

## Joined Cases T-121/96 and T-151/96

**Mutual Aid Administration Services NV (MAAS)**

**v**

**Commission of the European Communities**

(Actions for the free supply of agricultural products to the peoples  
of Georgia, Armenia, Azerbaijan, Kyrgyzstan and Tajikistan —  
Successful tenderer's duty to pay dispatch money)

Judgment of the Court of First Instance (Fourth Chamber), 18 September 1997 II - 1357

### Summary of the Judgment

1. *Actions for annulment — Time-limits — Mandatory — Examination by the Court of First Instance of its own motion*  
(EC Treaty, Art. 173, fifth para.)
2. *Acts of the institutions — Individual decision — Notification — Concept*  
(EC Treaty, Art. 191(3))
3. *Agriculture — Common agricultural policy — Food aid — Actions for the free supply of agricultural products to the peoples of Georgia, Armenia, Azerbaijan, Kyrgyzstan and Tajikistan — Conditions of carriage — Costs relating to discharge of vessels — Obligation to pay 'dispatch money'*  
(Council Regulation No 1975/95; Commission Regulations Nos 2009/95 and 449/96)

1. The time-limit prescribed for bringing an action under Article 173 of the Treaty is a matter of public policy and is not subject to the discretion of the parties or the Court, since it was established in order to ensure that legal positions are clear and certain and to avoid any discrimination or arbitrary treatment in the administration of justice. Since, pursuant to Article 113 of the Rules of Procedure, failure to observe the time-limit constitutes an absolute bar to the admissibility of the action, the Court of First Instance must ascertain of its own motion whether it was observed.
2. A decision is duly notified if it is notified to the person to whom it is addressed and that person is placed in a position to become aware of the existence of the decision and the reasons given by the institution to justify it.
3. It is clear from Council Regulation No 1975/95 on actions for the free supply of agricultural products to the peoples of Georgia, Armenia, Azerbaijan, Kyrgyzstan and Tajikistan, Regulations Nos 2009/95 and 449/96 adopted by the Commission within the framework established by that regulation, the decision of 27 March 1996 awarding the contract and the Memorandum drawn up on 10 October 1995 between the Commission and the Georgian authorities, that undertakings which submitted successful tenders for the transport were required to pay 'dispatch money' to the Georgian authorities, where necessary. Since the successful tenderer was able to examine those provisions, neither the fact that a 'no dispatch' clause was contained in the charter-party entered into between the successful tenderer and the shipowner, nor the fact that no 'dispatch' rate was notified when the contract was awarded is such as to relieve the applicant of that obligation. On the one hand, the charter-party is intended only to govern the relationship between the successful tenderer and the shipowner and does not in any way affect the applicant's legal position *vis-à-vis* the Commission, and on the other hand, no provision of the regulations applicable in the instant case requires the Commission to determine the 'dispatch' rate before or at the time of awarding the various contracts of carriage.