



REPUBLIKA E KOSOVËS - РЕПУБЛИКА КОСОВО - REPUBLIC OF KOSOVO

**GJYKATA KUSHTETUESE
УСТАВНИ СУД
CONSTITUTIONAL COURT**

Prishtina, on 1 November 2019
Ref. No.: RK1463/19

This translation is unofficial and serves for informational purposes only.

RESOLUTION ON INADMISSIBILITY

in

Case No. KI 201/18

Applicant

Selami Taraku

**Constitutional review of Judgment Rev. No. 322/2018 of the Supreme
Court of 15 October 2018**

THE CONSTITUTIONAL COURT OF THE REPUBLIC OF KOSOVO

composed of:

Arta Rama-Hajrizi, President
Bajram Ljatifi, Deputy President
Bekim Sejdiu, Judge
Selvete Gërxhaliu-Krasniqi, Judge
Gresa Caka-Nimani, Judge
Safet Hoxha, Judge
Radomir Laban, Judge
Remzije Istrefi-Peci, Judge, and
Nexhmi Rexhepi, Judge

Applicant

1. The Referral was submitted by Selami Taraku from Prishtina (hereinafter: the Applicant), who is represented by the authorized representative Naim Krasniqi from Prishtina.

Challenged decision

2. The Applicant challenges Judgment Rev. No. 322/2018 of the Supreme Court of 15 October 2018.

Subject matter

3. The subject matter is the constitutional review of the challenged decision, which allegedly violate the Applicant's rights guaranteed by Article 31 [Right to Fair and Impartial Trial] and Article 46 [Protection of Property] of the Constitution of the Republic of Kosovo (hereinafter: the Constitution), and Article 6 (Right to a fair trial), Article 1 of Protocol No. 1 (Protection of property) of the European Convention on Human Rights (hereinafter: the ECHR) and Article 10 of the Universal Declaration of Human Rights (hereinafter: the UDHR).

Legal basis

4. The Referral is based on Article 113.7 [Jurisdiction and Authorized Parties] of the Constitution, Article 47 [Individual Requests] of the Law No. 03/L-121 on the Constitutional Court of the Republic of Kosovo (hereinafter: the Law) and Rule 32 [Filing of Referrals and Replies] of the Rules of Procedure of the Constitutional Court of the Republic of Kosovo (hereinafter: the Rules of Procedure).

Proceedings before the Constitutional Court

5. On 21 December 2018, the Applicant submitted the Referral to the Constitutional Court of the Republic of Kosovo (hereinafter: the Court).
6. On 8 January 2019, the President of the Court appointed Judge Bekim Sejdiu as Judge Rapporteur and the Review Panel, composed of Judges: Selvete Gërxhaliu-Krasniqi (Presiding), Bajram Ljatifi and Radomir Laban (members).
7. On 1 February 2019, the Applicant submitted additional documents to the Court.
8. On 27 March 2019, the Court notified the Applicant about the registration of the Referral and forwarded a copy of the Referral to the Supreme Court.
9. On 8 October 2019, after reviewing the report of the Judge Rapporteur, the Review Panel made a recommendation to the Court on the inadmissibility of the Referral.

Summary of facts

10. On 19 May 2016, by Decision No. 1/73 of the Rectorate of the Prishtina University „Hasan Prishtina“ (hereinafter: the Rectorate), the Applicant's employment relationship as a lecturer at the Faculty of Arts was terminated because of reaching the retirement age.

11. On 11 November 2016, the Applicant filed a claim with the Basic Court in Prishtina against the Rectorate requesting that the Rectorate be obliged to pay three salaries upon retirement and three salaries as jubilee rewards.
12. On 29 May 2017, the Basic Court in Prishtina [Judgment C. No. 2797/16] approved the Applicant's claim and ordered the University of Prishtina to pay the claimant, in the name of compensation for three accompanying retirement salaries and three jubilee rewards, the amount of € 6,160.2, as well as the costs of the proceedings in the amount of € 404, all this with legal interest of 8% starting from 14.11.2016. The reasoning of the Basic Court states *inter alia*: „*The General Collective Agreement of Kosovo, adopted by the Government of Kosovo and the Chamber of Commerce of Kosovo - the provisions of which apply throughout the territory of Kosovo, Article 52 provides for the right of workers for payment of accompanying retirement salaries and Article 53 provides for the right to jubilee rewards after retirement. The Court considers that this right belongs to the claimant within the meaning of the abovementioned provisions, which is why it decided to approve his statement of claim as grounded*”.
13. 13. On an unspecified date, the Rectorate appealed to the Court of Appeal at the judgment of the Basic Court in Prishtina for "misapplication of substantive law, with a motion to uphold the appeal so that the impugned judgment is reversed and the plaintiff's claim dismissed."
14. On 14 May 2018, the Court of Appeals [by Judgment Ac. No. 4531/2017] rejected, as ungrounded, the appeal of the Rectorate and upheld in entirety the judgment of the Basic Court. The Court of Appeals stated in its reasoning: "*The appealing allegations of erroneous application of substantive law are ungrounded. This is from the fact that Article 52 of the General Collective Agreement of Kosovo stipulates that an employee is entitled to a jubilee award, and, on the other hand, Article 53 of the General Collective Agreement of Kosovo provides that an employee enjoys the right to a three-month pay at retirement. Accordingly, this court finds that the first instance court correctly applied substantive law when it approved the claimant's statement of claim [...]*."
15. On an unspecified date, the Rectorate submitted a request for revision to the Supreme Court against the judgment of the Court of Appeals "*on the grounds of erroneous application of substantive law with the proposal that the judgments of the lower instance courts be modified and that the claimant's statement of claim be rejected or that the latter be quashed and the case be remanded to the first instance court for retrial.*"
16. On 10 October 2018, the Supreme Court, by Judgment Rev. No. 322/2018 approved the revision of the Rectorate, and modified the judgments of the Basic Court and the Court of Appeals, by rejecting as ungrounded the Applicant's claim for obliging the Rectorate to pay the Applicant on behalf of the compensation of three accompanying pension salaries and a jubilee reward. This Judgment states, *inter alia*, the following:

„The issue of accompanying retirement payments and jubilee rewards when retirement of academic staff with the appointment of full-time professor is not regulated by Law No. 04-037 on Higher Education of the Republic of Kosovo or the Statute of University “Hasan Prishtina” in Prishtina, which states the statute of each holder of higher education.

Both courts have erroneously applied substantive law when basing the approval of the statement of claim of the claimant on the provisions of the General Collective Agreement, because the Rectorate and the Dean's Office did not conclude an annex to the agreement with respective trade unions of universities and faculties to pay these salaries for academic staff with the title of professor. Therefore, for the payment of these salaries, the claimant cannot be based on the General Collective Agreement because for the workers these contracts have been signed by the United Independent Trade Unions of Kosovo (UITUK), the Government of Kosovo - the Prime Minister of the Republic of Kosovo, for the employer the Chamber of Commerce of Kosovo and the Economic - Social Council - its chairman and for the Kosovo Business Alliance - its president. As can be seen, for the academic staff with the title of professor, this agreement was not signed by the Rectorate nor by the deans with the respective trade unions”.

Applicant's allegations

17. The Applicant alleges that the regular courts violated his rights protected by Articles 31 and 46 of the Constitution in conjunction with Article 6 and Article 1 of Protocol No. 1 of the ECHR and the rights guaranteed by Article 10 of the UDHR, since upon his retirement he was not enabled the payment of the jubilee rewards and other benefits that come with the jubilee reward.
18. The Applicant alleges that the challenged decision is not in compliance with the to date case law of the Supreme Court, stating a specific decision in which the Supreme Court decided otherwise.
19. The Applicant reason the violation of Article 31 of the Constitution in conjunction with Article 6 of the ECHR by stating, *„that the Supreme Court of Kosovo has erroneously interpreted substantive law, it did not invoke in a correct manner the Law on Labor, the General Collective Agreement properly, and did not refer at all to the Collective Agreement signed by the Minister of Education [R.B.] and ITUK on 11.04. 2014“.*
20. According to the Applicant, *„The Supreme Court of Kosovo and the judge itself in the case regarding the General Collective Agreement HAVE TWO OPPOSITE OPINIONS [...] In case REV. No. 98/2017 Supreme Court of Kosovo states that the REVISION IS REJECTED by accepting stance [...] that the Collective Agreement is acceptable even though in this case the Branch of the respective Trade Union did not have a contract with the Specific Employer“.*
21. Further, emphasizing that the Supreme Court makes no distinction between the imperative and optional provisions of the Law on Labor and the Collective Agreement, the Applicant refers to Article 4 of the General Collective

Agreement, which provides that: „Provisions of the GCAL bind employers who, in any way, carry out economic, non-economic activities and civil services. Collective Agreement can concluded at Branch or Enterprise levels”. In this regard, the Applicant alleges that the General Collective Agreement “is mandatory, while trade union branches may enter into collective agreements, but this is optional”.

22. The Applicant also emphasizes that *„It does not appear that no collective agreement was entered into on behalf of UP and this was confirmed by the Collective Agreement concluded by the Minister [R.B.] on 11.04.2014. The Supreme Court bypassed the Collective Agreement, which includes the University staff, and in particular, this agreement gives effect to the Collective Agreement in Article 2 which states that for the matters not specified in the Collective Agreement of Education in Kosovo, the General Collective Agreement shall apply“.*
23. The Applicant further reasons the violation of Article 46 of the Constitution in conjunction with Article 1 of Protocol 1 of the ECHR, stating: *„The Supreme Court violates the Applicant’s rights for his right to retirement salaries by the judgments of the first instance court and the second instance court, [...] the Applicant’s legitimate expectation is based on his right to compensation and the outcome of the final decisions and his right to retirement salaries [...] failure to approve the claimant’s right under the final judgments rejected by the Supreme Court contains a direct violation of the right to property [...] .*
24. Finally, the Applicant requests the Court to approve the Referral as admissible and to declare invalid and remand for retrial Judgment Rev. No. 322/18 of the Supreme Court of 10 October 2018.

Relevant legal provisions

Law No.03 / L-212 on Labor (of 1 November 2010)

Article 90 Collective Contract

1. *Collective Contract may be concluded between:*
 - 1.1. *Organization of employers and their representatives and*
 - 1.2. *Organization of employees or, in cases where there are no such organisations, the agreement may be concluded by the representatives of employees;*
2. *Collective Contract may be concluded at:*
 - 2.1. *the state level;*
 - 2.2. *the branch level;*

2.3. *the enterprise level.*

3. *Collective Contract shall be concluded in a written form in official languages of Republic of Kosovo.*

4. *Collective Contract may be concluded for a certain period of time with a duration of maximum three (3) years.*

5. *Collective Contract shall be applicable to those employers and employees who commit themselves to the implementation of obligations deriving from such an agreement.*

6. *Collective Contract shall not include such provisions that limit the rights of employees and that are less favourable than the ones defined by this Law.*

7. *An employer shall make available to employees a copy of the Collective Contract.*

8. *Collective Contract shall be registered in the Ministry in compliance with terms and criteria determined by sub-legal act.*

9. *For the resolution of various disputes in a peaceful manner and the development of consultations on employment, social welfare and labour economic policies by the representatives of employers, employees and Government in the capacity of social partners, through a special legal-secondary legislation act, the Social-Economic Council shall be established.*

10. *Other issues of social dialogue shall be regulated through a legal or sub-legal act depending on the agreement reached by social partners.*

Law no. 04/L-037
on Higher Education in the Republic of Kosovo
(of 29 August 2011)

Article 28
Terms of Staff Service

1. *The Statute of a public Institution of higher education contains provisions relating to the appointment, tenure, promotion, discipline, suspension, dismissal, discharge from work or retirement.*

2. *The principal conditions of service of staff in providers of higher education shall be consistent with the legislation in force.*

3. *Other conditions of service of staff in all providers of higher education be determined by the Governing Council of the provider, which shall establish appropriate consultative frameworks with officially recognized unions with other representatives of staff and with the Ministry.*

4. Each member of staff employed under individual contract with the provider of higher education. Such contracts will include arrangements for regular evaluation of staff performance including direct observation of teaching and a structured process for support of its professional development.

5. The Statute of a provider of higher education regulates the participation of international experts in reviewer committees in the selection process of the academic staff of professorial status.

6. The Statute of a provider of higher education shall include provisions regulating the circumstances in which a member of staff may take up additional paid or unpaid employment and limiting the legal liability of the employer in such cases.

General Collective Agreement of Kosovo

(signed on 18 March 2014 and effective in January 2015)

Pursuant to Article 90, of the Labour Law, legal provision on the Law on Economic-Social Council and the Law on Trade Union Organizing in Kosovo, Employers' Organizations (Kosovo Chamber of Commerce and Kosovo Businesses Alliance), Workers; Organizations (Union of Independent Trade Unions in Kosovo) and the Government of the Republic of Kosovo (Ministry of Labour and Social Welfare) conclude:

The General Collective Agreement in Kosovo

Article 2

Scope

1. Provisions of the GCAK are binding to the parties of the Agreement, at private, public and state sector (at general level, branch level and company level).

2. Provisions of the GCAK apply to pupils, students in vocational training.

3. Provisions of the GCAK apply also to foreign employers and workers, or those without citizenship who carry out economic activities in the Republic of Kosovo.

4. Provisions of the GCAK do not apply to employers, or their representatives and workers or their representatives, set in Article 2, paragraph 4, of the Labour Law in Kosovo.

Article 3

[Application and inclusion]

Provisions of the GCAK are applied throughout the territory of the Republic of Kosovo.

Article 4

1. Provisions of the GCAL bind employers who, in any way, carry out economic, non-economic activities and civil services. Collective Agreement can concluded at Branch or Enterprise levels.

2. Branches of non-economic activity trade unions (civil, public services and public companies), reach a separate contract with their employers (relevant Ministries, State Administration, Education, Health, etc.) in accordance with their specifics.

Article 5

GCAK applies to all employees who work for an employer, with their representation in the territory of Kosovo.

Article 52

Jubilee rewards

1. Employee is entitled to jubilee rewards in following cases:

1.1. for 10 years of continuous experience at the last employer, equal to one monthly wage;

1.2. for 20 years of continuous experience, for the last employer, equal to two monthly wages;

1.3. for 30 years of continuous experience, for the last employer, equal to three monthly wages.

2. The last employer is the one who provides jubilee rewards.

3. Jubilee reward, is paid in a timeframe of one month, after meeting the conditions from the present paragraph.

Article 53

Retirement reimbursement

When retiring, employee is entitled to a reimbursement equal to three (3) monthly wages, he/she received during the last three (3) months.

Pre-university Education Collective Agreement

(signed on 11.04.2014)

Article 1

Purpose

1. The purpose of the Collective Agreement for Pre-University Education is to define more clearly and in more detail the rights, responsibilities and obligations of the parties to this agreement.

2. Higher education employees may also invoke and benefit from this contract when drafting second-rank contracts for those provisions that

represent a general standard between employer and employee, as set out in international labor agreements and the Labor Law of the Republic of Kosovo.

3. For university and academic staff and supporting staff in higher education and culture, annex contracts are concluded between the Rectors' and the Dean's Office, on one hand, and the respective trade unions of each university and faculty, on the other.

4. Second level contracts may be concluded for trade union organizations and LLCs.

Article 2

Scope

1. For rights and obligations that are not specified in this contract, the laws in force and the general collective agreement will apply.

1.1 The provisions of this collective agreement shall apply to all employees of all public and private institutions of pre-university education (pre-primary, primary, lower secondary and upper secondary education) in the territory of the Republic of Kosovo that are members of the UITUK.

Article 36

Salary guarantee

[...]

9. Employees (Articles of UITUK) who are retiring are eligible for the jubilee reward [...].

10. Employees (Articles of UITUK) retired persons are entitled to an accompanying payment of three (3) salaries at the average value of the last three salaries of workers.

Article 51

Transitional provisions

1. The provisions of this Collective Agreement which have financial implications shall apply from 01.01.2015. The other provisions will be applied immediately.

Article 52

Repealing provisions

1. The Collective Agreement for Employees in Primary and Secondary Education in Kosovo is repealed with the entry into force of this agreement.

Collective Agreement on Education in Kosovo
(signed on 18.04.2017)

Article 2
Scope

1. For rights and obligations not specified in this Agreement, the applicable legal provisions and the general collective agreement shall apply.

1.1 The provisions of this collective agreement shall apply to all employees of all public and private institutions of pre-university education (pre-school, primary, lower secondary, higher secondary education, special schools and competitive centers) and higher education institutions throughout the territory of the Republic of Kosovo which are members of UITUK.

1.2 The provisions of this collective agreement shall apply to all employers in the education sector, (Municipal LLC, KD University and Higher Education Institutions, MEST, etc.) in the public sector and private educational and scientific institutions throughout the territory of the Republic of Kosovo.

Article 35

8. Employees (UITUK members) in the jubilee years of employment are entitled to jubilee rewards from their last employer [...]

9. Employees (UITUK members) are entitled to an accompanying pension of three salaries at the average amount of the last three salaries of workers.

Article 48
Repealing provisions

With the entry into force of this agreement, the Collective Agreement No. 01B-2200 on Pre-University Education concluded between MEST and UITUK on 11.04.2014 is repealed..

Article 49
Entry into force

This Collective Agreement shall enter into force on the date of its signature by the signatories to this Agreement.

Admissibility of the Referral

25. The Court first examines whether the Referral has fulfilled the admissibility requirements established in the Constitution, and as further specified in the Law and foreseen in the Rules of Procedure.

26. In this respect, the Court refers to paragraphs 1 and 7, of Article 113 [Jurisdiction and Authorized Parties] of the Constitution which establish:

1. The Constitutional Court decides only on matters referred to the court in a legal manner by authorized parties.

[...]

7. Individuals are authorized to refer violations by public authorities of their individual rights and freedoms guaranteed by the Constitution, but only after exhaustion of all legal remedies provided by law.

27. In addition, the Court also refers to Articles 47 [Individual Requests], 48 [Accuracy of the Referral] and 49 [Deadlines] of the Law, which establish:

Article 47 of the Law
[Individual Requests]

1. Every individual is entitled to request from the Constitutional Court legal protection when he considers that his/her individual rights and freedoms guaranteed by the Constitution are violated by a public authority.

2. The individual may submit the referral in question only after he/she has exhausted all the legal remedies provided by the law.

Article 48
[Accuracy of the Referral]

“In his/her referral, the claimant should accurately clarify what rights and freedoms he/she claims to have been violated and what concrete act of public authority is subject to challenge”.

Article 49
[Deadlines]

“The referral should be submitted within a period of four (4) months. The deadline shall be counted from the day upon which the claimant has been served with a court decision. [...]

28. As regards the fulfillment of the abovementioned requirements, the Court notes that the Applicant is an authorized party challenging an act of a public authority, after having exhausted all legal remedies provided by law. The Applicant has also clarified the rights and freedoms he claims to have been violated, in accordance with the requirements of Article 48 of the Law and has submitted the Referral in accordance with the deadlines set forth in Article 49 of the Law.

29. However, the Court should also examine whether the admissibility requirements foreseen by Rule 39 [Admissibility Criteria] have been met, which establishes:

(2) The Court may consider a referral as inadmissible if the referral is manifestly ill founded because the Applicant has not sufficiently proved and substantiated the claim.

30. The Court notes, first of all, that the Applicant alleges a violation of the rights guaranteed by Articles 31 and 46 of the Constitution in conjunction with Article 6 and Article 1 of Protocol No. 1. to the ECHR and the rights guaranteed by Article 10 of the UDHR, rights which, according to the Applicant, have been violated because the regular courts,

- a) Have erroneously interpreted the law, namely the substantive law, because they did not invoke properly the Law on Labor, the General Collective Agreement and because they neglected the Collective Agreement signed by the Minister of Education and UITUK on 11.04.2014. and
- b) they were not inconsistent, applying different case law from those they had applied in similar situations. Thus, according to the Applicant, the Supreme Court violated his constitutional guarantee of the right to fair and impartial trial and, consequently, to the right to property..

a) Regarding the Applicant's allegation of erroneous interpretation of law, namely the substantive law

31. In this regard, the Court notes that the Applicant's allegations essentially concern the interpretation of the relevant provisions of the substantive law by the Supreme Court (namely the Law on Labor and the General Collective Agreement and the neglect of the Collective Agreement signed by the Minister of Education in UITUK).
32. The Court emphasizes its general view that correct and complete determination of factual situation, as well as relevant legal interpretations, in principle, fall within the jurisdiction of the regular courts. The role of the Constitutional Court is to ensure that the standards and rights guaranteed by the Constitution are respected and consequently it cannot act as a "fourth instance court" (see regarding the "fourth instance" doctrine, the cases of the Constitutional Court, KI86/11, Applicant *Milaim Berisha*, Resolution on Admissibility of 5 April 2012, paragraph 33; as well as joined cases KI73/17, KI78/17 and KI85/17, Applicants *Istref Rexhepi and 28 others*, Resolution on Admissibility, of 27 November 2017, paragraphs 46 and 47).
33. In this regard, the Court emphasizes that the interpretation of substantive and procedural law is a primary duty and falls within the jurisdiction of the regular courts (the question of legality). The role of the Constitutional Court is only to determine whether the effects of such an interpretation are in accordance with the Constitutional norms and standards.

34. In the present case, the Court notes that the Supreme Court provided clear and sufficient reasons for its findings and conclusions. Thus, the Supreme Court explained that the relevant provisions of the General Collective Agreement could not be applied in the Applicant's case, because the rectorates and dean's offices had not concluded an annex contracts with the respective trade unions of universities and faculties, regarding the payment of accompanying salaries for retirement and jubilee rewards for academic staff with the title of professor. Further, the Supreme Court states that *„...The professor is academic staff of high title on the basis of the procedures laid down in Law No. 04 - 037 on Higher Education of the Republic of Kosovo and as such, this title does not have the position of workers regulated by the Law on Labor of Kosovo. For these reasons, as well as the fact that Article 90. 5 of the Law on Labor of Kosovo stipulates that: Collective Contract shall be applicable to those employers and employees who commit themselves to the implementation of obligations deriving from such an agreement, since the latter, as in the present case, did not even sign for academic staff with the title of professor. The matter of possible disputed payments should be foreseen in the Law No. 04 - 037 on Higher Education of the Republic of Kosovo, which was not done so far.“*
35. The Court notes, therefore, that the Supreme Court has found that, in accordance with the law in force, the Applicant's allegations (concerning the payment of accompanying retirement salaries and jubilee rewards) have no legal basis.
36. The Court notes that the Applicant stated that the Supreme Court did not take into account the Collective Agreement signed by the Minister of Education and UITUK on 11 April 2014. However, the Court finds that the Applicant has not substantiated that this Collective Agreement on Pre-University Education (2014) supports his allegations and request. The Court considers that in the light of the relevant provisions of this Collective Agreement on Pre-University Education, as well as in the light of other normative acts (cited above), it cannot be proved that there have been arbitrary legal interpretations by the Supreme Court.
37. With regard to the Applicant's allegations regarding the inconsistent case law of the Supreme Court, the Court notes that the Applicant invoked Decision REV. No. 98/2017 of the Supreme Court. According to him, in this case, the Supreme Court took a different position in comparison with the present case, regarding the implementation of the General Collective Agreement. However, after analyzing the abovementioned decision, the Court notes that the circumstances and characteristics of the two cases are different. Moreover, the Court recognizes that, in the case referred to by the Applicant (namely case REV. No. 98/2017), with the decision rejecting the revision, the Supreme Court reasoned that the subject of the statement of claim did not concern the determination of existence of a permanent employment relationship, but the assessment of the legality of the notice of non-extension of employment contract, which, according to the Supreme Court was contrary to the Law on Labor.

b) Regarding the Applicant's allegation of violation of the right to property

38. The Court also refers to the Applicant's allegations of violations of the right to property guaranteed by Article 46 [Protection of Property] of the Constitution, and Article 1 of Protocol No. 1 [Protection of property] of the ECHR.
39. The Court recalls that Article 46 of the Constitution and Article 1 of Protocol No.1 of the ECHR do not guarantee the right to acquisition of property (see: *Van der Mussele v. Belgium*, paragraph 48, ECtHR Judgment of 23 November 1983, *Slivenko and others v. Lithuania*, paragraph 121, ECtHR Judgment of 9 October 2003).
40. The Applicant may allege violation of Article 1 of Protocol No.1 of the ECHR and Article 46 of the Constitution only in so far as the challenged decisions relate to his "possessions". Within the meaning of this provision "possessions" can be "existing possessions", including claims, in respect of which the applicants can argue a "legitimate expectation" that they will acquire an effective enjoyment of any property right.
41. In accordance with the case law of the ECtHR, no "legitimate expectation" can be said to arise where there is a dispute as to the correct interpretation and application of domestic law and where the Applicant's submissions are subsequently rejected by the national courts (see *Kopecký v. Slovakia*, paragraph 50 of the Judgment of the ECtHR, of 28 September 2004).
42. Accordingly, the Court finds that the Applicant did not submit any *prima facie* evidence, nor did he substantiate his allegations as to how and why the Supreme Court violated his right to property guaranteed by this provision.
43. In sum, the Court considers that the Applicant's Referral does not prove that the proceedings before the Supreme Court violated his rights guaranteed by Articles 31 and 46 of the Constitution, Article 6 and Article 1 of Protocol No. 1 of the ECHR as well as Article 10 of the UDHR.
44. Therefore, the Referral is manifestly ill-founded on constitutional basis and is to be declared inadmissible in accordance with Rule 39 paragraph (2) of the Rules of Procedure.

FOR THESE REASONS

The Constitutional Court, in accordance with Article 113.7 of the Constitution, Article 20 of the Law, and Rules 39 (2) and 59 (b) of the Rules of Procedure, on 8 October 2019, unanimously

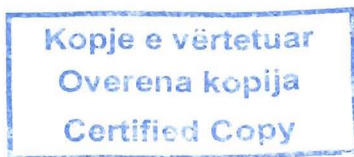
DECIDES

- I. TO DECLARE the Referral inadmissible;
- II. TO NOTIFY this Decision to the Parties;
- III. TO PUBLISH this Decision in the Official Gazette in accordance with Article 20.4 of the Law;
- IV. This Decision is effective immediately.

Judge Rapporteur

President of the Constitutional Court

Bekim Sejdiu



Arta Rama-Hajrizi

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