

SUMMARY

## Case C-48/16. Commercial agents

Must the expression 'the contract between the third party and the principal will not be executed' in Article 11 of Council Directive 86/653 on the coordination of the laws of the Member States relating to self-employed commercial agents be interpreted as meaning:

- complete non-execution of the contract, that is, neither the principal nor the third party even partly performs what is provided for in the contract, or
- even partial non-execution of the contract, that is, the volume of transactions envisaged is not achieved, for example, or the contract will not last for the time envisaged?
- may only legal reasons leading directly to termination of the contract be considered (for example, the contract ceases as a result of the non-performance of an obligation under it by the third party), or
- may it also be considered whether those legal reasons were not the result of the conduct of the principal in the legal relationship with that third party which induced the third party to lose confidence in the principal and consequently to breach an obligation under the contract with the principal?

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**Creator:** European Court of Justice (ECJ)

**Verdict at:** 2016-01-27

**Case number:** C-48/16