



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

FIRST SECTION

CASE OF BLASETTI v. ITALY

(Application no. 48728/99)

JUDGMENT
(Friendly settlement)

STRASBOURG

3 July 2003

This judgment is final but it may be subject to editorial revision.

In the case of Blasetti v. Italy,

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

Mr C.L. ROZAKIS, *President*,

Mr P. LORENZEN,

Mrs F. TULKENS,

Mrs N. VAJIĆ,

Mr E. LEVITS,

Mr A. KOVLER,

Mr V. ZAGREBELSKY, *judges*,

and Mr S. NIELSEN, *Deputy Section Registrar*,

Having deliberated in private on 12 June 2003,

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

PROCEDURE

1. The case originated in an application (no. 48728/99) against the Italian Republic lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by Mr Egidio Blasetti and Mrs Gabriella Blasetti, Italian nationals, on 16 March 1999.

2. The applicants were represented before the Court by Mr A. Barbàra, a lawyer practising in Rome. The Italian Government (“the Government”) were represented by their Agent, Mr U. Leanza and by their successive co-agents, respectively Mr V. Esposito and Mr F. Crisafulli.

3. The applicants complained under Article 1 of Protocol No. 1 that their inability to recover possession of their flat amounted to a violation of the right of property.

Invoking Article 6 § 1 of the Convention, they further complained about the length of the eviction proceedings.

4. On 5 September 2002, after obtaining the parties' observations, the Court declared the application admissible.

5. On 18 March 2003 and on 4 April 2003 the applicants and the Government respectively submitted formal declarations accepting a friendly settlement of the case.

THE FACTS

6. The applicants live in Rome.

7. A.M.C. was the owner of a flat in Rome, which she had let to A.N.

8. In a registered letter of 12 July 1990, the owner informed the tenant that she intended to terminate the lease on expiry of the term on 31 December 1991 and asked her to vacate the premises by that date. The tenant told the owner that she would not leave the premises by that date.

9. In a writ served on the tenant on 18 December 1990, the owner reiterated her intention to terminate the lease and summoned the tenant to appear before the Rome Magistrate.

10. By a decision of 3 May 1991, which was made enforceable on 8 July 1991, the Rome Magistrate upheld the validity of the notice to quit and ordered that the premises be vacated by 31 December 1992.

11. On an unspecified date F.B, the applicants' father, became the owner of the flat by transfer of property.

12. On 25 January 1993, the new owner served notice on the tenant requiring her to vacate the premises.

13. On 12 May 1993, he served notice on the tenant informing her that the order for possession would be enforced by a bailiff on 21 May 1993.

14. On 21 May 1993, the bailiff made one attempt to recover possession which proved unsuccessful as the owner was not entitled to police assistance in enforcing the order for possession.

15. On 1 July 1993, the owner served a second notice on the tenant requiring her to vacate the premises.

16. On 23 September 1993, he served notice on the tenant informing her that the order for possession would be enforced by a bailiff on 29 September 1993.

17. Between 29 September 1993 and 15 June 1995, the bailiff made eight attempts to recover possession. Each attempt proved unsuccessful as the owner was not entitled to police assistance in enforcing the order for possession.

18. On 16 March 1995, the owner made a statutory declaration that he urgently required the premises as accommodation for himself.

19. On 16 July 1997, the owner served a new notice on the tenant requiring her to vacate the premises.

20. On 5 September 1997, he served notice on the tenant informing her that the order for possession would be enforced by a bailiff on 23 July 1997.

21. Between 23 July 1997 and 21 November 1997, the bailiff made two attempts to recover possession.

Each attempt proved unsuccessful as the owner was not granted the assistance of the police in enforcing the order for possession.

22. On 20 September 1997, the owner died and his children – the applicants – inherited the flat.

23. On 21 May 1998, the applicants served notice on the tenant requiring her to vacate the premises.

24. On 5 June 1998, they served notice on the tenant informing her that the order for possession would be enforced by a bailiff on 1 July 1998.

25. Between 1 July 1998 and 15 July 1999, the bailiff made four attempts to recover possession. Each attempt proved unsuccessful as the applicants were not entitled to police assistance in enforcing the order for possession.

26. On 14 September 1999, the applicants recovered possession of the flat.

THE LAW

27. On 4 April 2003 the Court received the following declaration from the Government:

“I declare that the Government of Italy offer to pay a sum totalling 3,000 (three thousand) Euros to Mr Egidio Blasetti and to Mrs Garbiella Blasetti (1,500 Euros to each applicant) with a view to securing a friendly settlement of the application registered under no. 48728/99. 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 referral of the case to the Grand Chamber under Article 43 § 1 of the Convention.”

28. On 18 March 2003 the Court received the following declaration signed by the applicants:

“I note that the Government of Italy are prepared to pay a sum totalling 3,000 (three thousand) Euros to Mr Egidio Blasetti and to Mrs Gabriella Blasetti (1,500 Euros to each applicant) covering both pecuniary and non-pecuniary damage and costs with a view to securing a friendly settlement of application no. 48728/99 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 applicants have reached.

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

29. The Court takes note of the agreement reached between the parties (Article 39 of the Convention). In this connection the Court considers that it has already specified the nature and extent of the obligations which arise for the respondent Government in cases concerning eviction of tenants (see *Immobiliare Saffi v. Italy* [GC], no. 22774/93, ECHR 1999-V), and the question of the performance of those obligations is currently pending before the Committee of Ministers. Therefore, a continuation of the examination of the present application is not required. In these circumstances the Court accepts 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).

30. 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 3 July 2003, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Søren NIELSEN
Deputy Registrar

Christos ROZAKIS
President