OPINION OF ADVOCATE GENERAL DARMON

delivered on 16 September 1993 *

Mr President,
Members of the Court,

1. The common organization of the markets in sugar, which was established in pursuance of the second subparagraph of Article 40(2) of the EEC Treaty, was introduced on 1 July 1968 by Regulation No 1009/67/EEC of the Council. [1] It is currently governed by Council Regulation (EEC) No 1785/81 of 30 June 1981 [2] and is intended to 'provide beet growers with price and marketing guarantees in respect of quantities which reflect and are linked to sugar consumption requirements and to the Community's scope for exporting sugar.' [3]

2. A quota system allocates quantities of sugar to be produced, first of all to the Member States, which must then divide them among the various producers. Sugar is subdivided into A, B and C sugar. [4] The quantities of A and B sugar benefit from price guarantees, with the minimum price for B sugar being lower than the price of A sugar. [5] The B quota is a percentage of the A quota, which may vary according to the country and undertaking concerned. [6] C sugar is the sugar produced in excess of the sum of the A and B quotas of the undertaking concerned. It does not enjoy any price guarantee and it can be sold only outside the Community, without an export refund. [7]

3. Article 7(1) and (3) of Regulation No 1785/81 provides that the Council is to adopt general rules, in particular as regards the conditions governing the purchase, delivery and acceptance of beet and the payment for beet. It is provided in Article 30(4) and (5) that Community provisions are to be adopted by either the Commission or the Council in order to govern the contractual relationships between beet producers and sugar manufacturers, in particular the criteria for dividing beet quantities between sellers.

4. To date, such rules for the application of the regulation have still not been adopted. [8]

5. Regulation No 1785/81 also confers powers on the States, which, if there are no agreements within the trade, may take the necessary measures to protect the interests of the parties concerned (Article 7(5)). Article

* Original language: French.

1 — OJ, English Special Edition 1967, p. 304.

2 — Regulation No 1785/81 on the common organization of the markets in the sugar sector (OJ 1981 L 177, p. 4), last amended by Council Regulation (EEC) No 1069/89 of 18 April 1989 (OJ 1989 L 114, p. 1).

3 — Commission Decision 90/45/EEC of 19 December 1989 relating to a procedure under Article 85 of the EEC Treaty (OJ 1990 L 31, p. 32, point 14). See also Case 151/78 *Sukkerfabriken Nykøbing* v *Ministry of Agriculture* [1979] ECR 1, paragraph 4.

4 — See Article 24 of Regulation No 1785/81.

5 — Article 5(2) of Regulation No 1785/81.

6 — See Article 24 of Regulation No 1785/81.

7 — See Articles 24(1)(c) and 26(1) of Regulation No 1785/81 and Decision 90/45/EEC, point 16, p. 34.

8 — Regulation (EEC) No 206/68 of 20 February 1968 of the Council laying down outline provisions for contracts and inter-trade agreements on the purchase of beet (OJ, English Special Edition 1968 (I), p. 19) contains no provision on the allocation of quotas among producers of sugar beet.

1 of Regulation (EEC) No 741/75 of the Council of 18 March 1975 [9] already provided that where there was no set agreement between beet producers and sugar producers as to how the quantities of beet to be delivered should be allocated 'the Member State concerned [might] itself lay down rules for such allocation'.

6. Mr Mörlins, a farmer and beet producer, disputes the quantities of beet which the sugar manufacturer, Zuckerfabrik Königslutter-Twülpstedt AG, in which he is a shareholder, offered to purchase from him under annual delivery contracts, and in particular the way in which they were allocated between the A and B quotas.

7. On the basis of Article 30 of Regulation No 1785/81, the sugar manufacturer allocated Mr Mörlins delivery quantities made up of 19 318 decitonnes (dt) under the A quota and 15 090 dt under the B quota, in addition to which there were special delivery rights.

8. The plaintiff in the main proceedings considers that the quantities allocated should be adjusted by increasing the quantities allocated under the A quota, and brought proceedings against the sugar manufacturer in the Landgericht (Regional Court) Braunschweig; he asked that court to order the defendant to conclude a new contract for the delivery of sugar beet for the 1991-1992 marketing year with, in particular, a right to deliver at least 26 516 dt under the A quota. He relied, in particular, (i) on the prohibition of discrimination enshrined in Paragraph 26 of the German Law against Restrictions of Competition (hereinafter 'the GWB'), which provides that an undertaking in a dominant position cannot treat an undertaking, such as a supplier, differently from other similar undertakings, and (ii) on the principle of equal treatment for shareholders enshrined in German law relating to share companies, especially where shareholders make recurring performances by way of contributions in kind (Paragraph 53a of the German Law on Share Companies (hereinafter 'the AktG')).

9. Does the existence of a common organization of the markets allow national cartel law and company law to be applied to legal relationships between beet producers and sugar manufacturers?

10. In another case the Bundesgerichtshof (Federal Court of Justice) took the view, without considering it necessary to refer the matter to the Court, that that question was to be answered in the affirmative in the case of national competition law, on the main ground that the Community rules do not authorize restrictions of competition as regards the acquisition of raw materials. [10]

11. The Landgericht Braunschweig considers, on the contrary, that the existence of a common organization of the markets in the sugar sector precludes the application of German cartel law to the legal relationships in question. [11] In the light of the abovementioned decision of the Bundesgerichtshof and the question raised by the claim that national company law should be applied, the Landgericht Braunschweig has referred to the Court for a preliminary ruling two questions concerning whether, first, in order to

9 — Regulation (EEC) No 741/75 of the Council of 18 March 1975 laying down special rules for the purchase of sugar beet (OJ 1975 L 74, p. 2).

10 — Judgment of 13 November 1990, LM No 71, on Article 26 of the GWB.

11 — Order for reference, p. 7 of the French translation.

determine the criteria for the allocation of quotas among sellers, the common organization of the markets in the sugar sector precludes the application of the rules of German cartel and company law and, secondly, whether the common organization of the markets affords the national law of contract criteria for the purpose of the allocation among beet producers of the quantities which the manufacturer offers to purchase. [12]

12. Let us turn to the first question.

13. In *Sukkerfabriken Nykøbing* v *Ministry of Agriculture* [13] the Court held that the common organization of the markets in the sugar sector covered relations between beet growers and sugar manufacturers, in so far as they specifically concerned sugar production: in principle, therefore, the Member States were no longer in a position to adopt unilateral measures in that sphere.

14. Among the provisions of Regulation No 1785/81 which govern those relations, a distinction should be drawn between those which refer to future regulation by the Community and those which 'delegate' powers to the Member States.

15. Article 7(1) and (3) and Article 30(4) and (5) of Regulation No 1785/81 refer to the same situation: the common organization of the markets empowers *the Community* to determine outline provisions or adopt additional implementing rules.

16. Those provisions are radically different from Article 7(5) of Regulation No 1785/81 and Article 1 of Regulation No 741/75, which, within the framework of a common organization of a market, confer powers on the *Member States*. It was the latter provision that formed the basis of the *Sukkerfabriken Nykøbing* judgment.

17. The question here is whether, where the Community legislation expressly empowers the Community to regulate a specific aspect of a common organization of the market, a Member State may, where the Community legislature has not acted, legislate in respect of that particular aspect, as opposed to cases where the power to legislate has been expressly conferred on the Member States.

18. I shall now recall the principal decisions of the Court on this matter.

19. As the Commission rightly observes, [14] Article 43 of the Treaty, unlike Article 113 on the common commercial policy, does not confer *exclusive* competence on the Community in relation to the common agricultural policy.

20. However, once the Community makes use of its power — which it derives from Article 40(2) of the Treaty — to implement a common organization of agricultural markets, the resultant common organization 'replaces' [15] the national organizations and the Member States are no longer competent to legislate for the market in question.

12 — The questions referred to the Court are set out in Section III of the Report for the Hearing.

13 — Paragraph 17 (for the references, see footnote 3 above)

14 — Commission observations, p. 14 of the French translation.

15 — See the wording of Article 43(2)

21. Accordingly, the Court has held that

'once rules on the common organization of the market may be regarded as forming a *complete system*, the Member States no longer have competence in that field *unless Community law expressly provides otherwise*'. [16]

22. More recently, the Court has held that

'once the Community has established a common market organization in a particular sector, the Member States must refrain from taking any unilateral action which might undermine or create exceptions to it'. [17]

23. The same would apply even if the unilateral measure were to 'support the common policy of the Community'. [18] It is

'for the Community and not for a Member State to seek a solution to the problem described [in the case in question] in the context of the common agricultural policy'. [19]

24. This principle of the complete transfer of competence to the Community has an exception, which the Court mentioned in *Prantl*: [20] the regulation establishing the common organization of the market may expressly confer competence on the Member States. [21] Thus Article 1 of Regulation No 741/75 provides that '[w] here there is no set agreement within the trade as to how the quantities of beet which the manufacturer offers to buy before sowing should be allocated among the sellers, these quantities being intended for the manufacture of sugar within the basic quota limits, the Member State concerned may itself lay down rules for such allocation'. In *Sukkerfabriken Nykøbing* v *Ministry of Agriculture* the Court analysed that provision as 'abolishing the Community prohibition' [22] and authorizing the Member States concerned to adopt rules on the allocation of the quantities concerned. In that case the competent minister had adopted an order concerning the allocation of production rights within the basic quota among members of the Sukkerfabriken cooperative and producers under contract. The Court held that he had acted lawfully in doing so and observed that Article 1 of Regulation No 741/75 'is intended to empower the Member States having regard to impediments which might result from Community powers, to proceed in conformity with their national law to allocate delivery rights for beet ...'. [23]

25. Article 7(5) of Regulation No 1785/81 is another example of a provision which empowers the Member States to legislate, by way of exception, within the framework of a common organization of the market. The Court sees nothing to prevent the Member States from intervening in such a situation, provided that the general principles of

16 — Case 16/83 *Prantl* [1984] ECR 1299, paragraph 13, emphasis added.

17 — Case C-32/89 *Greece* v *Commission* [1991] ECR I-1321, paragraph 20, and Case C-61/90 *Commission* v *Greece* [1992] ECR I-2407, paragraph 22.

18 — Case 90/86 *Zoni* [1988] ECR 4285, paragraph 26. See also Case C-86/89 *Italy* v *Commission* [1990] ECR I-3891, paragraph 19.

19 — Ibid.

20 — Cited above (for the reference, see footnote 16 above).

21 — Paragraph 13.

22 — Paragraph 24.

23 — Paragraph 25.

Community law and the general rules of the common agricultural policy are observed. [24]

26. It is common ground that in Germany no measure has been adopted in pursuance of Article 7(5) of Regulation No 1785/81 or Article 1 of Regulation No 741/75.

27. It follows that here, unlike in *Sukkerfabriken Nykøbing* v *Ministry of Agriculture*, national law is not applicable by virtue of the fact that a power has been delegated by the Community legislature.

28. Article 7(3) and (4) and Article 30(5) of Regulation No 1785/81 provide for no exception to Community competence by conferring powers on the Member States. On the contrary, they confer powers on the Community. How, therefore, can a Member State regulate these matters?

29. There is no doubt that a Member State would be fundamentally incompetent to determine criteria for allocation if the Community had adopted such criteria. What is the position, however, where the Community legislature has not made any provision, and there is, accordingly, a *lacuna* in the Community rules?

30. The Court has held that

'In those circumstances, there cannot in principle be any objection to a Member State's retaining or introducing national measures designed to achieve in its own territory the aims of the market organization ...'. [25]

31. That does not mean that the Community has declined to exercise its powers and that these have been transferred to the Member States. The Member States have substitute competence in a sphere which falls exclusively within the competence of the Community. They are 'trustees of the common interest': [26]

'... such measures must not be regarded as involving the exercise of the Member State's own powers, but as the fulfilment of the duty to cooperate in achieving the aims of the common organization of the market which, in a situation characterized by the inaction of the Community legislature, Article 5 of the Treaty imposes on them'. [27]

32. This 'substitute' competence of the Member States must therefore be exercised in compliance with Article 5, the general rules of the Treaty and the relevant secondary legislation.

33. Where it serves to compensate for the absence of Community rules, competence on the part of the Member States is therefore not precluded, not even within the framework of a common organization of the market.

24 — Ibid., paragraph 22.

25 — Joined Cases 47/83 and 48/83 *Pluimveeslachterijen Midden-Nederland and Van Miert* [1984] ECR 1721, paragraph 22.

26 — Case 804/79 *Commission* v *United Kingdom* [1981] ECR 1045, paragraph 30.

27 — *Pluimveeslachterijen Midden-Nederland and Van Miert*, paragraph 23.

34. Thus the Court accepted in *Commission* v *United Kingdom* [28] that the British legislature had filled a void left by Community legislation in regard to fishing. The Court took issue only with the fact that the United Kingdom had taken this initiative without informing the Commission in good time. [29]

35. Lastly, the Court accepts competence on the part of the Member States even where the Community legislature has expressly referred to the adoption of subsequent regulations.

36. Thus Article 2(2) of Regulation (EEC) No 2777/75 of the Council [30] provided that measures designed, *inter alia*, to improve quality and to establish marketing standards in the poultrymeat sector were to be adopted by the Council. In the absence of such provisions, the Court accepted in *Pluimveeslachterijen Midden-Nederland and Van Miert* that the Netherlands was entitled to implement substitute rules, provided that they were compatible with the principles of the common organization of the market and applied in accordance with the requirements of Article 30 of the Treaty. [31]

37. It follows that, in a situation characterized by the absence of implementing measures as provided for in Article 7(3) and (4) and Article 30(5) of Regulation No 1785/81, those provisions do not preclude a Member State from adopting national rules or from taking pre-existing national rules into account.

38. What conditions must these rules satisfy?

39. In *Bussone* [32] the Court held that where Community regulations contained no provisions relating to the selling price of labels or the financing of supervision in the eggs sector a Member State was free to deal with those matters, but that

'[t]hat freedom ... cannot be used in such a way as to jeopardize the objective of the rules which grant [ed] it'. [33]

40. In relation to common organizations of the markets based on a common price system, the Court has consistently held [34] that

'... the provisions of a Community agricultural regulation establishing a price system which is applicable at the production and wholesale stages leave Member States free — without prejudice to other provisions of the Treaty — to take the appropriate measures relating to price formation at the retail and consumption stages, *on condition that they do not jeopardize the aims or functioning of the common organization of the market in question*'. [35]

28 — Cited in footnote 26, above.

29 — Paragraphs 31 and 35.

30 — Regulation (EEC) No 2777/75 of the Council of 29 October 1975 on the common organization of the market in poultrymeat (OJ 1975 L 282, p. 77).

31 — Paragraph 26.

32 — Case 31/78 *Bussone* v *Italian Ministry for Agriculture and Forestry* [1978] ECR 2429.

33 — Paragraph 16.

34 — See paragraph 18 of Case 5/79 *Buys* [1979] ECR 3203 and the case-law referred to therein.

35 — Ibid., emphasis added.

41. In *Pluimveeslachterijen Midden-Nederland and Van Miert* the Court, referring to its judgments in *Van der Hulst* [36] and *Van der Hazel*, [37] laid down the general rule that provisions adopted or maintained in force by Member States to supply *lacunae* in a common organization of the market 'are permissible only if they are compatible with the principles of the common organization of the market'. [38]

42. The common organization of the markets the sugar sector takes account, in particular, of the objectives set forth in Article 39 of the Treaty, [39] such as stabilizing the markets and protecting the standard of living of the agricultural community.

43. It will be observed at this point that, in formulating the common agricultural policy, account must be taken of the fact that in the Member States the agricultural sector is closely linked with the economy as a whole. [40]

44. The Court takes the view that a common organization of the market is based

'on the concept of *an open market to which every producer has free access* and the functioning of which is regulated solely by the instruments provided for by that organization'. [41]

45. What role falls to the competition rules in a sphere characterized by State intervention and incentives for undertakings to form groupings at both the production and the marketing stages?

46. The first paragraph of Article 42 of the Treaty provides that '[t] he provisions of the Chapter relating to rules on competition shall apply to production of and trade in agricultural products only to the extent determined by the Council within the framework of Article 43(2) and (3), account being taken of the objectives set out in Article 39'.

47. The Court held in *Maizena* [42] that Article 42 recognized

'the precedence the agricultural policy has over the aims of the Treaty in relation to competition and the power of the Council to decide how far the rules on competition should apply to the agricultural sector'. [43]

48. Therefore the rules on competition are not in principle excluded from the agricultural field. Furthermore, as long ago as 1962 Regulation No 26 provided that Articles 85 to 90 of the Treaty were to apply to all agreements, decisions and practices referred to in Articles 85(1) and 86 of the Treaty which related to production of or trade in agricultural products, provided that the objectives of the common agricultural policy were not jeopardized. [44]

36 — Case 51/74 *Van der Hulst* [1975] ECR 79, paragraph 26.

37 — Case 111/76 *Van der Hazel* [1977] ECR 901, paragraph 22.

38 — Paragraph 25.

39 — 21st recital in the preamble to Regulation No 1785/81.

40 — Article 39(2)(c).

41 — Case 83/78 *Pigs Marketing Board* v *Redmond* [1978] ECR 2347, paragraph 57, emphasis added.

42 — Case 139/79 *Maizena* v *Council* [1980] ECR 3393.

43 — Paragraph 23.

44 — Articles 1 and 2 of Regulation No 26 applying certain rules of competition to production of and trade in agricultural products (OJ, English Special Edition 1959-62, p. 129).

49. Thus, within the framework of the common organization of the market in sugar as governed by Regulation No 1785/81, the Commission, in Decision 90/45/EEC of 19 December 1989, declared that (i) a clause contained in agreements concluded between Confédération des Betteraviers Belges and Société Générale des Fabricants de Sucre de Belgique 'which granted priority to beet grown in Belgium for supplies intended for sugar production by Belgian sugar manufacturers within their maximum quotas ...' [45] and (ii) the exclusion of French beet growers in allocating deliveries of beet to a Belgian sugar manufacturer [46] constituted infringements of Article 85 of the EEC Treaty.

50. If contractual relationships between beet producers and sugar manufacturers are required to comply with Articles 85 and 86 of the Treaty, can they also come within the scope of *national* competition law, in particular provisions, such as Paragraph 26 of the GWB, which prohibit discrimination against certain suppliers by an undertaking in a dominant position?

51. I see no reason why such agreements should fall outside the scope of national competition law where it pursues, at the level of the Member State, the same objectives as the Community rules, in particular as regards abuses of a dominant position.

52. Furthermore, under the second subparagraph of Article 40(3) of the Treaty the common organization of a market is required to observe the principle of equal treatment of producers.

53. It follows that the objective of the Community rules is neither threatened nor jeopardized by a national provision prohibiting unequal treatment of suppliers of an undertaking in a dominant position. Just like the second subparagraph of Article 40(3) of the Treaty, this domestic provision is simply the expression of a general principle of equality established by Community law under which

'comparable situations are not to be treated differently and ... different situations are not to be treated alike unless such treatment is objectively justified'. [47]

54. It is therefore primarily for the national court to determine whether the application of its national law is consistent with the quota system governed by Community law. [48]

55. The national court will then have to determine whether, as the plaintiff in the main proceedings claims — regard being had to the principle of equal treatment for the producers concerned — the fact that the reference periods taken into account for the purpose of allocating delivery quantities are remote in time infringes national law in so far as it implements the principle set forth in the second subparagraph of Article 40(3) of the Treaty.

56. Whether a national rule such as Paragraph 53a of the AktG is compatible with the common organization of the markets in the sugar sector is to my mind a much more delicate issue.

45 — Operative part, Article 1.

46 — Operative part, Article 2.

47 — Case 203/86 *Spain* v *Council* [1988] ECR 4563, paragraph 25.

48 — Article 25 of Regulation No 1785/81.

57. It will be recalled that Paragraph 53a lays down the principle of equal treatment for shareholders as follows: 'In similar situations, shareholders must be treated in the same way'.

58. German law recognizes a special form of limited company, namely a company imposing obligations on the shareholders to render recurring performances (Nebenleistungs-AG). In addition to his contribution to the share capital, a shareholder is required by the Articles of Association to make supplementary contributions by 'rendering periodic performances other than the payment of money', [49] such as supplying raw materials, for example beet. Moreover, this type of company is virtually non-existent outside the sugar-beet processing sector. [50]

59. Where a shareholder in such a company disputes the way in which the company allocates his delivery quantities between A and B quotas, is he entitled to rely on Paragraph 53a of the AktG and claim the right not to be treated less favourably than other shareholders in the same situation? Does Community law accept that the principle laid down by that provision can serve as a criterion for the allocation between beet growers of the quotas allocated [51] to the sugar-producing undertaking?

60. In my view the answer must be in the affirmative, provided that the quotas are allocated among producers who are shareholders.

61. The requirement that shareholders must be treated equally is simply the expression in national law of the Community-law principle of equality set out in the second subparagraph of Article 40(3). It follows that the criterion for allocation adopted by the sugar factory, such as, for example, the quantity delivered during a specific reference period, must be applied without discrimination as between shareholder producers.

62. However, the principle is not relied on here in that context alone. The national court observes that, according to the plaintiff in the main proceedings, 'the defendant's Articles of Association ... require preference to be shown to shareholders' and that 'the factory must first divide its A and B quantities between them'. [52] In such a situation, is a shareholder entitled to rely on the principle laid down in Article 53a of the AktG in order to be given preference by the sugar manufacturer over suppliers who are not shareholders?

63. There can be no question of attempting to interpret Article 53a of the AktG, which falls within the sole jurisdiction of the national court; however, it should be pointed out that the first paragraph of Article 1 of Regulation No 741/75 of the Council — which was not repealed by Council Regulation No 1785/81 — provides an interesting indication in this regard. It provides that the rules on how the quantities of beet which the manufacture offers to buy for the manufacture of sugar within its quota limits are to be allocated among sellers may be determined by the Member State concerned where there is no agreement within the trade. In that case, the second paragraph of Article 1 of

49 — Paragraph 55 of the AktG.

50 — See the observations of the Commission, p. 8 of the French translation.

51 — Under Article 24 of Regulation No 1785/81.

52 — Order for reference, p. 4 of the French translation.

Regulation No 1785/81, interpreted in the light of *Sukkerfabriken Nykøbing* v *Ministry of Agriculture*, [53] allows that, still within the same limits, delivery rights may be granted to sellers of beet who are not members of the sugar-producing cooperative.

64. Provided that such rights have been granted to third parties by a company with accessory obligations which manufactures sugar, is a shareholder entitled to rely on the principle of equality between shareholders in order to challenge them?

65. There is an objective difference between shareholder producers and non-shareholder producers which confers, or which may confer, different rights on those two categories of persons, while affecting the delivery rights of the persons concerned. This difference must be taken into account when applying the principle of equal treatment.

66. Accordingly, I share the Commission's view that that principle must be applied in the sphere of the law relating share companies 'in so far as deliveries by sugar-beet growers are based on accessory obligations to make contributions defined in the Articles of Association'. [54] There is thus no doubt as to the requirement for equal treatment of shareholders.

67. This obligation does not, however, preclude rights validly granted to non-shareholders. Shareholders may challenge them only if it is established that those rights were granted in breach of their rights. This is exclusively a matter for the national court to determine.

68. The second question can be dealt with briefly.

69. This question seeks in essence to identify the criteria which the common organization of the markets in the sugar sector might, as directly applicable law, afford to the national law of contract for the purposes of allocating the quantities of beet between growers in accordance with the quotas.

70. This question may be interpreted in two ways.

71. First, it may refer to the directly applicable rules of Community law which determine criteria on which an individual may rely in the context of a contract concluded between a beet grower and a sugar manufacturer.

72. As we have seen, the regulations on the common organization of the market in sugar, which, by definition, are directly applicable, are silent as regards such criteria. None the less, the consequence is not a 'legal vacuum'. [55] Articles 39 to 46 of the Treaty are binding on the Member States. However, they do not directly create rights in individuals. [56]

53 — Paragraphs 23 and 25. It should be observed that the main proceedings in that case concerned the allocation of the quantities which could be delivered *within the limits of the undertaking's basic quota* (see paragraphs 14 and 15).

54 — Commission observations, p. 9 of the French translation.

55 — See Case 68/76 *Commission* v *France* [1977] ECR 515, paragraph 22.

56 — It follows from the last subparagraph of paragraph 6 of Case 2/73 *Geddo* [1973] ECR 865 that the second subparagraph of Article 40(3) does not have direct effect.

73. Secondly, the question may refer to the criteria laid down by Community law for the national legislature, such as the principle of non-discrimination set forth in the second subparagraph of Article 40(3) or the objectives of the common agricultural policy referred to in Article 39. I have mentioned these in answering the first question.

74. In the light of these observations, I propose that the Court should rule as follows:

I. Council Regulation (EEC) No 1785/81 does not preclude national rules being applicable in the absence of Community harmonization measures in the context of the common organization of the markets in the sugar sector which require contracts concluded between beet growers and sugar manufacturers to comply with the principle of equal treatment as that principle has to apply (a) as between suppliers by virtue of competition law and (b) as between shareholders in a company with accessory obligations by virtue of company law, provided that the rules are compatible with the objective pursued by the common organization of the markets and the quota system.

II. As Community law stands, the common organization of the markets in sugar contains no rule on the allocation of quotas between producers capable of being directly relied upon by an individual before the national courts.