

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

SECOND SECTION

CASE OF JÁHNY v. HUNGARY

(Application no. 25279/06)

JUDGMENT

STRASBOURG

3 June 2014

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



In the case of Jáhny v. Hungary,

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

Helen Keller, *President,*

András Sajó,

Robert Spano, *judges,*

and Abel Campos, *Deputy Section Registrar,*

Having deliberated in private on 13 May 2014,

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

PROCEDURE

1. The case originated in an application (no. 25279/06) 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 Hungarian national, Mr Csaba Jáhny ("the applicant"), on 12 June 2006.

2. The applicant was represented by Mr I. Barbalics, a lawyer practising in Budapest. The Hungarian Government ("the Government") were represented by Mr Z. Tallódi, Agent, Ministry of Public Administration and Justice.

3. On 7 March 2013 the application was communicated to the Government.

THE FACTS

4. The applicant was born in 1944 and lives in Ajka.

5. On 22 July 1990 the applicant and *Pápa és Vidéke ÁFÉSZ*, a legal person, concluded a lease contract concerning the property of the latter party.

6. The applicant apparently breached his contractual obligations and failed to pay the monthly rental fees between October 1993 and October 1994.

7. After several unsuccessful deadline extensions and requests for payment, *Pápa és Vidéke ÁFÉSZ* terminated the lease contract with immediate effect on 26 October 1994.

8. In November 1994 *Pápa és Vidéke ÁFÉSZ* lodged a compensation claim with the Veszprém County Regional Court against the applicant.

9. The first-instance court found for the plaintiff and ordered the applicant to pay the overdue rental fees (approximately 1,600 euros (EUR)) and accrued interests to the plaintiff.

10. On appeal, the Budapest Court of Appeal upheld the judgment on 2 December 2003.

11. The applicant lodged a petition for review with the Supreme Court, which rejected it on 8 December 2005. The decision was served on the applicant on 26 January 2006.

THE LAW

12. The applicant complained that the length of the proceedings had been incompatible with the "reasonable time" requirement of Article 6 § 1 of the Convention.

13. The Government did not contest that argument.

14. The period to be taken into consideration began in November 1994 and ended on 8 December 2005. It thus approximately lasted eleven years and one month for three levels of jurisdiction.

In view of such lengthy proceedings, this complaint must be declared admissible.

15. The Court has frequently found violations of Article 6 § 1 of the Convention in cases raising issues similar to the one in the present application (see *Frydlender v. France* [GC], no. 30979/96, § 43, ECHR 2000-VII).

16. Having examined all the material submitted to it, the Court considers that the Government have not put forward any fact or convincing argument capable of persuading it to reach a different conclusion in the present circumstances. Having regard to its case-law on the subject, the Court considers that 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.

17. Relying on Article 41 of the Convention, the applicant claimed 3 million Hungarian forints (approximately EUR 10,000) in respect of pecuniary and non-pecuniary damage combined.

The Government contested the claim.

The Court finds no causal link between the violation found and the pecuniary damage claimed, therefore it rejects this claim. However, it considers that the applicant must have sustained some non-pecuniary damage and awards him, on the basis of equity, EUR 5,000 under this head.

18. The applicant made no costs claim.

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

20. The applicant further complained, under Articles 8 and 13 of the Convention, Article 1 of Protocol No. 1 and Article 2 of Protocol No. 4 about the outcome of the litigation.

The Court is satisfied that there is no appearance of a violation of the applicant's rights under these provisions. It follows that this part of the application is manifestly ill-founded within the meaning of Article 35 § 3 (a) and must be rejected, pursuant to Article 35 § 4 of the Convention.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Declares* the length complaint admissible and the remainder of the application inadmissible;

2. *Holds* that there has been a violation of Article 6 § 1 of the Convention;

3. *Holds*
   (a) that the respondent State is to pay the applicant, within three months, EUR 5,000 (five thousand euros), plus any tax that may be chargeable, in respect of non-pecuniary damage, to be converted into the currency of the respondent State at the rate applicable at the date of settlement;
   (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;

4. *Dismisses* the remainder of the applicant's claim for just satisfaction.

Done in English, and notified in writing on 3 June 2014, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Abel Campos	Helen Keller
Deputy Registrar	President