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

THIRD SECTION

DECISION

Application no. 41560/19
Artan ZENELI
against Albania

The European Court of Human Rights (Third Section), sitting on 13 November 2025 as a Committee composed of:

Úna Ní Raifeartaigh*, President*,
Darian Pavli,
Mateja Đurović*, judges*,
and Olga Chernishova, *Deputy Section Registrar,*

Having regard to:

the application (no. 41560/19) against the Republic of Albania lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") on 30 July 2019 by an Albanian national, Mr Artan Zeneli ("the applicant"), who was born in 1968, lives in Tirana and was represented by Mr A. Saccucci and Ms G. Borgna, lawyers practising in Rome;

the decision to give notice of the complaint concerning the applicant's right to respect for private life to the Albanian Government ("the Government"), represented by Mr O. Moçka, State Advocate General, and to declare inadmissible the remainder of the application;

the decision of August 2021 to reject the applicant's request for the recusal of Mr Darian Pavli, the judge elected in respect of Albania (former Rule 28 § 2 of the Rules of Court);

the parties' observations;

Having deliberated, decides as follows:

SUBJECT MATTER OF THE CASE

1. The case concerns the applicant's dismissal from office by the Independent Qualification Commission (IQC) and the Special Appeal Chamber (SAC) under the Vetting Act (VA) (see *Xhoxhaj v. Albania*, no. 15227/19, 9 February 2021).

2. The applicant was a judge from 1991 to 1998, from 2009 to 2012 and, most recently, at the Supreme Court from 2012 to 2019. He practiced as an advocate from 1999 to 2009. In 2007 he joined the National Committee of Radio and Television and submitted a declaration of his assets.

3. On 18 July 2018 the IQC dismissed the applicant from office for, *inter alia*, his failure to account for over 2,000,000 Albanian leks (ALL) for the purchase of a flat in 1999. That negative balance for 1991-2003 increased to ALL 10,571,468 (at least 70,000 euros (EUR) per average annual exchange rates) in relation to the purchase of another flat in 2002, even without deducting the essential and other living expenses.

4. On 4 February 2019 the SAC upheld that decision as follows.

(a) The verification and control of a vetting subject's assets and sources extended also to the time before they held the position of judge or prosecutor. The law placed no restrictions on asset evaluation based on the time or the role held when the assets were acquired.

(b) In May 1999 the applicant had ordered a flat from a construction company. A notarised contract specified that the price of 41,000 United States dollars (USD) had been paid. In his 2007 declaration the applicant had stated that he had bought the flat in 1999. In his vetting declaration in 2017 the applicant specified that he had paid for it in instalments until 2004, the declared source for the funds being income from his work as a lawyer and his spouse's salary. In the vetting proceedings, he then alleged that in 1999 he had only paid EUR 8,000 and A.G., his friend and administrator of the company, had provided funds for the remainder of the price; and that he had repaid A.G. in instalments of EUR 4,000 in 2000, 2001 and 2003 and EUR 21,000 in 2004. The applicant submitted A.G.'s notarised statement made in 2018 and unsuccessfully asked the IQC to hear his evidence confirming "the continuation of the relationship" and the payment of the price over time. A.G.'s testimony conflicted with the terms of the written contract with the company and was made by a person socially related to the applicant. Under the Civil Procedure Code, testimony that contradicted the content of an official or private act, which constituted full evidence was not permitted. Nor did the Code allow oral evidence to modify a written contract. The written contract constituted a legal act with full probative force, duly concluded by the parties in the presence of a public notary, and it clearly defined the conditions of the transaction and payment of the price. The case file contained no other documents (contract or invoice) corroborating A.G.'s statement about the alleged method of payment. In these circumstances, the household's income until 1999 had to be considered. This income consisted of ALL 2,501,307 whereas the flat was bought for USD 41,000 (ALL 5,539,920). Thus, there had been a negative balance of ALL 3,038,613.

(c) In 2002 the applicant ordered another flat for USD 100,000, to be paid in instalments under a contract: USD 52,000 immediately, a cash payment of USD 25,000 in 2003 and a cash payment for the remainder in 2004. In the

vetting declaration, he stated that he had paid with income from his work as a lawyer and his spouse's salary. During the vetting proceedings, he indicated that the payment had been made in instalments "according to the contract" and that he no longer had the payment documents. However, he then specified that in 2005 the company had undergone a division among its shareholders; the company's rights and obligations under the contract had been transferred to P.F. They had executed an annex to the contract, redefining the instalments as follows: USD 5,000, USD 47,000, and USD 38,000 as having been paid to the company in 2002, 2004 and 2005 respectively; USD 10,000 to be paid to P.F. in 2006. The applicant submitted to the IQC payment documents from 2002, 2004 and 2005, the agreement between the company's shareholders, the annex and P.F.'s sworn statements. In the final sale contract of 2017, signed before a notary, it was stated that the payment of USD 100,000 had been made according to the method provided for in the construction contract of 2002. The SAC doubted the probative value of the evidence related to the supposed restructuring of payments, noting the applicant's different positions regarding instalment payments and the relevant documents. The SAC was not convinced that that property had been paid in instalments according to the annex and the payment documents but accepted as true the scheme of payments under the construction contract and the final sale contract. The relevant period for the assessment of the applicant's financial situation was 1991-2003. According to the SAC's financial assessment, he had not had sufficient income to support a payment of ALL 11,596,039.

(d) According to the applicant, G.S., the owner of a construction company, had prepaid EUR 150,000 to that company for the applicant's contract for another flat in 2007 and had been repaid through a bank loan in 2008. The applicant should have stated his financial obligation to G.S. in the vetting declaration but failed to do so.

(e) Lastly, the applicant had been informed by the US Consulate that his tourist visa had been revoked on 26 January 2017, with the option to reapply; his business visa remained valid at that time. On 27 January 2017 he had submitted a vetting declaration form for the second component of the vetting process (assessment of links to organised crime), answering "No" to whether he had been refused entry to a NATO State. Under US law, visa revocation, though procedurally distinct from entry refusal, served the same purpose of denying entry and should have been disclosed in the declaration form.

5. Referring to Article 8 of the Convention, the applicant complained to the Court that his dismissal from office was unlawful and alleged, in general terms, that it was based on minor irregularities and inconsistencies in his 2007 assets declaration.

THE COURT'S ASSESSMENT

A. Scope of the case

6. In his observations in 2024 the applicant included new claims for the first time, including those related to the IQC's financial assessment. They are not an elaboration of the original complaint which was based on the gravity of the irregularities used as grounds for his dismissal from office. They have not been referred to the Court in compliance with Rule 47 of the Rules of Court and admissibility criteria and therefore fall outside the scope of the case as it stands (see *Kulák v. Slovakia*, no. 57748/21, § 52, 3 April 2025).

B. Article 8 of the Convention

1. The parties' submissions

7. The Government restated the SAC's findings and argued that the complaint was manifestly ill-founded.

8. The applicant alleged that the IQC's methodology for its preliminary financial estimates lacked sufficient detail. In the SAC's decision, the IQC's final calculations were amended *in peius*, yet he had been unable to challenge them because they had not been disclosed to him in advance. The findings of insufficient funds resulted from an arbitrary interpretation of the contracts, the allocation of the entire purchase prices to the years of acquisition, and reliance on the 2007 declaration form. The latter had required only the property's value in words and numbers, not the timing or method of payment; it merely asked whether the amount had been paid, which it had, *via* a loan in 1999. Had the vetting bodies accepted the applicant's claim regarding that loan (as allegedly stated in the 2007 declaration) and its gradual repayment (as reflected, according to him, "in their own calculations"), or the instalment schedule for the second flat (as he claimed was confirmed by the original payment orders), it would have been evident that he could meet his financial obligations. Anyway, the cumulative income for 1991-2016 exceeded all the expenses for that period. He was dismissed for minor irregularities for assets he had purchased over 15 years before as a private citizen, while not being subject to the obligations under Law no. 9049/2003. He could freely modify the terms of his contracts and had had no legal obligation to preserve documents related to transactions. A.G.'s company had since shut down, making it impossible to obtain copies of payments made to them. Lastly, failure to disclose a visa revocation did not foreseeably amount to insufficient declaration about a "refused entry" to another country or to a ground for dismissal from office in the vetting process and, in any event, did not relate to any links to organised crime.

2. The Court's assessment

9. The applicant's dismissal from office interfered with his right to respect for his private life and would violate Article 8 of the Convention unless it is justified as being in accordance with the law and necessary in a democratic society to achieve a legitimate aim (see *Thanza v. Albania*, no. 41047/19, §§ 135 and 137, 4 July 2023).

10. The applicant failed to account for at least ALL 10,571,468 for the flats bought in 1999 and 2002, having regard to the IQC's assessment, while the SAC found even greater discrepancies.

11. As to the lawfulness of the interference, the Court finds that, similarly to what was generally allowed under the Vetting Act in respect of annual declarations subject to the 2003 Assets Disclosure Act (see *Nikëhasani v. Albania*, no. 58997/18, §§ 30 and 100, 13 December 2022), the 2007 declaration was examined among other evidence to assess the applicant's compliance with his obligation to justify those assets in the vetting process. The alleged "inconsistencies" between the 2007 declaration and his vetting declaration did not constitute grounds for dismissal; they were considered as part of the findings and reasoning underlying the conclusion that he had had a shortfall. His other arguments contesting the lawfulness of the interference and lack of legitimate aim are analogous to those rejected by the Court in a similar context (see *Thanza*, cited above, §§ 141-47, with further references). The Court finds no reason to hold otherwise. It remains to be determined whether the interference was necessary in a democratic society and proportionate to achieve the legitimate aims.

12. First, the applicant alleged procedural shortcomings connected to the factual findings and legal conclusions relating to the above-mentioned flats, referring to Article 6 of the Convention. These complaints had been declared inadmissible at the time of communication of this application. In his observations in 2024 the applicant restated the same claims as a distinct aspect under Article 8. The Court identified no serious shortcomings in the decision-making process by which the above-mentioned findings had been reached at national level and sees no reason to adopt a different conclusion on the admissibility of those allegations under Article 8 (compare *Thanza*, cited above, § 158).

13. Second, in his observations the applicant challenged as arbitrary the SAC's factual findings and its interpretation of domestic law relating to the flats. As presented, these allegations are unsubstantiated and do not cross the threshold of arbitrariness or manifest unreasonableness (see *Yüksel Yalçınkaya v. Türkiye* [GC], no. 15669/20, § 304 *in fine*, 26 September 2023).

14. Thus, the Court will review the original allegation of disproportionality based on the facts as they were established and assessed at the domestic level.

15. In respect of the flat purchased in 1999, the applicant's allegation about informal financial arrangements with A.G. was not supported by contemporaneous documentary evidence. Furthermore, since the SAC considered that the applicant had made the full upfront payment in 1999 and the applicant had declared that the funds used for the purchase had originated from his income from work as a lawyer and his spouse's salary, it was not unreasonable within the vetting process to have regard to the sources of income and savings up to 1999. It has not been substantiated that he had any significant difficulty in presenting evidence relating to his income and expenses between 1991 and 1999 in relation to the shortfall mentioned above, given that his emoluments as a judge in 1991-1998 were verifiable through official data.

16. Similar considerations apply to the increased shortfall in connection with the funds spent between 2002 and 2004 for the second flat. The applicant has not demonstrated that his disposable income or savings were sufficient to cover such payments (see paragraph 4 above). It is also noted that by that time at least a portion of the alleged savings must have been spent on the first flat – either in 1999 or, according to the applicant, between 2000 and 2004.

17. The applicant's assertion that his cumulative income up to 2016 exceeded his overall expenses does not refute the shortfall identified for the specific period up to 2004. It was both substantial in light of the transactions under review and objectively significant, particularly when considered against the level of emoluments received by Albanian judges in the 1990s. The applicant failed to demonstrate that the negative household balance during the relevant period represented only a minor fraction of the combined family income at the time (compare *Sevdari v. Albania*, no. 40662/19, § 93, 13 December 2022).

18. Thus, while in 1999 and early 2000s the applicant was not subject to ethical or legal obligations applicable to judges (including under the 2003 Assets Disclosure Act), it was justified to assess his capacity to accumulate savings for financing those assets and to consider his qualification for office with reference to the above-mentioned shortfall.

19. Where the domestic courts have carefully examined the facts, applied the relevant human-rights standards consistently with the Convention and its case-law, and adequately balanced the individual interests against the public interest in a case, the Court would require strong reasons to substitute its view for that of the domestic courts (see *Halet v. Luxembourg* [GC], no. 21884/18, § 161, 14 February 2023). Noting the findings in paragraphs 6 and 12-14 above, the nature of the above-mentioned irregularities and the applicant's previous and more recent position as a judge expected to meet high standards of integrity and probity in the conduct of his private financial affairs (see *Xhoxhaj*, cited above, § 407 *in fine*), the reasons provided by him are insufficient for the Court to depart from the vetting bodies' conclusions concerning the flats and, more generally, to undermine the outcome of the

vetting case (see, by contrast, *Sevdari*, cited above, §§ 93 and 96). The applicant's remaining, more generic, arguments are analogous to those rejected in *Nikëhasani*, cited above, §§ 126 and 128-29. Therefore, the Court does not find that his dismissal from office was disproportionate.

20. In view of the above finding, it is not necessary for the Court to conduct a detailed examination of the SAC's findings and conclusions related to other assets or whether his dismissal was also in accordance with the law and proportionate as regards his failure to declare the revocation of a visa (compare *Thanza*, cited above, § 160).

21. Accordingly, the complaint under Article 8 is manifestly ill-founded and must be rejected in accordance with Article 35 §§ 3 (a) and 4 of the Convention.

For these reasons, the Court, unanimously,

Declares the application inadmissible.

Done in English and notified in writing on 11 December 2025.

Olga Chernishova
Deputy Registrar

Úna Ní Raifeartaigh
President