

# GENERAL AGREEMENT ON TARIFFS AND TRADE

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CONTRACTING PARTIES  
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## AGREEMENT OF ASSOCIATION BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND TURKEY

Statement by H.E. K.B. Lall, of India, on 23 March

My delegation are concerned to note that contracting parties are not prepared to derive from the information before us the only conclusion which can be derived from that information. It is possible that after this item had been kept on the agenda the applicability or otherwise of Article XXIV may become clearer. But on the information which has been supplied it is quite clear to my Government that the terms of Article XXIV are not attracted. If the CONTRACTING PARTIES, in pursuit of solutions for practical problems, in a spirit of sympathy and co-operation, get into the habit of taking lightly the provisions of the General Agreement itself, we are on a dangerous and slippery road. The Director-General called our attention to the great developments that have taken place, and to the important rôle which this institution now plays. Are we today to confirm what he told us? Or are we to confirm that we do not take our responsibilities seriously?

I do not deny that the Ankara Agreement is an excellent attempt to solve certain practical problems. In fact, my delegation would like to take this opportunity to note some of its interesting features. The fact that advanced nations have exercised self-restraint, have acted in conformity with the principle of non-reciprocity, and have not insisted on counterpart concessions, is welcome. The fact that the Government of Turkey are not raising further barriers against the trade of third countries is another welcome development. And the fact that the products of Turkey are going to receive preferential treatment in the European Economic Community and both the Government of Turkey and the European Economic Community have declared their readiness to consult with third countries, to whom such treatment may cause some difficulties, is also to be welcomed.

The only aspect which worries my delegation is that, when so many welcome features are present in the Ankara Agreement, we should take a view which does some violence to our loyalty to the Agreement itself. Could not these practical problems be solved by recourse to some other provision of the Agreement? It is not that the Agreement does not provide for situations of this nature. I would call the attention of contracting parties to the provisions of Article XXV. My delegation will be willing to join with other delegations to see to what extent

the substantive part of the Agreement can be covered by the CONTRACTING PARTIES by recourse to Article XXV. It is our feeling that practically the whole of the substantive part of the Agreement can be covered by such recourse. It should also be noted that recourse to Article XXV does not preclude the Governments of Turkey and member States of the Economic Community from arriving at a stage of development in their relations at which the CONTRACTING PARTIES could consider applying Article XXIV. My delegation has been unable to understand, when such provisions are available, when the CONTRACTING PARTIES are ready and willing to apply those provisions, and when the CONTRACTING PARTIES are not raising any objection to the eventual membership by Turkey of the European Economic Community or the application of Article XXIV, why legal courses should not be followed and why courses, the legality of which are in doubt, are preferred? On this point, we would like to know why these asking us to give our agreement to these actions being taken under Article XXIV do so when they themselves are not completely sure that they can be taken under this Article. If it is a purely legal question, my delegation would like it to be dealt with in a legal manner.

To the international community occasions when parties genuinely differ on the interpretation of a legal document are not rare. The procedures which are employed on such occasions for arriving at a correct interpretation or a correct understanding are also not unknown. It is true that in the CONTRACTING PARTIES there has been no previous occasion to resort to such procedures and it is not the contention of my delegation that we should resort to such procedures in this case; but if, however, the issue is a legal one, and only a legal one, and if we are unable to agree amongst ourselves on the interpretation of Article XXIV, I would submit that the proper course for us to follow is to follow the precedents in regard to such cases. If, on the other hand, the issue is a practical one, I would say that the spirit of the General Agreement beckons us to address ourselves to the problem in a practical manner.

I would suggest that it would not be enough for us to have had the opportunity of having our say. It is an occasion which requires of each one of us a searching examination of our own loyalty to the General Agreement and requires of us a reaffirmation of that loyalty. It is an occasion which requires us to give evidence of our determination to pursue those practical courses which are open to us within the General Agreement. If contracting parties come to the conclusion that the General Agreement is itself inadequate to meet the kinds of problems with which the Community or Turkey are faced, then I invite them to join those contracting parties which are struggling to secure the amendment of the General Agreement so that it provides for the solution of problems for which it does not so far provide.