



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

SECOND SECTION

**CASE OF SIT s.r.l. v. ITALY**

*(Application no. 32650/96)*

JUDGMENT  
(Friendly Settlement)

STRASBOURG

4 October 2001



**In the case of SIT 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,

Mrs M. TSATSA-NIKOLOVSKA,

Mr E. LEVITS,

Mr A. KOVLER, *judges*,

Mr G. RAIMONDI, *ad hoc judge*,

and Mr E. FRIBERGH, *Section Registrar*,

Having deliberated in private on 13 September 2001,

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

## PROCEDURE

1. The case originated in an application (no. 32650/96) 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, SIT s.r.l. (“the applicant”), on 4 April 1996.

2. The applicant was represented by Mrs I. Saba, a lawyer practising in Pisa. 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 15 March 2001, after obtaining the parties’ observations, the Court declared the application admissible.

5. On 16 July 2001 and on 12 July 2001, the applicant and the Agent of the Government respectively submitted formal declarations proposing a friendly settlement of the case.

## THE FACTS

6. The applicant is the owner of an apartment in Livorno, which it had let to R.G. In a registered letter of 29 March 1983, the applicant informed the tenant that it intended to terminate the lease on expiry of the term on 31 December 1983 and asked him to vacate the premises by that date.

7. In a writ served on the tenant on 29 April 1984, the applicant reiterated its intention to terminate the lease and summoned the tenant to appear before the Livorno Magistrate.

8. On 7 May 1984, the Livorno Magistrate upheld the validity of the notice to quit and ordered that the premises be vacated by 28 February 1985. That decision was made enforceable on 21 May 1984.

9. On 5 January 1986, the applicant served notice on the tenant requiring him to vacate the premises.

10. On 20 February 1986, it served notice on the tenant informing him that the order for possession would be enforced by a bailiff on 14 March 1986.

11. Between 14 March 1986 and 6 June 1997, the bailiff made twenty-one attempts to recover possession. Each attempt proved unsuccessful as, under the statutory provisions providing for the suspension or the staggering of evictions, the applicant was not entitled to police assistance in enforcing the order for possession.

12. On an unspecified of June 1997, the applicant repossessed the apartment.

## THE LAW

13. On 13 July 2001, the Court received the following declaration from the Government:

"I declare that the Government of Italy offer to pay 40,000,000 ITL to SIT s.r.l. with a view to securing a friendly settlement of the application registered under no. 32650/96. This sum shall cover any pecuniary and non-pecuniary damage as well as costs, and it will be payable within three months starting from 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."

14. On 24 July 2001, the Court received the following declaration signed by the applicant's representative:

"I note that the Government of Italy are prepared to pay a sum totalling 40,000,000 ITL covering both pecuniary and non-pecuniary damage and costs to SIT s.r.l. with a view to securing a friendly settlement of application no. 32650/96 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."

15. 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).

16. 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 4 October 2001 pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Erik FRIBERGH  
Registrar

Christos ROZAKIS  
President