



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

THIRD SECTION

**CASE OF BROCCO v. ITALY**

*(Application no. 68074/01)*

JUDGMENT  
(Friendly settlement)

STRASBOURG

7 April 2005

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



**In the case of Brocco v. Italy,**

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

Mr B.M. ZUPANČIČ, *President*,

Mr J. HEDIGAN,

Mr C. BÎRSAN,

Mrs M. TSATSA-NIKOLOVSKA,

Mr V. ZAGREBELSKY,

Mrs A. GYULUMYAN,

Ms R. JAEGER, *judges*,

and Mr V. BERGER, *Section Registrar*,

Having deliberated in private on 17 March 2005,

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

**PROCEDURE**

1. The case originated in an application (no. 68074/01) 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 two Italian nationals, Mr Roberto Brocco and Mr Paolo Brocco (“the applicants”) on 4 July 2000.

2. The applicants were represented by Mr Roberto Brocco, a lawyer practising in Rome. The Italian Government (“the Government”) were represented by their Agents, Mr U. Leanza and Mr I.M. Braguglia, 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 they had been unable to recover possession of their flat within a reasonable time. Invoking Article 6 § 1 of the Convention, they further complained about the length of the eviction proceedings.

4. On 18 March 2004, after obtaining the parties' observations, the Court declared the application admissible.

5. On 4 January 2005 and on 21 January 2005, the applicants and the Government respectively submitted formal declarations accepting a friendly settlement of the case.

## THE FACTS

6. The applicants were respectively born in 1963 and 1959 and live in Rome.

7. A.C., the applicants' mother, was the owner of a flat in Rome which she had let to A.F.

8. In a registered letter of 2 May 1987, A.C. informed the tenant that she intended to terminate the lease on expiry of the term on 31 December 1987 and asked her to vacate the premises by that date.

9. In a writ served on the tenant on 15 June 1987, A.C. reiterated her intention to terminate the lease and summoned the tenant to appear before the Rome Magistrate.

10. By a decision of 30 November 1987, 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 1988.

11. On 2 October 1989, A.C. served notice on the tenant requiring her to vacate the premises.

12. On 30 October 1989, she informed the tenant that the order for possession would be enforced by a bailiff on 19 December 1989.

13. Between 19 December 1989 and 25 January 2000, the bailiff made forty-seven attempts to recover possession. Each attempt proved unsuccessful, as the applicants were not entitled to police assistance in enforcing the order for possession.

14. In the meanwhile, on 27 February 1996, A.C., the applicants' mother, died and the applicants inherited the flat.

15. On 28 March 1996, the applicants became party in the national proceedings as heirs.

16. On 14 February 2000, the applicants recovered possession of the flat

## THE LAW

17. On 21 January 2005, the Court received the following declaration from the Government:

“I declare that the Government of Italy offer to pay 12,000 euros (twelve thousand euros) to Mr Roberto Brocco and Mr Paolo Brocco with a view to securing a friendly settlement of the application registered under no. 68074/01. 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. In the event of failure to pay this sum within the said three-month period, the Government undertake to pay, until settlement, simple interest on the amount at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points.

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.”

18. On 4 January 2005, the Court received the following declaration signed by the applicants:

“I note that the Government of Italy are prepared to pay a sum totalling 12,000 euros (twelve thousand euros) covering both pecuniary and non-pecuniary damage and costs to Mr Roberto Brocco and Mr Paolo Brocco with a view to securing a friendly settlement of application no. 68074/01 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 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.”

19. 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).

20. 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 7 April 2005, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Vincent BERGER  
Registrar

Boštjan M. ZUPANČIČ  
President