

Case T-514/93

Cobrecaf SA and Others

v

Commission of the European Communities

(Fisheries — Community financial assistance for the construction of fishing vessels — Regulation (EEC) No 4028/86 — Admissibility — Confirmatory decision — Action for damages)

Judgment of the Court of First Instance (Fourth Chamber), 15 March 1995 ... II - 623

Summary of the Judgment

- 1. Procedure — Time-limits for bringing actions — Time-bar — Excusable error — Concept*
- 2. Actions for annulment of measures — Action challenging a decision confirming a decision not challenged within the time-limit — Inadmissibility
(EC Treaty, Art. 173)*
- 3. Actions for damages — Independent of action for annulment — Action aimed at securing withdrawal of an individual decision which has become definitive — Inadmissibility
(EC Treaty, Art. 178 and second para. of Art. 215)*

4. *Non-contractual liability — Conditions — Administrative fault — Lack of care in correcting an error of which the relevant department was aware (EC Treaty, second para. of Art. 215)*

1. On the question of time-limits for bringing proceedings, which are at the discretion of neither the court nor the parties and are a matter of public policy, the concept of excusable error must be interpreted narrowly and can apply only to exceptional circumstances where, in particular, the conduct of the institution concerned was, either alone or to a decisive extent, such as to give rise to understandable confusion in the mind of a person acting in good faith and exercising normal care and attention. Verbal assurances allegedly given by Commission officials, even assuming them to have been proven, cannot, given the duties which a person exercising an ordinary degree of care must fulfil, amount to an exceptional circumstance such as to excuse the failure by the addressee of a decision not allowing his claims to bring a timeous action against it.
2. Where an applicant lets the time-limit for bringing an action against a decision unequivocally laying down a measure with legal effects affecting his interests and binding on him expire, he cannot start time running again by asking the institution to reconsider its decision and bringing an action against the refusal confirming the decision previously taken.
3. The fact that an application for annulment is inadmissible does not in itself render a claim for damages inadmissible, since the action provided for in Articles 178 and 215 of the Treaty is an independent form of action in the system of remedies available in Community law. That is not, however, the case where the action for damages is actually aimed at securing withdrawal of an individual decision which has become definitive and would, if upheld, have the effect of nullifying the legal effects of that decision.
4. The obvious lack of care on the part of the Commission indicated by the fact that, although perfectly aware of the error which it had made in calculating the level of investment eligible for Community aid, it took fifteen months to rectify it, subjecting the payment of the aid to its recipient to the same delay, constitutes an administrative fault of a kind for which the Community incurs non-contractual liability.