestly erroneous. The applicant merely invoked the French legislation concerning the taxi business; it has not established that the legislation on non-urban private passenger transport services by road could not apply to [private taxi operators], where the latter provide the services provided for in the invitation to tender. Moreover, it is not contested that Coopérative Taxi 13 provided a certificate establishing that it is entered in the register of undertakings engaged in public passenger transport by road. The Parliament has shown that that registration was required by the abovementioned French legislation on private transport services, which lends credence to its arguments.

43 In those circumstances, the applicant has not demonstrated that the Parliament manifestly misdirected itself in its interpretation of the French legislation.

44 Nor, moreover, is the applicant entitled in law to rely on the clause in the draft framework contract under which the services must be provided in conformity with the legislation in force. That clause cannot be interpreted as imposing a requirement on the Parliament to check, not only that the person to whom the contract is awarded is entered in the register, as mentioned above, but also that that person is performing the contract in accordance with French legislation. As the Parliament has clearly stated, under that clause, the person to whom the contract is awarded must ensure that he is acting in conformity with the French legislation and, consequently, must suffer the consequences of a failure to do so.

45 It should be added that the Parliament stated at the hearing that, should it be wrong in its interpretation of the French legislation, it would be compelled to rescind the contract under that clause.'

8 Thirdly, at paragraphs 52 to 54 of the contested judgment, the Court of First Instance rejected the applicant's second plea alleging infringement of the principle of non-discrimination.

9 In that connection, the Court of First Instance observed, first, at paragraph 52, that the applicant acknowledged that the alleged discrimination was due solely to

the difference of treatment under French law as between operators of limousines and taxi companies. It then went on to state at paragraph 53 as follows:

'However, since the applicant has not demonstrated that the Parliament's interpretation of the French legislation applicable to the services forming the subject-matter of the invitation to tender was manifestly erroneous (see paragraph 43 [of the contested judgment]), it is no more entitled to claim that the Parliament infringed the principle of non-discrimination on the ground that it failed to take account of the difference of treatment. The Parliament cannot, under the applicable Community legislation, take into consideration differences in market opportunities engendered by French law. ...'

10 Fourthly, at paragraphs 59 to 67 of the contested judgment, the Court of First Instance declared inadmissible the applicant's third plea alleging infringement of the condition laid down in the Notice under which tenderers had to prove that they had been active in the sector for three years on the ground that that plea which was raised for the first time at the hearing was not based on matters of law or fact coming to light during the course of the procedure.

11 Fifthly, in regard to the claim for damages made by AICS, the Court of First Instance stated, at paragraph 68 of the contested judgment, that 'under the second paragraph of Article 288 EC and the general principles to which that provision refers, Community liability depends on fulfilment of a set of conditions as regards the unlawfulness of the conduct alleged against the institution, the fact of damage and the existence of a causal link between the conduct in question and the damage complained of (see judgment in Case T-336/94 *Efisol* v *Commission* [1996] ECR II-1343, paragraph 30).'

12 Taking the view at paragraph 69 of the contested judgment that the applicant had not shown that the Parliament's conduct was unlawful, the Court of First Instance dismissed its claim for damages.

The appeal

13 In its appeal AICS claims that the Court should:

— set aside the contested judgment;

— since the state of the proceedings permits final judgment to be given, 'give judgment on the action for annulment of the decision of 7 April 1999 not to accept AICS's tender and, consequently, of the award of the contract to Taxi 13 and on the claim for damages in the amount of FRF 2 190 000, subject to re-evaluation on the same basis on the date of delivery of the judgment';

— order the Parliament to pay the costs.

14 The Parliament contends that the Court should:

— dismiss the appeal;

— order AICS to pay the costs.

15 AICS raises five pleas in support of its appeal: first, manifest error by the Court of First Instance in appraising the facts and law, second, infringement of the EC Treaty and of essential procedural requirements concerning the reasoning on which the contested judgment was based, third, infringement of the principle of non-discrimination, fourth, non-observance of the condition that the tenderer to whom the contract which was the subject of the invitation to tender was awarded must have at least three years' experience and, finally, the unfounded rejection of the applicant's claim for damages.

16 As a preliminary point, it should be observed that under Article 119 of the Rules of Procedure of the Court, where an appeal is clearly inadmissible or clearly unfounded the Court may at any stage by reasoned order dismiss it.

The first plea

The first limb

17 In the first limb of its first plea the applicant claims that the Court of First Instance manifestly erred in its assessment of the facts and the law by adjudging, at paragraph 42 of the contested judgment, that 'credence' could be attached to the Parliament's argument that it was able to enter into a contract with private taxi operators without inducing them to infringe the French legislation.

18 In that connection it should be stated that, according to settled case-law, Article 225 EC, the first paragraph of Article 51 of the EC Statute of the Court of

Justice and Article 112(1)(c) of the Rules of Procedure require appeals to indicate precisely the contested elements of the judgment which the appellant seeks to have set aside, and also the legal arguments specifically advanced in support of the appeal (see, in particular, Case C-352/98 P *Bergaderm and Goupil* v *Commission* [2000] ECR I-5291, paragraph 34).

19 That requirement is not satisfied by an appeal which, without even including an argument specifically identifying the error of law allegedly vitiating the contested judgment, confines itself to reproducing the pleas in law and arguments previously submitted to the Court of First Instance. Such an appeal amounts in reality to no more than a request for re-examination of the application submitted to the Court of First Instance, which the Court of Justice does not have jurisdiction to undertake (see, in particular, *Bergaderm and Goupil*, cited above, paragraph 35).

20 In the present case the appellant claims that the Court of First Instance manifestly erred in its assessment of the facts and the law at paragraph 42 of the contested judgment. However, it put forward no arguments seeking specifically to identify an error of law in the reasoning followed by the Court of First Instance, in particular at paragraph 42 of the contested judgment, in arriving at the conclusion that the interpretation of the French legislation by the Parliament was not vitiated by a manifest error and that, accordingly, it had not infringed its obligation under Community law not to incite potential tenderers to infringe the applicable national legislation.

21 The appellant in fact merely reproduces in essence the arguments which it had already submitted to the Court of First Instance concerning in particular the clarity of the applicable French laws and decrees, the existence of criminal proceedings against members of the ACATS TAXI 13 before the Tribunal Correctionnel (Criminal Court), Strasbourg, and the report of March 1992 by the French Ministry for the Interior which are said to highlight the unlawful nature of the taxi services provided to the Parliament, and reaffirms that the Parliament

was aware of the fact that it was acting illegally by awarding the contract which formed the subject-matter of the invitation to tender to Coopérative Taxi 13. Inasmuch as this limb of the first plea is supported only by such arguments, it is manifestly inadmissible in the context of an appeal.

22 However, in support of that limb of the first plea, the appellant raises a new argument based on the conviction, for working in breach of the relevant legislation, of several members of ACATS TAXI 13 by a judgment of the Tribunal Correctionnel of 7 April 2000. But since judgment in that case was given after closure of the oral procedure before the Court of First Instance and, *a fortiori*, after the date of the decision at issue, it cannot be relied on in order to call in question the interpretation of French law given by the Parliament at the time of the award of the contract. Nor, therefore, can that judgment be invoked to challenge the Court of First Instance's conclusion as to the credence to be attached to the Parliament's interpretation of French law. That argument must therefore also be rejected as clearly inadmissible.

23 The appellant also maintains that in deciding that the Parliament's interpretation of French law was credible, the Court of First Instance not only erred in law but also manifestly erred in the assessment of the facts, inasmuch as the Parliament had been advised of the illegality under the French legislation of the activities forming the subject-matter of the invitation to tender.

24 That argument cannot be upheld.

25 The Court of First Instance has sole competence to assess the facts (see, in particular, Case C-7/95 P *Deere* v *Commission* [1998] ECR I-3111, paragraph 21). It is plain, however, that neither the arguments nor the evidence

adduced by the appellant has established that the Court of First Instance misappreciated the facts before it in finding at paragraph 42 of the contested judgment that credence could be attached to the Parliament's interpretation of the French legislation.

26 It follows that the first limb of the first plea is clearly inadmissible

Second limb

27 In the second limb of the first plea the applicant maintains that the Court of First Instance manifestly erred in not finding a contradiction in the Parliament's position. It claims that, having stated in a letter of 11 May 1999, mentioned at paragraph 18 of the contested judgment, that 'it is not for the European Parliament but for the competent French judicial authorities to interpret the [French] legislation', the Parliament nevertheless proceeded at the hearing before the Court of First Instance to give an interpretation of that legislation. The Court of First Instance thus erred by upholding, at paragraph 53 of the contested judgment, 'the Parliament's interpretation of the French legislation applicable to the services'.

28 In that connection the Court notes, first, that, even if such a contradiction in the Parliament's position may be established, the appellant does not state to what extent the reasoning followed by the Court of First Instance might be affected by it.

29 Secondly, there is no contradiction between, on the one hand, the Parliament's assertion that it is for the French authorities to interpret and apply the French

legislation and, on the other, the fact that the Parliament explained, when replying to questions put by the Court of First Instance at the hearing, why it considered that it had acted in conformity with the French legislation in the award of the contract forming the subject-matter of the invitation to tender.

30 Accordingly, the second limb of the first plea must be rejected as clearly unfounded.

31 The first plea must therefore be rejected in its entirety for being in part clearly inadmissible and in part clearly unfounded.

The second plea

32 In its second plea the appellant claims that the Court of First Instance did not provide a legally adequate statement of the grounds for the contested judgment.

33 The inadequacy of the statement of reasons lies, first, in the vagueness of the assessment of the Parliament's arguments in regard to the French legislation: the Court of First Instance merely said that 'credence' could be attached to those arguments, without in any way analysing the evidence adduced by the appellant. It refers more specifically to the report by the French Ministry for the Interior, referred to at paragraph 17 of the contested judgment, in which the use by the Parliament of unmarked taxis was stated to be illegal, and to the confirmation by

the Parliament, in its defence in the proceedings before the Court of First Instance, that as early as 1998 the French judicial and police authorities warned the Parliament that the private taxi operators were under investigation and judicial supervision owing to the performance by the latter of work in breach of the relevant legislation on behalf of the Parliament.

34 Secondly, the Court of First Instance did not provide an adequate statement of the reasons why it considered the Parliament to be authorised to interpret the French legislation, even though the Parliament had informed AICS, in a letter dated 11 May 1999, that it was not for it to interpret the legislation in question, or why that interpretation could, in case of doubt, be deemed to be correct.

35 In that connection it should be pointed out, first, that the Court of First Instance stated at paragraph 42 of the contested judgment, which is reproduced above at paragraph 7, the grounds on which it took the view that the applicant had not demonstrated that the Parliament had manifestly erred in its interpretation of the French legislation. That reasoning appears coherent in itself and adequate for an understanding of the reasons why the Court of First Instance took that view. The appellant has put forward no specific argument to show that that is not the case.

36 In regard to the appellant's assertion that the analysis conducted by the Court of First Instance did not take into account the evidence adduced by it, it is settled case-law that it is for the Court of First Instance alone to assess the value to be attached to the evidence before it (Case C-136/92 P *Commission* v *Brazzelli Lualdi and Others* [1994] ECR I-1981, paragraph 66, and Case C-362/95 P *Blackspur DIY and Others* v *Council and Commission* [1997] ECR I-4775, paragraph 29).

37 Accordingly, the Court of First Instance cannot, subject to the obligation to observe general principles and the rules of procedure relating to the burden of proof and the adducing of evidence and not to distort the evidence, be required to give express reasons for its assessment of the value of each piece of evidence presented to it, in particular where it considers that that evidence is unimportant or irrelevant to the outcome of the dispute (Case C-237/98 P *Dorsch Consult* v *Council and Commission* [2000] ECR I-4549, paragraph 51).

38 It follows that the appellant's argument that the contested judgment is based on an inadequate statement of reasons, inasmuch as it states that credence may be attached to the Parliament's interpretation of the French legislation, cannot be upheld.

39 Secondly, on the alleged inadequacy of the reasoning in regard to whether or not the Parliament may interpret the French legislation, it is sufficient to state that that argument is essentially subsumed under the second limb of the first plea and must be rejected on the same grounds.

40 The second plea must therefore be rejected as clearly unfounded.

The third plea

41 In its third plea the appellant claims that the Court of First Instance manifestly erred in its assessment of the plea based on the principle of non-discrimination by wrongly upholding the Parliament's argument that there was no discriminatory treatment and by holding in that connection that the discrimination was

imputable not to the institution but to the Member State which drew up the legislation governing the taxi business and conferred on private taxi operators advantages in relation to other transporters and, in particular, to operators of limousines or smaller vehicles.

42 In that connection it should be noted that, although the appellant is essentially alleging that the Court of First Instance infringed the principle of non-discrimination, it presents no arguments specifically to identify the error of law allegedly vitiating the contested judgment in this regard, and merely reproduces the arguments already presented before the Court of First Instance.

43 Consequently, in accordance with the settled case-law already cited at paragraphs 18 and 19 hereof, the third plea must be rejected as clearly inadmissible.

The fourth plea

44 In its fourth plea the appellant alleges that the Court of First Instance was wrong to state at paragraph 67 of the contested judgment that the plea based on non-observance of the condition that the operator to whom the contract is awarded must have been operational for at least three years was inadmissible on the ground that it was not based on matters of law or fact coming to light during the procedure and had been raised out of time. The appellant claims specifically that on 15 April 1999 it stated that it had been given to understand that the existing agreement with the 'association (coopérative) des artisans taxis' was being renewed, and that it was only on reading Parliament's defence that it learned that that was not the case because ACATS TAXI 13 had been superseded by Coopérative Taxi 13.

45 In that connection, it is again sufficient to state that, instead of specifying in what respect the reasoning followed by the Court of First Instance might be defective, the appellant merely reproduces in its appeal the arguments which it had already put forward at first instance. In those circumstances, in accordance with the settled case-law referred to at paragraphs 18 and 19 hereof, the fourth plea must also be declared clearly inadmissible.

The fifth plea

46 Taking the view that it has been established that the Parliament put in place unlawful working arrangements in favour of private taxi operators which operated to the detriment of the appellant, the latter claims in its fifth plea that the conditions under which that institution may incur non-contractual liability and the injured individual may be indemnified are met.

47 However, it is sufficient to state that, since none of the pleas on appeal has been upheld, the Court of First Instance's conclusion in the contested judgment that the Parliament's conduct has not been shown to be unlawful is good in law, as is the attendant rejection of the claim for damages. Thus, the appellant's fifth plea must be dismissed as being clearly unfounded.

48 It follows from the foregoing that the appellant's appeal must be dismissed in its entirety as being in part clearly inadmissible and in part clearly unfounded.

Costs

49 Under Article 69(2) of the Rules of Procedure, applicable to the procedure on appeal by virtue of Article 118, the unsuccessful party is to be ordered to pay the costs if they have been applied for in the successful party's pleadings. Since the Parliament contended that the appeal should be dismissed and the appellant has been unsuccessful in its appeal, it must be ordered to pay the costs.

On those grounds,

THE COURT (Fourth Chamber)

hereby orders:

1. **The appeal is dismissed.**

2. **Alsace International Car Services SARL (AICS) shall pay the costs.**

Luxembourg, 21 June 2001.

R. Grass

Registrar

A. La Pergola

President of the Fourth Chamber