



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

SECOND SECTION

CASE OF MÁTYÁS v. HUNGARY

(Application no. 66020/01)

JUDGMENT

STRASBOURG

28 September 2004

FINAL

28/12/2004

This judgment will become final in the circumstances set out in Article 44 § 2 of the Convention. It may be subject to editorial revision.

In the case of Mátyás v. Hungary,

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

Mr J.-P. COSTA, *President*,

Mr A.B. BAKA,

Mr L. LOUCAIDES,

Mr K. JUNGWIERT,

Mr V. BUTKEVYCH,

Mrs W. THOMASSEN,

Mr M. UGREKHELIDZE, *judges*

and Mrs S. DOLLÉ, *Section Registrar*,

Having deliberated in private on 7 September 2004,

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

PROCEDURE

1. The case originated in an application (no. 66020/01) against the Republic of Hungary lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by a German national, Mr József Mátyás and by a Hungarian national Mrs Valéria Mátyás (“the applicants”), on 28 August 1999.

2. The applicants were represented by Mr I. Falvay, a lawyer practising in Székesfehérvár. The Hungarian Government (“the Government”) were represented by their Agent, Mr L. Höltzl, Deputy State-Secretary, Ministry of Justice.

3. On 10 December 2002 the Court decided to communicate the complaint concerning the length of the proceedings to the Government. Applying Article 29 § 3 of the Convention, it decided to rule on the admissibility and merits of the application at the same time.

THE FACTS

4. The applicants were born in 1935 and 1939 respectively and live in Szabadbattyán, Hungary.

5. In 1991 the applicants bought a flat from A.B. In the contract of sale A.B. agreed that the sum of 1,000,000 Hungarian forints (HUF) would be paid by the purchasers at a later date. However, the applicants refused to pay the amount, claiming that the house had turned out to be in a worse condition than they had thought at the time of the purchase and, therefore, its value was less than that agreed in the contract.

6. Consequently, on 13 December 1992 A.B. brought an action against the applicants before the Székesfehérvár District Court for the payment of the outstanding amount, plus interest.

7. On 22 June 1993 the District Court heard the plaintiff, whereas the applicants' lawyer failed to appear.

8. At the hearing on 16 December 1993 the plaintiff refused to give statements in the absence of her counsel. The District Court therefore ordered the lawyer to justify his absence. On 24 January 1994 the plaintiff appointed a new legal representative.

9. At the hearing on 8 March 1994 the plaintiff and her legal representative failed to appear. Consequently, the court stayed the proceedings. On 8 September 1994 the plaintiff requested that the case be continued.

10. In the resumed proceedings, on 5 December 1994 and 29 March 1995 the District Court requested further documents from the plaintiff. The plaintiff submitted them on 27 March and 4 May 1995, respectively.

11. A hearing scheduled for 22 June 1995 was postponed on the parties' request.

12. On 10 October and 5 December 1995 the court heard the parties and, on the latter date, witnesses as well.

13. As the parties failed to appear at the hearing on 20 February 1996, while trying to settle the case, the District Court stayed the proceedings.

14. Having failed to settle the case, the parties requested that the proceedings be continued. In the resumed proceedings, the District Court postponed the hearing that had been scheduled for 27 June 1996, as a witness failed to appear. At the hearing on 29 October 1996 the witness, who had repeatedly failed to be present, was fined. The applicants requested that a real-estate expert be appointed in the case. They deposited the expert's costs on 3 December 1996. Consequently, on 16 December 1996 the District Court appointed an expert.

15. Following an on-site inspection of 1 March 1997, on 28 March 1997 the expert submitted his opinion.

16. In a judgment on 22 October 1997, the District Court ordered the applicants to pay the plaintiff HUF 850,000, plus interest. The court relied on the expert's opinion and testimonies given by the parties and several witnesses.

17. On the applicants' appeal, on 8 December 1997 the Fejér County Regional Court partially modified the first-instance judgment and reduced the court fees.

18. The applicants' petition for review of 21 September 1998 was dismissed by the Supreme Court on 18 May 2000, the final judgment having been delivered in accordance with the law.

19. The applicants were represented by a lawyer of their choice throughout the proceedings.

THE LAW

I. ALLEGED VIOLATION OF ARTICLE 6 § 1 OF THE CONVENTION CONCERNING THE LENGTH OF THE PROCEEDINGS

20. The applicants complained that the length of the proceedings had been incompatible with the “reasonable time” requirement, provided in Article 6 § 1 of the Convention, which reads as follows:

“In the determination of his civil rights and obligations ..., everyone is entitled to a ... hearing within a reasonable time by [a] ... tribunal...”

21. The Government contested that argument.

22. The period in question commenced on 13 December 1992 and ended on 18 May 2000. It thus lasted seven years and five months before three court instances.

A. Admissibility

23. The Court notes that this complaint is not manifestly ill-founded within the meaning of Article 35 § 3 of the Convention. It further notes that it is not inadmissible on any other grounds. It must therefore be declared admissible.

B. Merits

24. The Court reiterates that the reasonableness of the length of proceedings must be assessed in the light of the circumstances of the case and with reference to the following criteria: the complexity of the case, the conduct of the applicants and the relevant authorities and what was at stake for the applicants in the dispute (see, among many other authorities, *Frydlender v. France* [GC], no. 30979/96, § 43, ECHR 2000-VII).

25. The Court considers that the case was not particularly difficult to determine as regards either the facts or the law to be applied.

26. As to the conduct of the applicants, the Court observes that they did not accelerate the proceedings by requesting the continuation of their case when the District Court ordered its stay on 8 March 1994. The proceedings were resumed only six months later on the request of the plaintiff. This delay is therefore attributable to the applicants.

27. As regards the conduct of the judicial authorities, the Court observes that they were inactive between 21 September 1998 and 18 May 2000. Consequently, a delay of one year and eight months is attributable to the respondent State.

28. Having regard to the period of inactivity attributable to the respondent State, the Court considers that in the instant case the length of the proceedings was excessive and failed to meet the “reasonable time” requirement.

There has accordingly been a breach of Article 6 § 1.

II. ALLEGED VIOLATION OF ARTICLE 6 § 1 OF THE CONVENTION CONCERNING THE FAIRNESS OF THE PROCEEDINGS

29. The applicants also complained that the decisions given by the domestic courts in the above proceedings were wrong. They invoked Article 6 § 1 of the Convention.

The Court considers that there is nothing in the case file which indicates that the courts hearing the case lacked impartiality or that the proceedings were otherwise unfair. The mere fact that the applicants are dissatisfied with the outcome of the litigation cannot of itself raise an arguable claim of a breach of Article 6.

It follows that this part of the application is manifestly ill-founded within the meaning of Article 35 § 3 and must be rejected pursuant to Article 35 § 4 of the Convention.

III. APPLICATION OF ARTICLE 41 OF THE CONVENTION

30. Article 41 of the Convention provides:

“If the Court finds that there has been a violation of the Convention or the Protocols thereto, and if the internal law of the High Contracting Party concerned allows only partial reparation to be made, the Court shall, if necessary, afford just satisfaction to the injured party.”

A. Damage

31. The applicants claimed 8,330 euros (EUR), plus interest, in respect of pecuniary and non-pecuniary damage.

32. The Government found the applicants' claims excessive.

33. The Court does not discern any causal link between the violation found and the pecuniary damage alleged; it therefore rejects this claim. However, having regard to the delays attributable to the applicants, it awards them, jointly, EUR 3,000 in respect of non-pecuniary damage.

B. Costs and expenses

34. The applicants did not make any claim under this head.

C. Default interest

35. The Court considers it appropriate that the default interest should be based on the marginal lending rate of the European Central Bank, to which should be added three percentage points.

FOR THESE REASONS, THE COURT

1. *Declares*, by 4 votes to 3, the complaint concerning the excessive length of the proceedings admissible;
2. *Declares*, unanimously, the remainder of the application inadmissible;
3. *Holds*, by 4 votes to 3, that there has been a violation of Article 6 § 1 of the Convention;
4. *Holds*, by 4 votes to 3,
 - (a) that the respondent State is to pay the applicants, jointly, within three months from the date on which the judgment becomes final according to Article 44 § 2 of the Convention, EUR 3,000 (three thousand euros) in respect of non-pecuniary damage, to be converted into the national currency of Hungary at the rate applicable at the date of settlement, plus any tax that may be chargeable;
 - (b) that from the expiry of the above-mentioned three months until settlement simple interest shall be payable on the above amount at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points;
5. *Dismisses*, unanimously, the remainder of the applicants' claim for just satisfaction.

Done in English, and notified in writing on 28 September 2004, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

S. DOLLÉ
Registrar

J.-P. COSTA
President