JUDGMENT OF THE COURT (FIRST CHAMBER)
9 FEBRUARY 1984 [1]

SA Gambetta Auto v Bureau Central Français and Fonds de Garantie Automobile (reference for a preliminary ruling from the Cour d'Appel, Paris)

(Place, within the territory of a Member State, in which a motor vehicle is normally based — Compensation for damage sustained in another Member State)

Case 344/82

Approximation of laws — Insurance against civil liability for motor vehicles — Directive 72/166 — Territory in which a vehicle is normally based — Concept — State of registration

(Council Directive 72/166)

Where a vehicle bears a properly issued registration plate it must be regarded as normally based, within the meaning of Directive 72/166, in the territory of the State of registration, even if at the material time authorization to use the vehicle had been withdrawn.

In Case 344/82

REFERENCE to the Court under Article 177 of the EEC Treaty by the Cour d'Appel [Court of Appeal], Paris, for a preliminary ruling in the proceedings pending before that court between

SA GAMBETTA AUTO

and

BUREAU CENTRAL FRANÇAIS,

FONDS DE GARANTIE AUTOMOBILE

1 — Language of the Case: French.

for a preliminary ruling on the interpretation of Council Directive 72/166/EEC of 24 April 1972 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles, and to the enforcement of the obligation to insure against such liability (Official Journal, English Special Edition 1972 (II), p. 360) and in particular of the term "territory in which the vehicle is normally based",

THE COURT (First Chamber)

composed of: T. Koopmans, President of Chamber, A. O'Keeffe and G. Bosco, Judges,

Advocate General: Sir Gordon Slynn
Registrar: P. Heim

gives the following

JUDGMENT

Facts and Issues

The facts of the case, the course of the procedure and the observations submitted under Article 20 of the Protocol on the Statute of the Court of Justice of the EEC may be summarized as follows:

I — Facts and written procedure

1. On 19 July 1979, while parked in Paris, a car belonging to the company Gambetta Auto (Paris) was damaged by a vehicle registered in Austria, the driver of which failed to report the accident. Gambetta Auto learned that authorization to use the Austrian vehicle had been withdrawn on 9 March 1979 since the insurance had been cancelled on 7 March 1979. Moreover, it proved impossible to trace the owner of the vehicle.

In order to obtain compensation for the damage, Gambetta Auto's insurance company applied to the Bureau Central Français des Sociétés d'Assurance contre les Accidents d'Automobiles [French Central Bureau of Motor-Vehicle Accident Insurers, hereinafter referred to as "the Bureau"] and the Fonds de Garantie Automobile [Motorists' Guarantee Fund, hereinafter referred to as "the Fund"] which was set up to pay compensation for accidents caused by uninsured vehicles for which the Bureau is not liable; both declined to accept liability. Gambetta Auto thereupon brought an action against the Bureau

and the Fund before the Tribunal d'Instance [District Court] of the Ninth District, Paris. The latter dismissed the action. An appeal from that judgment was thereupon lodged with the Cour d'Appel, Paris.

Before both the Tribunal d'Instance and the Cour d'Appel Gambetta Auto relied in support of its claim on the Council Directive of 24 April 1972 which seeks to abolish within the Community checking of the "green card" in respect of vehicles "normally based" in a Member State or, as regards non-member countries, for which the national insurers' bureaux have concluded a "guarantee agreement". The two parties to the main proceedings, Gambetta Auto and the Bureau, have put forward conflicting interpretations of the term "normally based": in Gambetta Auto's view it means the territory of the State in which the vehicle is registered, and it is unnecessary to inquire whether or not the registration is still valid; on the other hand the Bureau, which is the guarantor of the Austrian bureau and is acting on its behalf, contended that registration which is cancelled, as in this case, must be treated as improper registration and consequently neither the Community directive nor the guarantee agreement concluded between the insurance bureaux is applicable, and in this case no guarantee of the settlement of claims by the Austrian bureau or, therefore, by the Bureau, is possible.

2. The Council Directive of 24 April 1972 set up a system the basic characteristics of which are clearly set out in the last three recitals:

"Whereas the abolition of checks on green cards for vehicles normally based in a Member State entering the territory of another Member State can be effected by means of an agreement between the six national insurers' bureaux, whereby each national bureau would guarantee compensation in accordance with the provisions of national law in respect of any loss or injury giving entitlement to compensation caused in its territory by one of those vehicles, whether or not insured;

Whereas such a guarantee agreement presupposes that all Community motor vehicles travelling in Community territory are covered by insurance; whereas the national law of each Member State should, therefore, provide for the compulsory insurance of vehicles against civil liability, the insurance to be valid throughout Community territory; whereas such national law may nevertheless provide for exemptions for certain persons and for certain types of vehicles;

Whereas the system provided for in this Directive could be extended to vehicles normally based in the territory of any third country in respect of which the national bureaux of the six Member States have concluded a similar agreement."

The main provisions involved in this case are as follows:

Article 1 (4) which defines "territory in which the vehicle is normally based" as:

"the territory of the State in which the vehicle is registered; or

in cases where no registration is required for a type of vehicle but the vehicle bears an insurance plate, or a distinguishing sign analogous to the registration plate, the territory of the State in which the insurance plate or the sign is issued: or

in cases where neither registration plate nor insurance plate nor distinguishing sign is required for certain types of vehicle, the territory of the State in which the person who has custody of the vehicle is permanently resident;"

Article 2 (2), which provides:

"As regards vehicles normally based in the territory of a Member State, the provisions of this Directive, with the exception of Articles 3 and 4, shall take effect:

after an agreement has been concluded between the six national insurers' bureaux under the terms of which each national bureau guarantees the settlement, in accordance with the provisions of its own national law on compulsory insurance, of claims in respect of accidents occurring in its territory caused by vehicles normally based in the territory of another Member State, whether or not such vehicles are insured;

from the date fixed by the Commission, upon its having ascertained in close cooperation with the Member States that such an agreement has been concluded;

for the duration of that agreement."

Article 7, which provides:

"However, vehicles normally based in a third country shall be treated as vehicles normally based in the Community if the national bureaux of all the Member States severally guarantee, each in accordance with the provisions of its own national law on compulsory insurance, settlement of claims in respect of accidents occurring in their territory caused by such vehicles."

The scheme thus provided for by the directive was extended by a supplementary agreement concluded on 12 December 1973 by the national bureaux to vehicles normally based in the territory of certain non-member countries: Sweden, Finland, Norway, Austria and Switzerland, in conformity with the principles of Article 7 (2) of the directive. By that agreement, which was concluded for an indefinite period subject to 12 months's notice of termination, the national bureaux of the Member States guarantee the settlement of claims arising in their territory from the use of vehicles normally based in the territory of one of the non-member countries referred to above. Article 2 (c) of the Agreement provides that "vehicles registered in that territory" are to be treated as normally based in one of the countries mentioned in Article 1 (a).

In addition to the directive of 24 April 1972, it is necessary to mention the second Commission decision (74/167/EEC) of 6 February 1974 relating to the application of the aforesaid Council directive (Official Journal 1974, L 87, p. 14) which fixes 15 May 1974 as the date from which "each Member State shall refrain from making checks on insurance against civil liability in respect of vehicles which are normally based in the territory of Sweden, Finland, Norway, Austria and Switzerland and which are the subject of the Agreement of national insurers' bureaux of 12 December 1973" (Article 1).

3. In those circumstances, the Cour d'Appel, Paris, by judgment of 21 December 1982 stayed the proceedings and referred the following question to the Court for a preliminary ruling under Article 177 of the Treaty:

"On the assumption that the place in which a motor vehicle is normally based, within the meaning of the directive of the Council of the European Communities of 24 April 1972, means the territory of the State in which it is registered, is it permissible and necessary, where it is established that a car bears a registration plate of a particular country, to consider that the car is normally based in that country, even though the competent authorities state that at the material time authorization to use the car has been definitively withdrawn?"

The judgment making the reference was received at the Court on 29 December 1982. The written procedure followed the normal course.

Pursuant to Article 20 of the Protocol on the Statute of the Court of Justice of the EEC written observations were lodged on 24 March 1983 by the Bureau, represented by R. Funck-Brentano of the Paris Bar, on 7 April 1983 by the Government of the Italian Republic, represented by O. Fiumara, Avvocato dello Stato, and on 11 March 1983 by the Commission of the European Communities, represented by J. Delmoly, a member of its Legal Department, acting as Agent.

Upon hearing the report of the Judge-Rapporteur and the views of the Advocate General, the Court decided to open the oral procedure without any preparatory inquiry.

In view of the fact that no request for the case to be dealt with by the full Court had been made by any Member State or any institution which is a party to the proceedings, the Court, by order of 18 May 1983, assigned the case to the First Chamber, pursuant to Article 95 (1) and (2) of the Rules of Procedure.

II — Written observations submitted to the Court

1. The *Bureau* observes first of all that in view of the system established by the directive and the supplementary agreement of 12 December 1973, which creates a presumption of insurance cover in a State according to the criterion of where the vehicle is normally based, it is necessary to give as precise as possible a definition of the term "normally based" in relation to a vehicle which has caused an accident. It is important for the bureaux concerned to know in what circumstances they may avail themselves of the supplementary agreements. It is apparent from the work of the "Council of Bureaux" that the terms in which the inter-bureau agreements apply are not well defined in certain circumstances where the registration of the vehicle

concerned raises a problem regarding the place where it is based within the meaning of the directive. That is the case for example where the legislation of certain countries provides for de-registration in the event of non-payment of insurance premiums. There are, in general, differences of opinion among the bureaux of the Member States and other participating countries concerning the extent of the presumption that the vehicle is based in the territory of the State where the vehicle is registered, as evidenced by the registration plate. Those differences lead to disputes and conflicting case-law, especially in France.

In order to avoid difficulties in the rendering of accounts between national bureaux, the central bureau of the country where the accident occurred — in this case the Bureau — is obliged, in proceedings before its national courts, to put forward the case of the central bureau of the country of origin of the vehicle on behalf of which it is acting. On the other hand, since in the present case the Court has before it a request for interpretation, the Bureau feels entitled to adopt an impartial position and to raise the discussion to Community level, account being taken of the interests of the victims of accidents caused by vehicles duly or otherwise registered in a Member State or participating State.

When no agreement was reached by the General Assembly of the Council of Bureaux as to the interpretation to be given to the words "normally based" six bureaux, namely those of Austria, the Federal Republic of Germany, Luxembourg, the Netherlands, Switzerland and the United Kingdom, signed a protocol on 19 October 1977, which limited the period of liability of the bureau of the country of registration of the vehicle in question to a period of one year from the date of the event determined by each bureau individually according to its own rules on registration and insurance procedure. That shows the lack of agreement among the national bureaux resulting from the lack of harmonization of the national rules regarding the registration of vehicles.

The two objectives pursued by the Council when drafting the directive were to abolish frontier checks in relation to the existence of insurance against civil liability in respect of the use of motor vehicles in order to bring about free movement of goods and persons and to protect the interests of persons who might be the victims of accidents caused by such vehicles. Those objectives ought to have been achieved by the system set up by the agreements made between the national bureaux pursuant to the directive, but the second objective was not achieved. Compulsory insurance cover, which constitutes the keystone of the system, is treated as having been provided by the bureau of the country where the vehicle is normally based, whether or not the owner, driver or person in possession of the vehicle holds a valid certificate. Accordingly there is insurance cover only when the vehicle in question is normally based in a Member State or other country participating in the system.

Since according to the terms of the directive and the supplementary agreement motor vehicles registered in one of the Member States of the Community or participating countries are treated as being normally based there, registration constitutes the sole essential criterion for determining where the vehicle is normally based.

Therefore if an issuing bureau challenges the validity of a registration and consequently refuses to recognize that a vehicle is normally based in its territory because the registration which is evidence of that fact has lapsed, with the result that there is no presumption of insurance in relation to the vehicle whose registration is irregular or has lapsed, the victim of an accident caused by the vehicle runs the danger of obtaining compensation only after protracted disputes, which is contrary to the second objective pursued by the directive. Furthermore, in such circumstances the ultimate burden of the claim is shifted from the country of origin and registration of the vehicle to the country where the accident occurred.

The objective pursued by the directive requires that the place where the vehicle is normally based should be identified without the possibility of any dispute. The registration plate is the only simple and effective means of identification. To require in addition that the registration should be in order and currently valid — a requirement neither prescribed nor envisaged by the directive — would lead to re-establishing frontier checks and replacing the checking of the green card, which the directive abolished, by systematic checking of the validity of the registration. In view of the objective pursued by the directive the words "registration of the vehicle" must be interpreted not in an administrative sense but in much broader terms so as to cover any registration plate, whether valid or not, which is attached to the vehicle and links it to the country whose authorities issued the plate.

2. The *Government of the Italian Republic* observes that it is apparent from Article 1 (4) of the directive that the Council intended to refer to the distinguishing sign (whether it be a registration plate, insurance plate or other sign) which the vehicle carries, irrespective of its validity for operation of the vehicle in the State where it was issued; the directive is concerned with where the vehicle is situated, not with whether it is being operated lawfully, and its use may in any case cease to be lawful for many reasons which are not necessarily connected with the distinguishing sign.

It is only by adopting that interpretation that the directive can be applied in practice and contribute positively to liberalization of the international movement of persons and vehicles. If that were not so it would be necessary in every instance to check at the frontier the validity of the document authorizing use of the vehicle on the roads and to ask for production of the insurance document, thus frustrating the purpose of the directive.

By contrast with a false plate, an out-of-date plate should, irrespective of its validity regarding authority to use the vehicle on roads, nevertheless continue

to be regarded as important for determining the country in which the vehicle is normally based. Moreover, Article 2 of the directive provides that the national bureau should deal with the matter in the event of an accident caused by a vehicle from another Member State, whether or not the vehicle is insured.

In the present case the Bureau rejected Gambetta Auto's claim since the system in force in Austria made the validity of vehicle's registration plate, and thus the right to use the vehicle on the roads, dependent on a valid contract of insurance. However, by virtue of the above-mentioned provision in the supplementary agreement of 12 December 1973 to which Austria and France were signatories, the Bureau is to be regarded as guaranteeing the settlement of claims arising from accidents occurring in its territory, even those caused by an uninsured vehicle. When a country asks, by virtue of the directive and the agreement, for its vehicles to be allowed to enter and use the roads in the territory of another Member State without their being subjected to checking of the green card, that country must also bear the consequences, that is to say it must assume liability in respect of any accidents caused abroad by vehicles bearing the plate issued by it, even if their use on the roads is unauthorized because they have no insurance.

The Commission draws the attention of the Court to a new fact which has arisen since the Cour d'Appel, Paris, stayed the proceedings. On 16 February 1983 the relevant department of the Commission, the Directorate-General for Financial Institutions and Taxation, was officially informed by letter from the President of the Council of National Insurance Bureaux that the misunderstanding between the French and Austrian bureaux, which gave rise to the present case, had been clarified. Consequently the parties to the main action should reach a settlement, with the result that it would be logical for Gambetta Auto to withdraw its appeal.

It follows from the provisions in question that only vehicles normally based in another Member State or in certain other countries are exempt from checking of the "green card". That presupposes that those vehicles must be easily identifiable. The registration plate constitutes the only adequate means of identification. To require in addition that the plate should be in order and still valid would mean replacing checking of the "green card" by systematic checking of the registration.

The proposed interpretation does not mean that national insurance bureaux would not be free to agree among themselves that an accident caused by a vehicle whose registration had been withdrawn was to remain the responsibility of the bureau dealing with the accident; thus, on 19 October 1977 certain bureaux (including the Austrian bureau but not the French bureau) signed a protocol, referred to as the Luxembourg Protocol, establishing such a system. In any event, however, a system of that kind created by agreement does not affect the requirement under Article 2 (2) of the directive that the

bureau of the country where the accident occurred must guarantee settlement of claims even if the vehicle is not insured.

It remains to be considered whether the proposed interpretation of the term "normally based" in the first indent of Article 1 (4) of the directive may be applied to a case involving a vehicle from a non-member country (Austria). An appropriate starting point is the above-mentioned Commission decision of 6 February 1974 which abolishes as from 15 May 1974 checking of the "green card" for vehicles normally based in Austria, which are covered by the agreement of 12 December 1973. In those circumstances, pursuant to Article 7 (2) of the directive a vehicle "normally based" in a non-member country is to be treated as "normally based" in a Member State. For that reason the meaning to be attributed to the term must be the same whether it relates to a non-member country or to a Member State. In addition, account must be taken of the wording of the provision: Article 1 (4) defines the term "normally based" "for the purposes of this directive", that is to say *inter alia* for the purposes of Article 7 (2).

III — Oral procedure

The Bureau, represented by R. Funck-Brentano of the Paris Bar, the Government of the Italian Republic, represented by O. Fiumara, Avvocato dello Stato, the Government of the United Kingdom, represented by Mr Bellis of the Treasury Solicitor's Department, and the Commission of the European Communities, represented by Mr Delmoly, acting as Agent, presented oral argument at the sitting on 10 November 1983.

The Advocate General delivered his opinion at the sitting on 24 November 1983.

Decision

1 By judgment of 21 December 1982, which was received at the Court on 29 December 1982, the Cour d'Appel [Court of Appeal], Paris, referred to the Court for a preliminary ruling under Article 177 of the EEC Treaty a question on the interpretation of Council Directive 72/166 of 24 April 1972 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles and to the enforcement of the obligation to insure against such liability (Official Journal, English Special Edition 1972 (II), p. 360) and in particular of the term "territory in which the vehicle is normally based".

2 The question was raised in proceedings between Gambetta Auto SA on the one hand and, on the other, the Bureau Central Français des Sociétés d'Assurance contre les Accidents d'Automobiles [French Central Bureau of

Motor-Vehicle Accident Insurers, hereinafter referred to as "the Bureau"] and the Fonds de Garantie Automobile [Motorists' Guarantee Fund, hereinafter referred to as "the Fund"] which was set up to deal with claims in respect of accidents caused by uninsured vehicles for which the Bureau is not liable.

3 Whilst parked in Paris on 19 July 1979 a car belonging to Gambetta Auto was damaged by a vehicle bearing an Austrian registration plate, the driver of which failed to report the accident. The authorization to use the Austrian vehicle had been withdrawn on 9 March 1979 since the insurance had been cancelled on 7 March 1979. Moreover, it proved impossible to trace the owner of the vehicle.

4 The Tribunal d'Instance [District Court] of the Ninth District, Paris, rejected the claim for damages by Gambetta Auto, which appealed. Before both the Tribunal d'Instance and the Cour d'Appel Gambetta Auto relied on the Council Directive of 24 April 1972, the purpose of which is to abolish within the Community checking of the "green card" for vehicles "normally based" in a Member State or in a non-member country in respect of which the national insurance bureaux have concluded a guarantee agreement. Such an agreement was concluded on 16 October 1972. Gambetta Auto and the Bureau have put forward conflicting interpretations of the term "normally based". In the view of Gambetta Auto the term means the territory of the State whose registration plate the vehicle bears and it is unnecessary to inquire whether or not the registration is still valid. On the other hand the Bureau, which is the guarantor of the Austrian bureau and is acting on its behalf, contended that registration which is cancelled, as in this case, must be treated as a false registration and consequently neither the Community directive nor the guarantee agreement made between the insurance bureaux is applicable, so that in this case there is no possibility of any cover by the Austrian bureau or, therefore by the Bureau.

5 The question submitted by the Cour d'Appel, Paris is as follows:

"On the assumption that the place in which a motor vehicle is normally based, within the meaning of the directive of the Council of the European Communities of 24 April 1972, means the territory of the State in which it is registered, is it permissible and necessary, where it is established that a car

bears a registration plate of a particular country, to consider that the car is normally based in that country, even though the competent authorities state that at the material time authorization to use the car had been definitively withdrawn?"

6 The Council directive of 24 April 1972 established a system the essential characteristics of which are clearly set out in the last three recitals:

"Whereas the abolition of checks on green cards for vehicles normally based in a Member State entering the territory of another Member State can be effected by means of an agreement between the six national insurer's bureaux, whereby each national bureau would guarantee compensation in accordance with the provisions of national law in respect of any loss or injury giving entitlement to compensation caused in its territory by one of those vehicles, whether or not insured;

Whereas auch a guarantee agreement presupposes that all Community motor vehicles travelling in Community territory are covered by insurance; whereas the national law of each Member State should, therefore, provide for the compulsory insurance of vehicles against civil liability, the insurance to be valid throughout the Community territory; whereas such national law may nevertheless provide for exemptions for certain persons and for certain types of vehicles;

Whereas the system provided for in this Directive could be extended to vehicles normally based in the territory of any third country in respect of which the national bureaux of the six Member States have concluded a similar agreement."

7 Article 2 (1) of the directive provides that Member States are to refrain from making checks on insurance against civil liability in respect of vehicles normally based in the territory of another Member State.

8 For vehicles of the kind involved in the present case, Article 1 (4) provides that "territory in which the vehicle is normally based" means "the territory of the State in which the vehicle is registered".

9 Article 2 (2) provides:

"As regards vehicles normally based in the territory of a Member State, the provisions of this Directive, with the exception of Articles 3 and 4, shall take effect:

after an agreement has been concluded between the six national insurer's bureaux under the terms of which each national bureau guarantees the settlement, in accordance with the provisions of its own national law on compulsory insurance, of claims in respect of accidents occurring in its territory caused by vehicles normally based in the territory of another Member State, whether or not such vehicles are insured;

from the date fixed by the Commission, upon its having ascertained in close cooperation with the Member States that such an agreement has been concluded;

for the duration of that agreement."

10 Article 7 (2) provides that:

"... vehicles normally based in a third country shall be treated as vehicles normally based in the Community if the national bureaux of all the Member States severally guarantee, each in accordance with the provisions of its own national law on compulsory insurance, settlement of claims in respect of accidents occurring in their territory caused by such vehicles."

11 The system provided for by the directive was extended by a supplementary agreement concluded on 12 December 1973 between the national bureaux to vehicles normally based in the territory of certain non-member countries, namely Sweden, Finland, Norway, Austria and Switzerland, in conformity with the principles of Article 7 (2) of the directive; by that agreement, which was concluded for an indefinite period subject to 12 months' notice of termination, the national bureaux of the Member States guarantee the settlement of claims arising in their territory from the use of vehicles

normally based in the territory of one of the non-member countries referred to above. Article 2 (c) of the Agreement provides that these are to be regarded as being normally based in one of the territories referred to in Article 1 (a) "vehicles registered in that territory".

In addition to the directive of 24 April 1972, it is necessary to mention the second Commission decision of 6 February 1974 relating to the application of the aforesaid Council directive (Official Journal 1974, L 87, p. 14) which fixes 15 May 1974 as the date from which "each Member State shall refrain from making checks on insurance against civil liability in respect of vehicles which are normally based in the territory of Sweden, Finland, Norway, Austria and Switzerland and which are the subject of the Agreement of national insurers' bureaux of 12 December 1973" (Article 1).

12 In the proceedings before the Court, the Bureau told the Court that it felt obliged to submit observations different from those submitted by it to the French courts, and it supported the claim of Gambetta Auto to the effect that the vehicle in question was "normally based" in Austria within the meaning of the directive. The Italian Government and the Commission put forward the same interpretation.

13 It must be remembered that the directive seeks to abolish checking of the "green card" at the frontier. For that purpose it is imperative that the State where the vehicle is normally based should be easily identifiable, and this is ensured by the issue of a registration plate. To require that the plate should be currently valid would amount to replacing checking of the "green card" by systematic checking of registration and would deprive the directive of any useful purpose.

14 It follows that for the purpose of applying the Council directive the vehicle bearing the plate must be regarded as normally based in the territory of registration even if authorization to use the vehicle has been withdrawn in the meantime.

15 For the reasons given above the answer to the question must therefore be that when a vehicle bears a properly issued registration plate it must be

regarded as normally based, within the meaning of Directive 72/166, in the territory of the State of registration, even if at the material time authorization to use the vehicle had been withdrawn.

Costs

16 The costs incurred by the Government of the Italian Republic and the Commission, which have submitted observations to the Court, are not recoverable. As the proceedings are, in so far as the parties to the main action are concerned, in the nature of a step in the proceedings pending before the national court, the decision on costs is a matter for that court.

On those grounds,

THE COURT (First Chamber),

in answer to the question referred to it by the Cour d'Appel, Paris, by judgment of 21 December 1982, hereby rules:

When a vehicle bears a properly issued registration plate it must be regarded as normally based, within the meaning of Council Directive 72/166/EEC of 24 April 1972 (Official Journal, English Special Edition 1972 (II), p. 360), in the territory of the State of registration, even if at the material time authorization to use the vehicle had been withdrawn.

Koopmans O'Keeffe Bosco

Delivered in open court in Luxembourg on 9 February 1984.

For the Registrar

H. A. Rühl

Principal Administrator

T. Koopmans

President of the First Chamber