



## **DECISION ON ADMISSIBILITY**

**Case no. CH/00/5895**

**Nevenka and Dragan ŠEGEDIN**

**against**

**THE FEDERATION OF BOSNIA AND HERZEGOVINA**

The Human Rights Chamber for Bosnia and Herzegovina, sitting as the First Panel on 4 December 2002 with the following members present:

Ms. Michèle PICARD, President  
Mr. Rona AYBAY, Vice-President  
Mr. Dietrich RAUSCHNING  
Mr. Hasan BALIĆ  
Mr. Želimir JUKA  
Mr. Miodrag PAJIĆ  
Mr. Andrew GROTRIAN

Mr. Ulrich GARMS, Registrar  
Ms. Olga KAPIĆ, Deputy Registrar

Having considered the aforementioned application introduced pursuant to Article VIII(1) of the Human Rights Agreement (“the Agreement”) set out in Annex 6 to the General Framework Agreement for Peace in Bosnia and Herzegovina;

Adopts the following decision pursuant Article VIII(2)(c) of the Agreement and Rule 49(2) of the Chamber’s Rules of Procedure:

## I. INTRODUCTION

1. The applicants complain of the destruction of their private vehicle which, prior to the outbreak of the armed conflict, was parked at the parking garage located at Dobrinja V, 2/2, slot no. 53.
2. The application was introduced on 10 October 2000 and registered on the same day.
3. On 6 December 1991 the applicants concluded a parking space rental contract with a state run garage company in Sarajevo. The garage company agreed to protect the applicants' car from fire, theft and damage. The applicants agreed to pay monthly rent. In April 1992, the applicants ceased paying the monthly rent due to the break down of the payment system. In June 1992, the garage company ceased protecting the applicants' car due to the hostilities. In December 1996, the applicants learned that all the parts of the car had been stolen and only the body remained. On 24 June 1997, the applicants lodged a compensation claim before the First Instance Court II in Sarajevo. The claim was refused on 9 December 1999. On 17 January 2000, the applicants appealed to the Second Instance Court in Sarajevo. That appeal was also refused on 12 July 2000.

## II. OPINION OF THE CHAMBER

4. In accordance with Article VIII(2) of the Agreement, "the Chamber shall decide which applications to accept.... In so doing, the Chamber shall take into account the following criteria: ... (c) The Chamber shall also dismiss any application which it considers incompatible with this Agreement, manifestly ill-founded, or an abuse of the right of petition."
5. Concerning the destruction of the car, the Chamber notes that this occurred prior to 14 December 1995, the date on which the Agreement entered into force. As the Chamber is only able to consider events which occurred after the date of entry into force of the Agreement, the Chamber considers this part of the application incompatible *ratione temporis*, within the meaning of Article VIII(2)(c). The Chamber therefore decides to declare this part of the application inadmissible.
6. The Chamber notes that there have been court proceedings after the entry into force of the Agreement. Article 6 of the Convention guarantees the right to a fair hearing. However, the applicants do not complain that these court proceedings have been unfair, and the Chamber cannot see any violation related to the court proceedings on its own. It follows that this part of the application is manifestly ill-founded, within the meaning of Article VIII(2)(c) of the Agreement. The Chamber therefore decides to declare this part of the application inadmissible as well.

## III. CONCLUSION

7. For these reasons, the Chamber, unanimously,

**DECLARES THE APPLICATION INADMISSIBLE.**

(signed)  
Ulrich GARMS  
Registrar of the Chamber

(signed)  
Michèle PICARD  
President of the First Panel