

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

FOURTH SECTION

CASE OF VARGA v. HUNGARY

(Application no. 42329/09)

JUDGMENT

STRASBOURG

22 March 2016

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



In the case of Varga v. Hungary,

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

Vincent A. De Gaetano, *President,*
Egidijus Kūris,
Gabriele Kucsko-Stadlmayer, *judges,*
and Fatoş Aracı, *Deputy Section Registrar,*

Having deliberated in private on 1 March 2016,

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

PROCEDURE

1. The case originated in an application (no. 42329/09) against 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, Ms Csabáné Varga ("the applicant"), on 4 August 2009.

2. The Hungarian Government ("the Government") were represented by Mr Z. Tallódi, Agent, Ministry of Justice.

3. On 25 June 2015 the application was communicated to the Government.

THE FACTS

THE CIRCUMSTANCES OF THE CASE

4. The applicant was born in 1956 and lives in Szeged.

5. The applicant had a car accident in 1993, sustained serious injuries and, as a consequence, her loss of capacity to work was assessed to be 67 per cent.

6. An insurance company was obliged to pay a monthly allowance to the applicant. In order to redeem the monthly allowance, the insurance company offered 4,400,000 Hungarian forints (17,600 euros) to the applicant as compensation for all damages she has suffered. The applicant and the insurance company concluded an agreement on the lump sum on 25 February 1999.

7. Subsequently, the applicant realised that the lump sum paid by the insurance company did not cover all her damages, believing that the calculation method applied by the insurance company was mistaken. Consequently, on 7 August 2003 the applicant initiated a civil lawsuit against the insurance company requesting the court to declare the agreement

invalid and to oblige the insurance company to pay compensation for damages.

8. The Budapest Regional Court delivered a partial judgment on 18 April 2006 in which dismissed the applicant's claim on the alleged invalidity of the parties' agreement. On appeal, the Budapest Court of Appeal upheld the partial judgment on 21 February 2007. The applicant challenged the partial judgment before the Supreme Court which upheld it on 17 October 2007.

9. As to the remainder, the Budapest Regional Court in its judgment delivered on 11 June 2007 partly found for the applicant in respect of the damage claim. On appeal, the Budapest Court of Appeal reversed the judgment and dismissed the applicant's claim on 23 April 2008. The applicant challenged the judgment before the Supreme Court but to no avail. The Supreme Court upheld the final and binding judgment on 11 February 2009.

THE LAW

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

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

11. The Government contested that argument.

12. The period to be taken into consideration began on 7 August 2003 and ended on 11 February 2009. It thus lasted five years and six months for three levels of jurisdiction.

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

14. Having examined all the material submitted to it and 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 (see *Gazsó v. Hungary*, no. 48322/12, § 17, 16 July 2015).

There has accordingly been a breach of Article 6 § 1.

II. OTHER ALLEGED VIOLATIONS OF THE CONVENTION

15. The applicant also complained under Articles 6 and 13 of the Convention that the proceedings were not fair. The Court considers that there is no appearance that the courts lacked impartiality or that the proceedings were otherwise unfair. It follows that this part of the application is manifestly ill-founded within the meaning of Article 35 § 3 (a) and must be rejected in accordance with Article 35 § 4 of the Convention.

III. APPLICATION OF ARTICLE 41 OF THE CONVENTION

16. Relying on Article 41 of the Convention, the applicant claimed pecuniary and non-pecuniary damages to be awarded in line with the Court's case-law in Hungarian length-of-proceedings cases.

17. The Government contested the claims.

18. The Court considers that the applicant must have sustained some non-pecuniary damage. Ruling on the basis of equity, it awards her 1,000 euros under that head.

19. The applicant made no costs claim.

20. 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.

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 1,000 (one 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.

Done in English, and notified in writing on 22 March 2016, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Fatoş Aracı
Deputy Registrar

Vincent A. De Gaetano
President