

Case T-151/94

British Steel plc

v

Commission of the European Communities

(ECSC Treaty — Competition — Agreements between undertakings, decisions by associations of undertakings and concerted practices — Price-fixing — Market sharing — Systems for the exchange of information)

Judgment of the Court of First Instance (Second Chamber, Extended Composition), 11 March 1999 II- 631

Summary of the Judgment

1. *ECSC — Agreements, decisions and concerted practices — Fines — Amount — Determination thereof — Criteria — Turnover*
(ECSC Treaty, Art. 65(5))
2. *ECSC — Agreements, decisions and concerted practices — Fines — Amount — Determination thereof — Cases in which the fine is fixed by the Community judicature — Unlimited jurisdiction*
(ECSC Treaty, Art. 36, second para.)

1. Under Article 65(5) of the ECSC Treaty, the Commission is required to take into account the turnover of the undertaking concerned as the basic criterion for calculating the fine. That approach is based on the principle that the turnover in the products which have been the subject of a restrictive practice constitutes an objective criterion giving a proper measure of the harm which that practice does to normal competition.

In the absence of extenuating or aggravating circumstances, or other duly established exceptional circumstances, the Commission is required, by virtue of the principle of equal treatment, to apply, for the purpose of calculating the fine, the same reference rate to all undertakings which have taken part in the same infringement.
2. By its nature, the fixing of a fine by the Court of First Instance in the exercise of its unlimited jurisdiction is not an arithmetically precise operation. Moreover, the Court is not bound by the Commission's calculations, but must carry out its own assessment, taking all the circumstances of the case into account.