



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

## SECOND SECTION

Application no. 73571/10  
Gábor MATÚZ  
against Hungary  
lodged on 3 December 2010

### STATEMENT OF FACTS

The applicant, Mr Gábor Matúz, is a Hungarian national, who was born in 1963 and lives in Balassagyarmat. He is represented before the Court by Mr G. Trinn, a lawyer practising in Budapest.

#### **A. The circumstances of the case**

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

The applicant is a television journalist. He was employed by the State television company. At the material time, he was moreover the chairman of a trade union active within the television company.

The applicant was in charge of a periodical cultural programme called *Éjjeli menedék* (Night Shelter) which involved interviews with various figures of cultural life. He submits that the television company's cultural director repeatedly edited and curtailed the material of the programme, although he had no editorial prerogatives for that.

Since the applicant perceived the cultural director's conduct as censorship, he complained to the president of the television company, but in vain.

Subsequently, he published a book in which numerous in-house documents concerning his dispute with the television company's management were reproduced.

On 11 November 2004 the television company dismissed the applicant. The reason for his extraordinary dismissal was that, by publishing the book in question, the applicant had breached the confidentiality clause contained in his labour contract.

The applicant challenged this measure in court. The Budapest Labour Court and the Budapest Regional Court found against him.

The applicant then pursued a petition for review before the Supreme Court. He argued that he had been unlawfully dismissed in that his conduct, namely to inform the public about censorship at the State television in a book – which was a last-ditch option given that his efforts vis-à-vis the management to have the matter investigated had been to no avail – should have been regarded as an exercise of his freedom of expression rather than an unlawful breach of his labour contract, especially in view of the fact that the allegation of censorship had not been refuted.

On 26 May 2010 the Supreme Court found against the applicant. It held that the scope of the case did not extend beyond the examination of the applicant's breach of his labour contract. In the court's view, the applicant had indeed breached that contract by means of the unauthorised publication of interior documents of his former employer. The court expressly excluded from its scrutiny the question whether or not the applicant's freedom of expression justified, in the circumstances, a formal breach of his labour contract. This decision was served on 13 July 2010 (Mfv.I.10.629/2009/6.)

## COMPLAINTS

The applicant complains under Articles 10 and 11 of the Convention about his dismissal and the courts' decisions confirming it, which in his view amounted to an unjustified interference with his right to freedom of expression – and association, given that he was also a trade-union leader.

## QUESTION TO THE PARTIES

Has there been a violation of the applicant's right to freedom of expression, in particular his right to impart information, contrary to Article 10 of the Convention?