



DECISION ON ADMISSIBILITY AND MERITS
(delivered on 4 July 2003)

Case no. CH/02/9794

Idriz DEMIRI

against

THE FEDERATION OF BOSNIA AND HERZEGOVINA

The Human Rights Chamber for Bosnia and Herzegovina, sitting as the Second Panel on 5 June 2003 with the following members present:

Mr. Mato TADIĆ, President
Mr. Jakob MÖLLER
Mr. Mehmed DEKOVIĆ
Mr. Giovanni GRASSO
Mr. Manfred NOWAK
Mr. Vitomir POPOVIĆ
Mr. Viktor MASENKO-MAVI

Mr. Ulrich GARMS, Registrar
Ms. Olga KAPIĆ, Deputy Registrar
Ms. Antonia DE MEO, 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 to Articles VIII(2) and XI of the Agreement and Rules 57 and 58 of the Chamber's Rules of Procedure:

I. INTRODUCTION

1. The case concerns the applicant's request to get into the possession of business premises located in Zenica at M. Tarabara no. 3. In 1993 the applicant concluded a purchase contract for these premises and subsequently was registered as the owner. The applicant wants to obtain the possession of the mentioned business premises from Enver Ljuca, the long-term lease-holder over the property in question and applicant in the related case no. CH/00/5605 *Enver LJUCA v. The Federation of Bosnia and Herzegovina*, which was declared inadmissible on 9 November 2001. Enver Ljuca claimed to have a contractual priority right to buy the business premises and challenged the validity of the purchase contract between the applicant and M.J.. From December 1993 to May 2000 a first set of proceedings in the dispute between the applicant and Enver Ljuca concerning the validity of the purchase contract was pending before the domestic courts. The decision of the Supreme Court of May 2000 settled the matter in favour of the applicant and declared the purchase contract between the applicant and M.J. to be valid. Since September 2000 a second set of proceedings in the dispute between the applicant and Enver Ljuca is pending, in which the applicant seeks the termination of Enver Ljuca's lease contract over the business premises.

2. The application raises issues under Article 6 of the European Convention on Human Rights ("the Convention") and Article 1 of Protocol No. 1 to the Convention.

II. PROCEEDINGS BEFORE THE CHAMBER

3. The application was introduced with the Chamber on 26 March 2002 and registered on the same day. The applicant requested the Chamber to order the respondent Party, as a provisional measure, to seal the business premises at M. Tarabara no. 3, and to prohibit third parties to use the premises until the issuance of the final decision in his case. On 2 July 2002, the Second Panel decided to reject the request for provisional measures.

4. On 2 April 2002, prior to the transmittal of the application to the respondent Party, the Chamber received a letter from the Minister of Justice of the Federation of Bosnia and Herzegovina concerning the present case. This letter was transmitted to the Agent of the respondent Party. On 27 September 2002 the respondent Party replied, agreeing with the position of the Minister of Justice.

5. On 12 November 2002 the case was transmitted to the respondent Party for its observations on admissibility and merits under Articles 6, paragraph 1 and 13 of the European Convention and Article 1 of Protocol No. 1 to the Convention.

6. On 15 January 2003 these observations were received and transmitted to the applicant on 20 January 2003 for his reply. On 27 January 2003 the applicant submitted his reply which was then transmitted to the respondent Party on 29 January 2003 for its information and possible comments.

7. On 8 April 2003 the Chamber requested the applicant to update the information on the case. On 14 April 2003 his answer was received by the Chamber and sent to the respondent Party for information and possible comments.

8. The Chamber deliberated on the admissibility and merits of the case on 2 July and 7 November 2002, 6 March, 7 May and 5 June 2003. On the latter date the Chamber adopted the present decision on admissibility and merits.

III. ESTABLISHMENT OF THE FACTS

9. On 27 September 1993, the applicant, as buyer, and M.J., as seller, concluded a contract on purchase of business premises, namely a watchmaker's shop, located in Zenica at M. Tarabara no. 3 (hereinafter "the business premises"). Subsequently, the applicant got registered as the owner of the business premises. It appears that the premises were used by Enver Ljuca, who concluded a ten year lease contract in 1986. In August 1990, due to his bad health, he ceded the business premises to

his sister who uses them for the same private business activity. In June 1990 M.J. extended the lease contract with Enver Ljuca by an annex to the original contract to last until 1 June 1999. It appears that after the expiry of the lease contract the applicant, who succeeded M.J. in the ownership over the business premises, failed to officially request Enver Ljuca to leave the business premises within the time-limits prescribed by the law. At the time of the purchase contract and up until to date Enver Ljuca and his sister have been in possession of the business premises in question.

A. Court proceedings regarding the validity of the purchase contract

10. On 28 December 1993 Enver Ljuca, the lease holder, initiated court proceedings to annul the purchase contract over the business premises concluded between the applicant and M.J.. He argued that according to his lease contract he had a priority right to purchase the business premises which had been disregarded by M.J. in selling the premises to the applicant. On 26 April 1994, deciding upon this complaint, the First Instance Court in Zenica issued a judgment establishing that the contract concluded between the applicant and M.J. was null and void. The judgment states that Enver Ljuca, as the long-term lease-holder over the disputed premises, had a priority purchase right. The applicant and M.J. appealed against this judgment.

11. On 14 July 1994, the Higher Court in Zenica issued a judgment rejecting the appeal and confirming the first instance judgment.

12. On 31 August 1994 the applicant requested the Public Prosecutor of the Republic to initiate the procedure for the protection of legality before the Supreme Court of Bosnia and Herzegovina, an extraordinary legal remedy. On 11 November 1995, the Public Prosecutor of the Republic informed the applicant that they submitted the request for protection of legality. On 29 March 1996, having considered the request for protection of legality, the Supreme Court of the Federation of Bosnia and Herzegovina ("the Supreme Court") issued a procedural decision accepting the request for protection of legality. It annulled both previous judgments, the judgment of the First Instance Court Zenica of 26 April 1994 and the judgment of the Higher Court Zenica of 14 July 1994 and returned the case to the First Instance Court for renewed procedure. The Supreme Court found that neither the First Instance Court nor the Second Instance Court had established the decisive facts relevant for the application of the substantive law.

13. In the renewed proceedings, on 25 August 1998, the Municipal Court in Zenica issued a judgment annulling the purchase contract concluded by the applicant and M.J. The applicant appealed against this judgment to the Cantonal Court in Zenica. On 19 May 1999, the Cantonal Court issued a judgment accepting the appeal, quashing the first instance judgment and returning the case to the First Instance Court for renewed proceedings.

14. The Municipal Court in Zenica, by its judgment of 27 September 1999, again declared the purchase contract on the basis of which the applicant bought the disputed premises to be null and void. The applicant appealed against this judgment and on 14 February 2000 the Cantonal Court in Zenica rejected the applicant's appeal and confirmed the first instance judgment. The applicant requested a revision of the decisions before the Supreme Court.

15. On 25 May 2000 the Supreme Court accepted the revision and issued a judgment modifying the lower level judgments. It found that Enver Ljuca did not have a priority purchase right and rejected the request of Enver Ljuca to annul the purchase contract between the applicant and M.J. over the disputed premises. Instead, it declared the purchase contract to be valid. However, it also rejected the applicant's claim that the Court order Enver Ljuca to hand over the possession of the business premises, firstly because the lease contract with Enver Ljuca still was in force and therefore this request was premature, and secondly because the applicant did not include Enver Ljuca's sister in his claim, who was the *de facto* possessor or at least co-possessor of the business premises in question.

B. Court proceedings regarding the termination of the lease contract

16. The applicant then initiated proceedings before the Municipal Court in Zenica in order to terminate the lease contract of Enver Ljuca. On 15 September 2000 he requested the Court to end the lease contract as a provisional measure. On 19 September 2000 the Municipal Court ordered, as a provisional measure, that Enver Ljuca must leave the business premises by 15 March 2001. On 17 October 2000, upon an objection of Enver Ljuca, the provisional measure was put out of force. On 7 November 2000 Enver Ljuca asked the Court, as a provisional measure, to forbid the applicant to use the business premises and to seal them until completion of the proceedings.

17. On 26 January 2001 the Municipal Court Zenica passed a judgment rejecting Enver Ljuca's request for provisional measures and ordering him to vacate the premises within 15 days. The Court in its judgment also held that, in accordance with Article 33 of the Law on Rent of Business Premises, there had been an implicit revalidation of the lease contract after its expiry on 1 June 1999 because the applicant had failed to request the lessee, Enver Ljuca, in writing or through the courts to vacate the business premises and return them within 15 days after the expiry of the lease contract. Enver Ljuca appealed against the judgment.

18. On 8 October 2001 the Cantonal Court Zenica accepted the appeal, annulled the Municipal Court judgment of 26 January 2001 and returned the case to the Municipal Court.

19. In the proceedings again pending before the Municipal Court in Zenica, on 12 April 2002 the court issued a procedural decision, ordering Enver Ljuca not to use the business premises, which were to be sealed until end of court proceedings. Enver Ljuca appealed against this decision.

20. On 26 August 2002 the Cantonal Court Zenica issued a procedural decision accepting the appeal, annulling the first instance procedural decision and returning the case to the Municipal Court Zenica. On 14 April 2003 the applicant informed the Chamber that he still had not obtained possession of the business premises and that the proceedings were still pending.

IV. RELEVANT LEGISLATION

Law on Rent of Business Buildings and Premises

21. The Law on Rent of Business Buildings and Premises was first published in the Official Gazette of the Socialist Republic of Bosnia and Herzegovina no. 33/77 and was up-dated in the Official Gazettes 12/87, 30/90, 7/92 and in the Official Gazette of the Republic of Bosnia and Herzegovina 3/93 and 13/94.

22. Article 33 reads as follows

“The lease contract on business premises concluded for a limited time period, upon the expiry of the contracted period, is considered tacitly renewed for an indefinite time period if a lessee continues to use the business premises also after the time which the contract was concluded for and the lessor does not oppose it.

It is considered that the lessor does not oppose it if the lessee is not requested, before the expiry of the contracted time limit or 15 days after the expiry of that time limit, either in writing or through a court, to hand him over the business premises.”

23. Article 39 reads as follows:

“ The right acquired under a lease contract does not end when a third person acquires from the lessor, by purchase or in any other way, a building or a part of a building in which the rented premises is located, except for the cases mentioned in the previous Article above. The third party shall acquire all rights and obligations from the lessor.”

V. COMPLAINTS

24. The applicant complains of a violation of his rights under Article 6, paragraph 1 of the Convention, Article 13 and Article 1 of Protocol No. 1 to the Convention. He argues that he has not been able to enter into the possession of the business premises in question for more than nine years, although the Supreme Court of the Federation in its judgment of 25 May 2000 confirmed the validity of the sale contract and he is the registered owner.

VI. SUBMISSIONS OF THE PARTIES

A. The respondent Party

25. The respondent Party in its written observations of 13 January 2003 does not dispute the facts.

26. Regarding the admissibility, the respondent Party considers the case inadmissible because of non-exhaustion of domestic remedies. The respondent Party argues that the proceeding on the applicant's claim for the termination of the contract on lease is still pending. According to the respondent Party, a mere doubt with respect to the success in the domestic proceedings does not exempt the applicant of the obligation to exhaust domestic remedies and, therefore, the application should be declared inadmissible.

27. Regarding the merits, the respondent Party points out that in this case the proceedings are related to the right of ownership and such proceedings, by their nature, are complex. The respondent Party further states that the courts, within the legal time limit, issued several decisions and that the applicant used a number of legal remedies. Therefore the court proceedings are still pending. The respondent Party claims that there has been no violation of Article 6 of the Convention with regard to the "reasonable time" requirement. The respondent Party further claims that there has been no violation of Article 13 because the applicant had access to domestic courts.

28. Finally, with regard to Article 1 of Protocol No. 1 to the Convention, the respondent Party states that in this case the applicant tries to obtain the right to possession of the business premises in question. In the course of the proceedings, both the first instance court and the second instance court have issued judgments with detailed reasoning. Since the final decision on the termination of the lease contract has not been issued yet, the respondent Party considers that there has been no violation of Article 1 of Protocol No. 1 to the Convention.

29. However, in contrast with all its other observations in this case on 27 September 2002, the respondent Party stated that it fully agreed with the statement of the Federal Ministry of Justice in its letters of 2 April 2002 to the Chamber and its letters of 4 and 16 September 2002 to the respondent Party and that it asks the Chamber to prioritize the case. The statement reads as follows:

"Any further delay of these proceedings that last for more than 8 years, as well as a non-issuance of a decision by the Chamber causes, according to the Ministry, further damage for the Federation of Bosnia and Herzegovina which is obliged to secure the highest degree of internationally recognized rights to ownership in accordance with Article II(2) of the Constitution of the Federation of Bosnia and Herzegovina and the European Convention on Human Rights."

B. The applicant

30. The applicant maintains his complaints.

VII. OPINION OF THE CHAMBER

A. Admissibility

31. Before considering the merits of this application, the Chamber must decide whether to accept it, taking into account the admissibility criteria set forth in Article VIII(2) of the Agreement. The Chamber notes that the respondent Party in its written observations on admissibility and merits considers the case to be inadmissible for non-exhaustion of domestic remedies. It argues that the proceedings on the applicant's claim for the termination of the contract on lease to the benefit of Enver Ljuca are still pending.

32. 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: (a) Whether effective remedies exist, and the applicant has demonstrated that they have been exhausted...".

33. The Chamber observes that in essence the applicant's complaint concerns a violation of his right to have his civil claims settled by the courts within reasonable time as protected under Article 6 of the Convention. Such a complaint about length of proceedings cannot be remedied by awaiting the final decision in the court case concerning the termination of the lease contract. As the Chamber has repeatedly held, the fact that proceedings are still pending will not prevent the Chamber from examining the applicant's complaint in relation to length of the proceedings (see e.g. case nos. CH/02/11108 and CH/02/11326, *Basić and Cosić*, decision on admissibility and merits of 9 May 2003, paragraph 113). The Chamber therefore decides not to declare the applicant's complaint under Article 6, paragraph 1 concerning the length of proceedings inadmissible on the ground that the applicant has not exhausted the effective domestic remedies.

34. With regard to the applicant's additional complaint under Article 1 of Protocol No. 1, that he should be given the possession of the business premises the Chamber finds that, as long as a third party (*Enver Ljuca*) has a right of possession stemming from a valid lease contract over the property in question, the applicant, although being the owner, has no right to evict the lessee and to enter into the possession of the business premises in question. Therefore the pending proceedings determining the validity of the contract on lease to the benefit of the third party might in principle qualify as effective ones within the meaning of Article VIII(2)(a) of the Agreement.

35. However, considering that proceedings in the present case are already pending before the domestic courts for more than nine years the Chamber must ascertain whether, in the case now before it, this remedy can also be considered effective in practice. (For the requirement of "effectiveness" of legal remedies see case no. CH/96/17, *Blentić*, decision on admissibility and merits delivered on 3 December 1997, paragraphs 19-21, Decisions on Admissibility and Merits 1996-1997, with further references).

36. The Chamber notes that the Supreme Court in its decision of 25 May 2000 rejects the applicant's claim to be given possession over the business premises he bought because "the lease contract under which (...) [*Enver Ljuca*] acquired the right to possession has not been cancelled and therefore the action is premature and, further the factual possessor (...) [*Enver Ljuca's sister*] is not included in the request...". On 15 September 2000 the applicant, for the first time, filed a proposal to cancel the lease contract over the business premises in the court proceedings pending before the Municipal Court in Zenica. Therefore, the relevant legal claim that would enable the applicant to gain possession over the business premises has only been pending for about two and a half years. It also appears that the courts are actively working on the case. Therefore, the Chamber cannot find that the domestic remedy proposed by the respondent Party appears to be ineffective.

37. Consequently the Chamber finds that the applicant's claim under Article 1 of Protocol No. 1 to the Convention to be given the possession of the business premises is premature within the meaning of Article VIII(2)(a) of the Agreement and therefore inadmissible.

38. In addition, for the same reasons the Chamber also declares inadmissible the claim of a violation of Article 13 in conjunction with Article 1 of Protocol No. 1 to the Convention.

39. As the Chamber cannot find any other grounds to declare the case inadmissible, it declares admissible the complaint under Article 6, paragraph 1 of the Convention. The Chamber declares inadmissible the complaints under Article 1 of Protocol No. 1 to the Convention and the complaint under Article 13 in conjunction with Article 1 of Protocol No. 1 to the Convention.

B. Merits

40. Under Article XI of the Agreement, the Chamber must next address the question of whether the facts established above disclose a breach by the respondent Party of its obligations under the Agreement. Under Article I of the Agreement, the Parties are obliged to “secure to all persons within their jurisdiction the highest level of internationally recognised human rights and fundamental freedoms”, including the rights and freedoms provided for in the Convention.

41. The Chamber has found the application to be admissible only with regard to the requirement of a hearing within reasonable time under Article 6, paragraph 1 of the Convention. The applicant, who wants to enter into possession of the business premises that he bought in 1993, complains about the length of the civil proceedings because his case has been pending before the courts for more than nine years.

42. Article 6 of the Convention, insofar as relevant to the present case, reads as follows:

“1. In the determination of his civil rights and obligations ..., everyone is entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law....”

43. Noting that the pending proceedings concern the applicant’s right to enter into possession of business premises and the validity of a purchase contract which he concluded in 1993 with M.J., issues that are regulated in the Law on Obligations, the Law on Rent of Business Buildings and Premises and related laws, the Chamber finds that these proceedings relate to the determination of his “civil rights and obligations”, within the meaning of Article 6 paragraph 1 of the Convention. Accordingly, that provision is applicable to the proceedings in the present case.

44. The reasonableness of the length of proceedings is to be assessed having regard to the criteria laid down by the Chamber, namely the complexity of the case, the conduct of the applicant and of the relevant authorities, and the other circumstances of the case (*see, e.g.*, case no. CH/97/54, *Mitrović*, decision on admissibility of 10 June 1998, paragraph 10, Decisions and Reports 1998, with reference to the corresponding case-law of the European Court of Human Rights).

45. In addition, in the present case the Chamber notes that the proceedings in the applicant’s case against Enver Ljuca in fact consist of two distinct sets of proceedings, a first set of proceedings regarding the validity of the applicant’s purchase contract that lasted from December 1993 until May 2000 and a second set of proceedings regarding the termination of Enver Ljuca’s lease contract that has lasted from September 2000 until to date. These two sets of proceedings concern two distinct “civil rights” claimed by the applicant, the right to have the validity of his purchase contract determined, and the right to terminate the lease contract burdening the purchased premises. As a consequence, in order to assess whether there has been a violation of the right to have a civil right determined within reasonable time as protected under Article 6, these two sets of proceedings must be examined separately.

46. In the first set of proceedings a civil law suit was introduced by Enver Ljuca against M.J. and the applicant on 28 December 1993 to contest the validity of the purchase contract between M.J. and the applicant over business premises of which Enver Ljuca was the lessee. Enver Ljuca claimed to have a priority purchase right. On 26 March 1996, after judgments of the first and second instance courts declaring the applicant’s purchase contract null and void, the Supreme Court, acting upon a request for protection of legality initiated by the applicant, sent the case back to the first instance because the relevant facts had not been properly established. The first two instances decided again

in 1998, 1999 and 2000 and again declared the purchase contract null and void. Upon a request for revision by the applicant on 25 May 2000 the Supreme Court declared the purchase contract to be valid. However, it rejected the applicant's claim to be given possession of the business premises.

47. This prompted the applicant to initiate a second set of proceedings in September 2000 by way of a civil law suit against Enver Ljuca, requesting the termination of the lease contract. The Municipal Court issued a judgment on 26 January 2001 terminating the lease contract and ordering Enver Ljuca to vacate the premises. Currently the case is again pending before the Municipal Court to which it had been returned by the Cantonal Court by decision upon appeal of 26 August 2002.

1. First set of proceedings regarding the validity of the purchase contract

48. Examining whether the first set of proceedings in the civil dispute regarding the validity of the applicant's purchase contract exceeded the reasonable time requirement provided for in Article 6 of the Convention, the Chamber notes that it lasted for more than six years until the decision of the Supreme Court in May 2000 finally settled the matter.

49. The Chamber notes that the issues in the first set of proceedings are the establishment of the validity of the purchase contract, concluded between the applicant and M.J in 1993, and the related question whether Enver Ljuca had a priority purchase right. This issue does not appear to the Chamber to be too complex.

50. Examining the course of proceedings before the courts the Chamber notes that both parties to the civil law suit, the applicant and Enver Ljuca, made use of every available ordinary and extraordinary remedy possible in the case and that the applicant also initiated the extra-ordinary remedy of protection of legality. However, looking at the conduct of the applicant, it is clear that he has pursued the various procedures available to him in an expeditious manner. The Chamber cannot find any evidence that any conduct of the applicant has served to prolong the first set of proceedings for any other purpose than his wish to win his case.

51. In its consideration whether more than six years is an excessive length for civil proceedings for determining the validity of a purchase contract, the Chamber must bear in mind the particular circumstances in Bosnia and Herzegovina at the time of war and in the immediate post-war period. It notes that the law suit about the validity of the purchase contract was not initiated by the applicant but by Enver Ljuca who objected to the validity of the purchase contract because he wanted to exercise his presumed priority purchase right. The Chamber also notes that in July 1994 the Higher Court in Zenica had issued a final decision in favour of Enver Ljuca in the case, declaring the purchase contract between the applicant and M.J. null and void. However, upon initiative of the applicant the Public Prosecutor of the Republic submitted a request for protection of legality as an extra-ordinary to the competent court. As a result the Supreme Court in March 1996 returned the case back to the first instance for renewed proceedings.

52. The authorities in this case, as can be seen from the court decisions in the case file, seem to have met their responsibility to ensure that the proceedings were expedited in a reasonable time. It does not appear to the Chamber that the judiciary involved in solving the case has deliberately tried to prolong the civil proceedings in the case or was prejudiced against the applicant. Every motion of either party of the civil suit was decided without delay and within a reasonable time.

53. Taking all these circumstances into consideration, the Chamber finds that the time period this first set of proceedings was pending before the courts must still be considered to be reasonable. Accordingly, there has been no violation of Article 6 of the Convention in this respect.

2. Second set of proceedings regarding the termination of the contract on lease

54. The Chamber must also examine whether the second set of proceedings which is currently ongoing and started in September 2000 has been pending before the courts for an unreasonably long time and thereby violating the applicant's rights under Article 6 of the Convention. In this second set

of proceedings the applicant is trying to obtain termination of Enver Ljuca's lease contract and thereby enter into possession of the business premises.

55. The Chamber recalls that the Supreme Court in its decision of 25 May 2000 rejected the counter-claim of the applicant to be given possession over the business premises. The Supreme Court held that the fact that Enver Ljuca's law-suit to exercise a priority right to purchase the premises had failed did not mean that he must hand over the premises to the applicant, as the sale of the premises did not terminate the lease contract.

56. The Chamber notes that since the beginning of the second set of proceedings in September 2000 several decisions have been issued by both the first and the second instance courts. The Chamber also notes that the case has been sent back and forth between the Municipal Court in Zenica and the Cantonal Court in Zenica and that both courts have repeatedly overruled previous findings. However, it does not seem that this is due to the fact the courts and judiciary involved in solving the case have deliberately tried to prolong the civil proceedings. The Chamber also notes that both parties, the applicant and Enver Ljuca, have again made ample use of the available domestic remedies and thereby prolonged the proceedings, as they are entitled to do.

57. Taking into consideration the specific circumstances of the case, the Chamber finds that the time period for which the second set of proceedings has been pending so far, from September 2000 up to date, does not seem unreasonably long to determine the validity of the lease contract. Therefore also with regard to the second set of proceedings the respondent Party did not violate the applicant's right to a fair hearing within a reasonable time under Article 6.

58. In view of the above, the Chamber finds that there has been no violation of the applicant's right, under Article 6 paragraph 1 of the Convention, to have his civil claims determined within a reasonable time.

VIII. CONCLUSIONS

59. For the above reasons, the Chamber decides,

1. unanimously, to declare the complaint under Article 1 of Protocol No. 1 to the European Convention on Human Rights inadmissible;
2. unanimously, to declare the complaint under Article 13 of the European Convention on Human Rights in conjunction with Article 1 of Protocol No. 1 to the Convention inadmissible;
3. unanimously, to declare the complaint under Article 6 regarding the length of civil proceedings before the domestic courts admissible;
4. unanimously, that the Federation of Bosnia and Herzegovina has not violated the applicant's right under Article 6 of the European Convention on Human Rights to have his civil claims determined within a reasonable time.

(signed)
Ulrich GARMS
Registrar of the Chamber

(signed)
Mato TADIĆ
President of the Second Panel