



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

FIRST SECTION

CASE OF ROGAI v. ITALY

(Application no. 60661/00)

JUDGMENT
(Friendly settlement)

STRASBOURG

3 July 2003

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

In the case of Rogai v. Italy,

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

Mr C.L. ROZAKIS, *President*,

Mr P. LORENZEN,

Mr G. BONELLO,

Mrs N. VAJIĆ,

Mrs S. BOTOUCHAROVA,

Mr V. ZAGREBELSKY,

Mrs E. STEINER, *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. 60661/00) 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 an Italian national, Mrs Nada Rogai (“the applicant”), on 3 April 2000.

2. The applicant was represented by Mr S. Romei, a lawyer practising in Florence. 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 applicant complained under Article 1 of Protocol No. 1 that she had been unable to recover possession of her flat within a reasonable time. Invoking Article 6 § 1 of the Convention, she further complained about the length of the eviction proceedings.

4. On 7 May 2002, after obtaining the parties' observations, the Court declared the application admissible

5. On 18 March 2003 and on 29 March 2003, the applicant and the Government respectively submitted formal declarations proposing a friendly settlement of the case.

THE FACTS

6. The applicant is an Italian national, born in 1944 and living in Florence.

7. She is the owner of a flat in Florence, which she had let to M.C.

8. In a registered letter of 26 October 1992, the applicant informed the tenant that she intended to terminate the lease on expiry of the term on 31 May 1995 and asked her to vacate the premises by that date.

9. In a writ served on the tenant on 20 November 1992, the applicant reiterated her intention to terminate the lease and summoned the tenant to appear before the Florence Magistrate.

10. By a decision of 14 December 1992, which was made enforceable on 12 January 1993, the Florence Magistrate upheld the validity of the notice to quit and ordered that the premises be vacated by 31 May 1995.

11. On 28 November 1994, the applicant made a statutory declaration that she urgently required the premises as accommodation for her son.

12. On 5 June 1995, the applicant served notice on the tenant requiring her to vacate the premises.

13. On 21 June 1995, she served notice on the tenant informing her that the order for possession would be enforced by a bailiff on 5 September 1995.

14. Between 5 September 1995 and 2 May 1999, the bailiff made eleven attempts to recover possession. Each attempt proved unsuccessful, as the applicant was never granted the assistance of the police in enforcing the order for possession.

15. Pursuant to Law no. 431/98, on 23 July 1999, the tenant asked the Florence Magistrate to suspend the enforcement proceedings.

16. On 12 March 2001, the enforcement proceedings were suspended until 2 October 2002.

17. On 6 April 2001, the applicant served notice on the tenant informing her that the order for possession would be enforced by a bailiff on 2 October 2002.

18. On an unspecified date, the applicant recovered possession of the flat.

THE LAW

19. On 29 March 2003 the Court received the following declaration from the Government:

“I declare that the Government of Italy offer to pay 6,200 (six thousand two hundred) Euros to Mrs Nada Rogai with a view to securing a friendly settlement of the application registered under no. 60661/00. 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.”

20. On 18 March 2003 the Court received the following declaration signed by the applicant :

“I note that the Government of Italy are prepared to pay a sum totalling 6,200 (six thousand two hundred) Euros covering both pecuniary and non-pecuniary damage and costs to Mrs Nada Rogai with a view to securing a friendly settlement of application no. 60661/00 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 referral of the case to the Grand Chamber under Article 43 § 1 of the Convention after the delivery of the Court's judgment.”

21. 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).

22. 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