



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

SECOND SECTION

CASE OF GEFIMA IMMOBILIARE s.r.l. v. ITALY

(Application no. 33943/96)

JUDGMENT
(Friendly settlement)

STRASBOURG

19 April 2001

In the case of Gefima Immobiliare s.r.l. 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. 33943/96) 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 company Gefima Immobiliare s.r.l. (“the applicant”), on 24 September 1996.

2. The applicant was represented by Mr C. Silvi, a lawyer practising in Rome. 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 its prolonged inability - through lack of police assistance - to recover possession of its apartment and about the duration of the eviction proceedings.

4. On 29 June 2000, after obtaining the parties’ observations, the Court declared the application admissible.

5. On 20 February 2001 and on 5 March 2001, the applicant and the Agent of the Government respectively submitted formal declarations proposing a friendly settlement of the case.

THE FACTS

6. Mrs I.I. was the owner of an apartment in Rome, which she had let to A.P. In a writ served on the tenant on 4 November 1983, Mrs I.I. communicated her intention to terminate the lease and summoned the tenant to appear before the Rome Magistrate.

7. By a decision of 21 January 1984, which was made enforceable on the same day, the Rome Magistrate upheld the validity of the notice to quit and ordered that the premises be vacated by 31 December 1984.

8. On 22 January 1986, Mrs I.I. served notice on the tenant requiring her to vacate the premises. On 30 May 1986, she served notice on the tenant informing her that the order for possession would be enforced by a bailiff on 14 July 1986.

9. Between 14 July 1986 and 19 June 1990, the bailiff made 16 attempts to recover possession.

10. On 24 September 1990, the applicant became the owner of the apartment.

11. Between 4 October 1990 and 25 September 1996, the bailiff made 17 attempts to recover possession. As from 25 October 1996, the applicant intervened in the enforcement proceedings.

12. Between 12 December 1996 and 21 July 1999, the bailiff made 10 attempts to recover possession.

13. Each attempt to recover possession of the apartment proved unsuccessful, as, under the statutory provisions providing for the staggering of evictions, the applicant was not entitled to police assistance in enforcing the order for possession.

14. Following the entry into force of Law no. 431 of 1998, on 24 July 1999 the tenant asked the Rome District court to set a fresh date for the eviction.

15. The Rome District court fixed the eviction for 19 May 2000.

THE LAW

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

“I declare that the Government of Italy offer to pay 80,000,000 ITL to GEFIMA IMMOBILIARE s.r.l. with a view to securing a friendly settlement of the application registered under no. 33943/96. This sum shall cover any pecuniary and non-pecuniary damage as well as costs, 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.”

17. On 20 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 80,000,000 ITL covering both pecuniary and non-pecuniary damage and costs to GEFIMA IMMOBILIARE s.r.l. with a view to securing a friendly settlement of application no. 33943/96 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 company 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.”

18. 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).

19. 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