



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

FOURTH SECTION

**CASE OF RATAJCZYK v. POLAND**

*(Application no. 11215/02)*

JUDGMENT

STRASBOURG

18 July 2006

**FINAL**

*18/10/2006*

*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 Ratajczyk v. Poland,**

The European Court of Human Rights, sitting as a Fourth Section composed of:

Sir Nicolas BRATZA, *President*,  
Mr J. CASADEVALL,  
Mr G. BONELLO,  
Mr K. TRAJA,  
Mr S. PAVLOVSCHI,  
Mr L. GARLICKI,  
Ms L. MIJOVIĆ

and Mr T.L. EARLY, *Section Registrar*,

Having deliberated in private on 27 June 2006,

Delivers the following judgment, which was adopted on the last-mentioned date:

**PROCEDURE**

1. The case originated in an application (no. 11215/02) against the Republic of Poland lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by a Polish national, Mr Stanisław Ratajczyk (“the applicant”), on 23 July 2001.

2. The applicant was represented by Ms Magdalena Filipowicz, a lawyer practising in Opole. The Polish Government (“the Government”) were represented by their Agents, Mr Krzysztof Drzewicki and, subsequently, Mr Jakub Wołasiewicz

3. The applicant alleged that the length of civil proceedings in his case had exceeded a reasonable time.

4. The application was allocated to the Fourth Section of the Court (Rule 52 § 1 of the Rules of Court). Within that Section, the Chamber that would consider the case (Article 27 § 1 of the Convention) was constituted as provided in Rule 26 § 1.

5. On 1 November 2004 the Court changed the composition of its Sections (Rule 25 § 1). This case was assigned to the newly composed Fourth Section (Rule 52 § 1).

6. By a decision of 31 May 2005 the Court declared the application partly admissible.

## THE FACTS

### THE CIRCUMSTANCES OF THE CASE

7. The applicant was born in 1936 and lives in Namysłów.

8. The facts of the case, as submitted by the parties, may be summarised as follows.

9. On 1 September 1992 the applicant signed a lease contract with a co-operative. On 22 April 1993 the contract was terminated by the lessor and the applicant was barred from entering the leased premises.

10. On 21 July 1993 the applicant brought a civil action against the co-operative before the Kalisz Regional Court. He claimed that the lease contract had been terminated in breach of its provisions. He further alleged that as a result of the early termination he had suffered serious financial losses. He sought pecuniary damages and reimbursement of amounts he had paid in taxes in connection with the contract.

11. The first hearing in the case took place on 16 February 1994. The following two hearings were held on 12 June 1995 and 2 February 1996. An expert was appointed at the latter hearing. The first-instance judgment was given on 30 April 1997.

12. On 25 July 1997 the applicant lodged an appeal with the appellate court. On 13 November 1997 the Court of Appeal in Łódź quashed the first-instance judgment and remitted the case for re-examination. It pointed out that the first-instance court had erred in the assessment of the evidence and that certain facts relevant for the outcome of the case required further clarification.

13. The Regional Court, having re-examined the case, dismissed the applicant's action on 30 June 1998. The applicant appealed on 29 July 1998. On 13 January 1999 the Court of Appeal again quashed the judgment of the Regional Court and remitted the case for re-examination. It stated that the first-instance court had partly failed to assess the evidence which was crucial for the case.

14. No hearings were held throughout 1999.

15. On 14 January 2000, when the case was still pending before the Regional Court, the applicant extended his claim.

16. On 16 February 2000 the Regional Court informed him that as a result of bankruptcy proceedings concerning the defendant co-operative, a motion had been lodged with the competent bankruptcy court to strike it out of the commercial register. The court stated that the final judgment would be given on 28 February 2000. This information notwithstanding, the case was closed only on 20 December 2000, when the Kalisz Regional Court decided to discontinue the proceedings, considering that the defendant co-operative had been declared bankrupt and had been liquidated.

17. The applicant appealed against the decision on 18 January 2001. On 3 April 2001 the Łódź Court of Appeal dismissed it.

18. Parallel to these proceedings, the applicant tried to secure his claim in the bankruptcy proceedings concerning the co-operative. However, his request for the creation of a mortgage on a property of the co-operative was dismissed on the ground that in the first set of the proceedings the applicant had not obtained any judgment enabling him to secure his claim.

## THE LAW

### I. ALLEGED VIOLATION OF ARTICLE 6 § 1 OF THE CONVENTION

19. The applicant 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 ... any criminal charge against him, everyone is entitled to a ... hearing within a reasonable time by [a] ... tribunal...”

20. The Government contested that argument.

21. The period to be taken into consideration began on 21 July 1993 and ended on 3 April 2001. It thus lasted over seven years and eight months for two levels of jurisdiction.

22. 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 applicant and the relevant authorities and what was at stake for the applicant in the dispute (see, among many other authorities, *Frydlender v. France* [GC], no. 30979/96, § 43, ECHR 2000-VII).

23. The Court has frequently found violations of Article 6 § 1 of the Convention in cases raising issues similar to the one in the present case (see *Frydlender*, cited above). The Court observes that in the present case the substantive law issues before the domestic courts were not complex as they concerned a simple lease contract of business premises. There were significant delays in the proceedings (§§ 13-16 above) and the applicant did not contribute to the length of the case apart from extending his claim once (see § 16 above). Moreover, the courts hearing the applicant’s case did not decide on its merits. The Court notes that the Kalisz Regional Court informed the applicant on 16 February 2000 that the judgment in his case would be delivered on 28 February 2000. However, eventually the Regional Court waited a further ten months until the defendant had been declared bankrupt and had been liquidated, and then discontinued the proceedings on 20 December 2000 (§ 16). Thus, the applicant eventually was unable to

effectively secure his claim in the bankruptcy proceedings concerning the defendant (§ 18).

24. Having examined all the material submitted to it, the Court considers that the Government have not put forward any fact or argument capable of persuading it to reach a different conclusion in the present case. Having regard to its case-law on the subject, 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. APPLICATION OF ARTICLE 41 OF THE CONVENTION

25. 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

26. The applicant claimed PLN 262,590<sup>1</sup> in respect of pecuniary and non-pecuniary damage.

27. The Government contested this claim.

28. The Court does not discern any causal link between the violation found and the pecuniary damage alleged; it therefore rejects this claim. On the other hand, the Court considers that the applicant must have sustained non-pecuniary damage. Ruling on an equitable basis and having regard to its case-law in similar cases, it awards him EUR 4,200 under that head.

### B. Costs and expenses

29. The applicant did not seek to be reimbursed for any costs and expenses in connection with the proceedings before the Court.

### C. Default interest

30. 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.

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<sup>1</sup> Approximately EUR 67,434.

## FOR THESE REASONS, THE COURT UNANIMOUSLY

1. *Holds* that there has been a violation of Article 6 § 1 of the Convention;
2. *Holds*
  - (a) that the respondent State is to pay the applicant, within three months from the date on which the judgment becomes final in accordance with Article 44 § 2 of the Convention, EUR 4,200 (four thousand two hundred euros) in respect of non-pecuniary damage, to be converted into Polish zlotys 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;
3. *Dismisses* the remainder of the applicant's claim for just satisfaction.

Done in English, and notified in writing on 18 July 2006, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

T.L. EARLY  
Registrar

Nicolas BRATZA  
President