

Case T-87/94

J.C. Blom and Others

v

**Council of the European Union and
Commission of the European Communities**

(Action for damages — Non-contractual liability — Milk — Additional levy — Reference quantity — Producers who entered into a non-marketing undertaking — SLOM 1983 producers — Failure to resume production on expiry of the undertaking)

Judgment of the Court of First Instance (Fifth Chamber), 30 May 2006 . . . II - 1387

Summary of the Judgment

*Non-contractual liability — Conditions — Unlawful conduct of the institutions
(Art. 288, second para., EC; Council Regulations Nos 857/84 and 2187/93)*

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The Community's liability as regards milk producers who entered into a non-marketing undertaking is incurred in respect of each producer who suffered loss because he was prevented from delivering milk by Regulation No 857/84 adopting general rules for the application of the levy referred to in Article 5c of Regulation No 804/68 in the milk and milk products sector. That liability is based on breach of the principle of the protection of legitimate expectations. However, that principle may be invoked against Community legislation only to the extent that the Community itself previously created a situation which could give rise to a legitimate expectation.

Therefore, producers whose undertaking expired in 1983 can validly base their actions for compensation on infringement of that principle only where they show that their reasons for not resuming milk production during the reference year are connected with the fact that they had stopped production for a certain time and that they were unable, for reasons to do with the organisation of that production, to resume production immediately. It follows that those producers must

prove that they clearly manifested their intention to resume milk production upon expiry of their non-marketing undertaking.

In that regard, the fact that the producer subsequently obtained a provisional reference quantity, which was later converted into a definitive reference quantity, does not in itself prove that upon expiry of his non-marketing undertaking he had the intention to resume milk production.

Likewise, the fact that a producer received an offer of compensation under Regulation No 2187/93 providing for an offer of compensation to certain producers of milk and milk products temporarily prevented from carrying on their trade cannot constitute proof of fulfilment of the conditions necessary for establishing the liability of the Community for the damage alleged.

(see paras 103, 104, 107, 108, 119, 124)