



COMPETITION APPEAL TRIBUNAL

**NOTICE OF AN ADDITIONAL CLAIM UNDER
SECTION 47A OF THE COMPETITION ACT 1998**

CASE NO. 1244/5/7/15

Pursuant to rule 33(8) of the Competition Appeal Tribunal Rules 2015 (S.I. 2015 No. 1648) (“the Tribunal Rules”), the Registrar gives notice of the receipt of an additional claim made pursuant to rule 39 of the Tribunal Rules (the “Rule 39 Claim”) on 24 February 2016, under section 47A of the Competition Act 1998 (“the Act”), by (1) Pilkington Group Limited; and (2) Pilkington Automotive Limited (together, the “Rule 39 Claimants”) against (1) Asahi Glass Co., Ltd; (2) AGC Glass Europe SA; (3) AGC Automotive Europe SA; (4) AGC France SAS; (5) AGC Flat Glass Italia S.r.l.; and (6) AGC Glass Germany GmbH (together, the “Rule 39 Defendants”). The Rule 39 Claimants are represented by Herbert Smith Freehills LLP, Exchange House, Primrose Street, London EC2A 2EG (Reference: Kim Dietzel/Grace Aylward/Natalia Rodriguez).

On 18 December 2015, (1) Peugeot Citroën Automobiles UK Ltd; (2) Peugeot Motor Company plc; (3) Peugeot Citroën Automobiles SA; (4) Société Européenne de Véhicules Légers du Nord Sevel Nord; (5) Automóviles Citroën España SA; (6) Peugeot Citroën Automóviles España SA; (7) Peugeot España SA; (8) PCA Slovakia s.r.o.; and (9) Saab Automobile AB Konkursbo (together, the “Claimants”) brought a claim against the Rule 39 Claimants under section 47A of the Act (“the Main Claim”). The Rule 39 Claimants are the defendants to the Main Claim: see the summary of claim dated 22 December 2015 http://www.catribunal.org.uk/files/1244_Peugeot_Summary_221215.pdf. On 10 February 2016, the President gave case management directions in the Main Claim, including in relation to the Rule 39 Claim: see the Order of the President dated 10 February 2016 http://www.catribunal.org.uk/files/1244_Peugeot_Order_100216.pdf.

The Main Claim arises from a decision of the European Commission (“the Commission”) (Case COMP/39.125 – Carglass) of 12 November 2008 relating to a proceeding under Article 81 of the EC Treaty (now Article 101 of the Treaty on the Functioning of the European Union (“TFEU”)) and Article 53 of the Agreement on the European Economic Area (the “EEA Agreement”) (“the Decision”). The Rule 39 Claimants and the Rule 39 Defendants are addressees of the Decision. Each of the addressees was held to have infringed Article 101 of the TFEU and Article 53 of the EEA Agreement by participating in agreements and/or concerted practices between a number of parties in relation to the sale of car glass (“the Infringement”).

According to the Rule 39 Claim, the Rule 39 Defendants and/or their respective corporate predecessors were all manufacturers and/or suppliers of car glass during the cartel period (10 March 1998 to 11 March 2003) and were all addressees of the Decision. The Rule 39 Defendants were thus found by the Commission to have been party to the agreements and/or concerted practices referred to above, on the basis of their own participation and/or that of their servants, agents, subsidiaries, associated companies and/or corporate predecessors, and so have committed the Infringement which forms the basis of the Main Claim.

The Rule 39 Claimants deny the Main Claim. However, to the extent that the Rule 39 Claimants may be held liable to the Claimants as alleged or at all on the basis of the Infringement, the Rule 39 Defendants are jointly and severally liable to the Claimants with the Rule 39 Claimants for the loss and damage caused by the Infringement. The Rule 39 Claimants accordingly claim a contribution and/or indemnity from each of the Rule 39 Defendants pursuant to section 1(1) of the Civil Liability (Contribution) Act 1978 and/or in equity and/or otherwise howsoever. The Rule 39 Claimants further claim a contribution and/or indemnity in respect of any costs incurred or any costs liability in connection with the Main Claim.

Further, the Rule 39 Claimants claim a declaration and/or injunction that the Rule 39 Defendants shall be required to pay any respective contributions (whether to the Claimants or otherwise) before the Rule 39 Claimants are required to make payment to the Claimants, alternatively before the Rule 39 Claimants are

required to pay the Claimants any sum in excess of the amount which the Tribunal concludes it is just and equitable that the Rule 39 Claimants should pay.

If necessary, and in so far as necessary, the Rule 39 Claimants claim interest pursuant to rule 105 of the Tribunal Rules and/or the Senior Courts Act 1981 and/or compound interest in equity and/or judgment rate and for such period as the Tribunal thinks fit.

The Rule 39 Claimants claim:

- (1) A declaration that the Rule 39 Defendants shall pay a contribution and/or an indemnity in respect of the damages and costs.
- (2) An order for the payment of such contribution and/or indemnity.
- (3) Interest.
- (4) Injunctive and/or declaratory relief.
- (5) Such further or other relief as the Tribunal sees fit.

Further details concerning the procedures of the Competition Appeal Tribunal can be found on its website at www.catribunal.org.uk. Alternatively, the Tribunal Registry can be contacted by post at Victoria House, Bloomsbury Place, London WC1A 2EB, or by telephone (020 7979 7979), fax (020 7979 7978) or email (registry@catribunal.org.uk). Please quote the case number mentioned above in all communications.

Charles Dhanowa OBE, QC (Hon)
Registrar
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