



COUR EUROPÉENNE DES DROITS DE L'HOMME  
EUROPEAN COURT OF HUMAN RIGHTS

SECOND SECTION

**CASE OF L.M.G. v. ITALY**

*(Application no. 32655/96)*

JUDGMENT  
(Friendly settlement)

STRASBOURG

19 April 2001



**In the case of L.M.G. v. Italy,**

The European Court of Human Rights (Second Section), sitting as a Chamber composed of:

Mr C.L. ROZAKIS, *President*,

Mr A.B. BAKA,

Mr G. BONELLO,

Mr P. LORENZEN,

Mrs M. TSATSA-NIKOLOVSKA,

Mr E. LEVITS,

Mr A. KOVLER, *judges*,

and Mr E. FRIBERGH, *Section Registrar*,

Having deliberated in private on 5 April 2001,

Delivers the following judgment, which was adopted on that date:

## PROCEDURE

1. The case originated in an application (no. 32655/96) against Italy lodged with the European Commission of Human Rights (“the Commission”) under former Article 25 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by an Italian national, Mr L.M.G. (“the applicant”), on 16 January 1996.

2. The applicant was represented by Mr P. Giuggioli, a lawyer practising in Milan. The Italian Government (“the Government”) were represented by their Agent, Mr U. Leanza, and by their co-agent, Mr V. Esposito.

3. The applicant complained about his prolonged inability - through lack of police assistance - to recover possession of his apartment and about the duration of the eviction proceedings.

4. On 22 June 2000, after obtaining the parties’ observations, the Court declared the application admissible.

5. On 5 March 2001 and on 26 February 2001, the applicant and the Agent of the Government respectively submitted formal declarations proposing a friendly settlement of the case.

## THE FACTS

6. Mrs Z. was the owner of an apartment in Milan, which she had let to Z. F. In a writ served on the tenant on 11 March 1985, the heirs of Mrs Z., who had died in the meantime, informed the tenant that they intended to terminate the lease and summoned him to appear before the Milan Magistrate.

7. By a decision of 28 March 1985, which was made enforceable on 25 July 1985, the Milan Magistrate upheld the validity of the notice to quit and ordered that the premises be vacated by 28 March 1986. Later, the Magistrate postponed the deadline for the vacation to 13 March 1987.

8. On 1 December 1989, Mr G.F. became the owner of the apartment.

9. On 21 November 1991, he served notice on the tenant requiring her to vacate the premises.

10. On 17 January 1992, he served notice on the tenant informing her that the order for possession would be enforced by a bailiff on 14 February 1992.

11. On 7 May 1992, the applicant became the owner of the apartment.

12. On 25 August 1992, the applicant made a statutory declaration that he urgently required the premises as accommodation for himself.

13. Between 14 February 1992 and 11 March 1996, the bailiff made 20 attempts to recover possession. Each attempt to recover possession of the apartment proved unsuccessful, as the applicant was never granted the assistance of the police in enforcing the order for possession.

14. On 20 June 1996, the tenant vacated the premises.

## THE LAW

15. On 5 March 2001, the Court received the following declaration from the Government:

“I declare that the Government of Italy offer to pay a sum totalling 30,000,000 ITL to Mr L.M.G. with a view to securing a friendly settlement of the application registered under no. 32655/96. This sum shall cover any pecuniary and non-pecuniary damage and costs (26,000,000 ITL) as well as legal costs (4,000,000 ITL), and it will be payable immediately after the notification of the judgment delivered by the Court pursuant to Article 39 of the European Convention on Human Rights. This payment will constitute the final resolution of the case.

This declaration does not entail any acknowledgement by the Government of a violation of the European Convention on Human Rights in the present case.

The Government further undertake not to request the reference of the case to the Grand Chamber under Article 43 § 1 of the Convention.”

16. On 26 February 2001, the Court received the following declaration signed by the applicant:

“I note that the Government of Italy are prepared to pay a sum totalling 30,000,000 ITL to Mr L.M.G. This sum shall cover any pecuniary and non-pecuniary damage and costs (26,000,000 ITL) as well as legal costs (4,000,000 ITL) with a view to securing a friendly settlement of application no. 32655/96 pending before the Court.

I accept the proposal and waive any further claims in respect of Italy relating to the facts of this application. I declare that the case is definitely settled.

This declaration is made in the context of a friendly settlement which the Government and the applicant have reached.

I further undertake not to request the reference of the case to the Grand Chamber under Article 43 § 1 of the Convention after the delivery of the Court's judgment."

17. The Court takes note of the agreement reached between the parties (Article 39 of the Convention). It is satisfied that the settlement is based on respect for human rights as defined in the Convention or its Protocols (Article 37 § 1 *in fine* of the Convention and Rule 62 § 3 of the Rules of Court).

18. Accordingly, the case should be struck out of the list.

#### FOR THESE REASONS, THE COURT UNANIMOUSLY

1. *Decides* to strike the case out of the list;
2. *Takes note* of the parties' undertaking not to request a rehearing of the case before the Grand Chamber.

Done in English, and notified in writing on 19 April 2001 pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Erik FRIBERGH  
Registrar

Christos ROZAKIS  
President