

## Case T-509/93

**Richco Commodities Ltd**

**v**

**Commission of the European Communities**

(Emergency assistance given by the Community to the States of the former Soviet Union — Invitation to tender — Action for annulment — Admissibility)

Judgment of the Court of First Instance (Third Chamber), 24 September 1996 .... II - 1183

### Summary of the Judgment

1. *Actions for annulment — Actionable measures — Definition — Acts producing legal effects — Refusal by the Commission to recognize a supply contract concluded in the context of implementation of a loan granted by the Community to a non-member State as being in conformity with the applicable Community provisions*  
(EC Treaty, Art. 173, first para.)
2. *Actions for annulment — Natural or legal persons — Measures of direct and individual concern to them — Implementation of a loan granted by the Community to the Soviet Union and its constituent republics — Commission decision addressed to the borrower, refusing to recognize amendments made to contracts concluded between the agent designated by the borrower and an undertaking to which the contract is awarded as being in conformity with the applicable Community provisions — Action brought by the undertaking — Inadmissibility*  
(EC Treaty, Art. 173, fourth para.)

1. An action for annulment may be brought against all measures adopted by the institutions, whatever their nature or form, which are intended to have legal effects.

That is so in the case of a measure by which the Commission refuses to recognize a contract for the supply of wheat as being in conformity with the Community financing conditions laid down in the context of implementation of a loan granted by the Community to the Soviet Union and its constituent republics in order to enable agricultural and food products and medical supplies to be imported. Such a measure produces legal effects in relation to the financial agent of the borrowing republic, since that agent is deprived of the right to request disbursement of the loan.

2. In the implementation of a loan granted by the Community to the Soviet Union and its constituent republics in order to enable agricultural and food products and medical supplies to be imported, an undertaking awarded a contract for the

supply of wheat is not directly concerned, within the meaning of the fourth paragraph of Article 173 of the Treaty, by a Commission decision addressed to the financial agent of the borrowing republic refusing to recognize amendments made to the contracts concluded between the contracting undertaking and the agent designated for that purpose by the borrowing republic as being in conformity with the applicable Community provisions, since that undertaking has a legal relationship only with the party with whom it contracts, namely the agent appointed to conclude purchase contracts, whilst the Commission has legal relations only with the party with whom it contracts, namely the financial agent of the borrowing republic, and the action of the Commission, whose role is merely to verify that the conditions laid down by the Community rules are fulfilled, does not therefore affect the legal validity of the aforementioned contracts.

It follows that the undertaking to which the contract is awarded does not have the right to bring proceedings for annulment of the decision in question.