



REPUBLIKA E KOSOVËS - РЕПУБЛИКА КОСОВО - REPUBLIC OF KOSOVO
GJYKATA KUSHTETUESE
УСТАВНИ СУД
CONSTITUTIONAL COURT

Prishtina, on 3 December 2020
Ref.No.:RK 1648/20

This translation is unofficial and serves for informational purposes only.

RESOLUTION ON INADMISSIBILITY

in

Case no. KI32/20

Applicant

Xhevat Meha

Constitutional review of Judgment AC-I-17-0417-A0001-A0002 of the Appellate Panel of the Special Chamber of the Supreme Court of Kosovo, of 10 October 2019

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
Nexhami Rexhepi, Judge

Applicant

1. The Referral was submitted by Xhevat Meha, in the capacity of the representative of the Company for Audit, Business Consulting and Accounting “Luani” J.S.C., from the Municipality of Skenderaj (hereinafter: the Applicant).

Challenged decision

2. The Applicant challenges the constitutionality of Judgment [AC-I-17-0417-A0001-A0002] of 10 October 2019 of the Appellate Panel of the Special Chamber of the Supreme Court (hereinafter: the Appellate Panel) in conjunction with Judgment [C-III-C-17-0076] of 8 June 2017 of the Specialized Panel of the Special Chamber of the Supreme Court (hereinafter: the Specialized Panel).
3. The Judgment [AC-I-17-0417-A0001-A0002] of the Appellate Panel of 10 October 2019 was served on the Applicant on 15 October 2019.

Subject Matter

4. The subject matter is the constitutional review of the challenged Judgment, which allegedly violates the Applicant's fundamental rights and freedoms guaranteed by Article 31 [Right to Fair and Impartial Trial] of the Constitution of the Republic of Kosovo (hereinafter: Constitution).

Legal basis

5. The Referral is based on paragraphs 1 and 7 of Article 113 [Jurisdiction and Authorized Parties] and paragraph 4 of Article 21 [General Principles] of the Constitution and Articles 22 (Processing Referrals) and 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 Court

6. On 14 February 2020, the Applicant submitted the Referral to the Constitutional Court of the Republic of Kosovo (hereinafter: the Court).
7. On 19 February 2020, the President of the Court appointed Judge Gresa Caka-Nimani as Judge Rapporteur and the Review Panel composed of Judges: Arta Rama-Hajrizi (Presiding), Safet Hoxha and Remzije Istrefi-Peci.
8. On 2 March 2020, the Applicant was notified of the registration of the Referral and he was requested to submit to the Court the authorization for representation of the company "Luani" J.S.C. The Applicant did not submit the requested authorization.
9. On 19 June 2020, the Court again requested the Applicant to submit to the Court the authorization to represent the company "Luani" J.S.C.
10. On 8 July 2020, the Applicant submitted the requested authorization proving that he is the representative of the company "Luani" J.S.C.
11. On 13 July 2020, the Court (i) notified the Special Chamber of the Supreme Court (hereinafter: the SCSC) of the registration of the Referral and at the same

time requested the submission of a receipt proving the date when the Applicant received the challenged Judgment [AC-I-17-0417-A0001-A0002] of the Appellate Panel of 10 October 2019; and also (ii) requested the Applicant to submit to the Court the receipt indicating the date of receipt of the same Judgment.

12. On 16 July 2020, the SCSC submitted the receipt showing the date of receipt of the challenged Judgment by the Applicant, namely 15 October 2019. The next day, on 17 July 2020, the Applicant also submitted the requested receipt.
13. On 11 November 2020, after having considered the Report of the Judge Rapporteur, the Review Panel unanimously recommended to the Court the inadmissibility of the Referral.

Summary of facts

14. It appears from the case file that on 3 April 2004, the Applicant entered into a Contract for “*investment audit services*” (hereinafter: the Contract) with the Kosovo Trust Agency (hereinafter: KTA). The Contract stipulated, *inter alia*, that the Applicant was obliged to perform the above services in relation to the six (6) enterprises specified in the Contract.
15. On 9 February 2009, the Corporate Governance Division of the Privatization Agency of Kosovo (hereinafter: PAK), issued a reference letter for the evaluation of the work of the economic operator “Luani” J.S.C., headed by the Applicant. The above-mentioned reference letter, among others, concluded that (i) the Applicant “*has not submitted any report, but even those improvised audits and in no way according to the well-known auditing standards, he has done with an unacceptable delay under the terms of the contract*”; and (ii) that the PAK Procurement Office, “*consider this economic operator in the future more irresponsible and unserious*”, also emphasizing that the same care should be applied to the other company of the Applicant, namely the economic operator “Xhevati & Co”.
16. On 28 April 2009, the Applicant submitted a claim against the PAK in the Specialized Panel of the SCSC regarding the termination of the Contract of 3 April 2004 and the banning of the Applicant from participation in the tenders, requesting the annulment of the reference letter of 9 February 2009.
17. On 22 October 2009, the Specialized Panel by Decision [SCC-09-0062] rejected the Applicant’s claim as inadmissible, emphasizing the obligation of legal persons to be represented by a lawyer before the SCSC pursuant to paragraphs 1 and 4 of Article 24 (Representation before the Special Chamber) of Law no. 04/L-033 of the Law on the Special Chamber of the Supreme Court of Kosovo on Matters Relating to the Privatization Agency of Kosovo (hereinafter: the Law on the SCSC) and point b of paragraph 4 of Article 25 (Filing of Petitions) of Administrative Instruction no. 2008/6 Amending and Replacing UNMIK Administrative Direction no. 2006/17 on the Implementation of Regulation no. 2002/13 on the Establishment of a Special Chamber of the Supreme Court of Kosovo for Matters Related to the Kosovo

Trust Agency (hereinafter: the Administrative Instruction), a condition which was not fulfilled by the Applicant, “*despite a series of warnings*”.

18. On 4 November 2009, the Applicant submitted an appeal with the Appellate Panel against the above-mentioned Decision of the Specialized Panel, proposing that he same be remanded for retrial. The Applicant stated, inter alia, that the SCSC Order regarding the appointment of a lawyer “*was not served at the business address of the claimant/appellant where the appealed Decision was served*”.
19. On 18 December 2009, the Appellate Panel by Decision [ASC-09-0076] upheld the Decision of the Specialized Panel. The Appellate Panel, inter alia, reasoned that the Applicant had failed to submit the power of attorney for his representative in the proceedings before the Specialized Panel in violation of paragraphs 1 and 4 of Article 24 of the Law on the SCSC and point b of paragraph 4 of Article 25 of the Administrative Instruction.
20. On 27 April 2010, the Applicant again submitted a claim with the Specialized Panel, seeking (i) compensation for the damage caused by the unilateral termination of the Contract in the amount of €13,000; and (ii) compensation for lost profit in the amount of €70,000. The Applicant alleged, inter alia, that (i) his Contract was terminated unlawfully; (ii) the submission of reports was also conditional on the fulfilment of the PAK’s obligations as set out in the Contract, obligations which the PAK had not fulfilled; and (iii) the annual revenues of the respective economic operator had decreased as a result of the PAK’s actions.
21. On 20 February 2013, the Specialized Panel by Decision [SCC-10-0088] rejected as inadmissible the claim submitted by the Applicant. The Specialized Panel reasoned that the Applicant had not complied with the legal nine (9) month deadline set forth in paragraph 1 of Article 6 (Time period for submitting a claim to challenge the decisions or actions of the Agency) of the Law on SCSC and subparagraph 4 of paragraph 2 of Article 28 (Admissibility of the claim/complaint) of the Annex to the Law on the SCSC, and that consequently, the relevant claim was out of time.
22. On 19 March 2013, the Applicant submitted an appeal against the above-mentioned Decision of the Specialized Panel, alleging erroneous determination of the factual situation and erroneous application of the substantive law, including “*violation of constitutional rights*”. The Applicant alleged that the Specialized Panel “*has erroneously ascertained that his claim is out of time*”. On 4 April 2013, the PAK submitted a response to the claim, requesting the rejection of the Applicant’s appeal and the confirmation of Decision of the Specialized Panel.
23. On 23 March 2017, the Appellate Panel through Decision [AC-I-13-0030] decided that (i) the Applicant’s appeal is founded; (ii) the Decision [SCC-10-0080] of the Specialized Panel of 20 February 2013 is annulled; and (iii) remanded the claim for retrial to the relevant Specialized Panel. The Appellate Panel, inter alia, found that (i) the Applicant’s initial claim was submitted on 28 April 2009, within the legal deadline, and that it was rejected because the

Claimant had failed to appoint a lawyer before the SCSC. and consequently, the Applicant submitted a new claim, namely that of 27 April 2010; (ii) the claimant submitted the new claim only after his first claim was rejected on procedural grounds, and the same had the opportunity to submit the same claim, if the preliminary claim was not completed in regards to paragraph 2 of Article 28 of the Annex to the Law on SCSC; and (iii) “*it is clear that the Order by which the Applicant was requested to assign a for representation in the procedure, was not properly submitted and that this was an omission of the Specialized Panel*”. The Appellate Panel found that consequently, the appealed Decision of the Specialized Panel is to be annulled and the claim be remanded for retrial to the relevant Specialized Panel, for review of the merits of the claim.

24. On 8 June 2017, the Specialized Panel by Judgment [C-III-17-0076] had ruled that (i) the Applicant’s claim is partially founded; and (ii) the respondent, respectively the PAK, is obliged to pay the Applicant the amount of €8,300. The Specialized Panel, *inter alia*, reasoned that the reference letter of 9 February 2009 was not a notice of termination of the Contract and consequently, the latter was not terminated based on the provisions of the Contract.
25. On 19 and 20 July 2017, the respondent, respectively the PAK and the Applicant, submitted an appeal with the Appellate Panel against the above Judgment of the Specialized Panel. The first, namely the PAK, had alleged violations of procedural provisions, erroneous and incomplete determination of the factual situation and erroneous application of substantive law, with the proposal that the appeal be approved as grounded and that the appealed Judgment be annulled, and the case be remanded for retrial or the appealed Judgment be amended and the Applicant’s claim be rejected in its entirety as ungrounded. The PAK, *inter alia*, stated that the decision to compensate the Applicant in the amount of €8,300 is not based on the applicable law or the Contract between the parties, because the Applicant had not completed the audit reports as required under the relevant Contract. While the second party, respectively the Applicant, through his appeal, also alleged violation of procedural provisions and erroneous application of substantive law, with the proposal that the appeal be approved as grounded and the case be remanded for retrial to the Specialized Panel. The Applicant, *inter alia*, stated that the relevant court should have determined full and not partial compensation because he had complied with his contractual obligations, but the PAK had not set a priority regarding the fulfilment of its obligations, as was set out in Article 2.22 of the Special Conditions of the Contract between them, moreover, the Specialized Panel had failed to fully assess his claims for damages and lost profits.
26. On 10 October 2019, the Appellate Panel by Judgment [AC-I-17-0417-A0001-A0002] decided that (i) the Applicant and the respondent’s appeals be rejected as ungrounded; and (ii) uphold Judgment [C-III-17-0076] of the Specialized Panel of 8 June 2017. The Appellate Panel, *inter alia*, found that (i) the case file indisputably confirms the fact that the parties on 3 April 2004 established a legal-contractual relationship with rights and obligations for both parties; (ii) the reference letter of 9 February 2009 does not constitute a valid termination

of the Contract, as the parties in paragraph 2.6.1 of the General Conditions of Contract have agreed that the termination of the Contract must be done in writing; (iii) the reference letter of 9 February 2009 was merely evidence of the Applicant's performance appraisal in relation to the Applicant's obligations to carry out the audit of the undertakings referred to in the Contract and may not be considered termination of the same; (iv) the case file confirms the fact that the Applicant has partially fulfilled the Contract by submitting audit reports for four (4) enterprises; (v) the claim of the Applicant for full and partial compensation is not grounded, as it is established from the case file that the Applicant has not fulfilled the Contract as agreed with the Respondent and that he cannot be compensated for the part of the Contract that he has not fulfilled; and (vi) the reference letter of 9 February 2009 did not affect the Applicant losing any tender, and consequently did not affect the lost profit, given that the Applicant did not apply for other tenders.

Applicant's allegations

27. The Applicant alleges that the Judgment [AC-I-17-0417-A0001-A0002] of the Appellate Panel of 10 October 2019 has been rendered in violation of his fundamental rights and freedoms set forth in Article 31 [Right to Fair and Impartial Trial] of the Constitution on the grounds that "*the audit Contract was not terminated in the manner specified in the Contract itself, compensation is not judged according to the Contract*".
28. The Applicant also alleges that (i) "*the right to equality before the law or the principle of non-discrimination conditions the interpretation and application not only of the human rights law 'strictosensu', but also of international humanitarian law*"; and (ii) "*the principle of equality in the first place means that every person who appears before the court has the right not to be discriminated against even in the manner in which the law is applied on him*", raising in essence allegations related to Article 24 [Equality Before the Law] of the Constitution.
29. Finally, the Applicant requests from the Court "*fair trial and full and just implementation of legal provisions and the Constitution of Kosovo*".

Assessment of the admissibility of the Referral

30. The Court first examines whether the Referral has fulfilled the admissibility criteria, defined by the Constitution, provided by Law and further specified by the Rules of Procedure.
31. In this regard, the Court refers to paragraphs 1 and 7 of Article 113 [Jurisdiction and Authorized Parties] of the Constitution, which stipulates:
"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.”

32. The Court also refers to paragraph 4 of Article 21 [General Principles] of the Constitution, which stipulates: “*Fundamental rights and freedoms set forth in the Constitution* are also valid for legal persons to the extent applicable”.
33. In addition, the Court also examines whether the Applicant has met the admissibility criteria as set out in the Law. In this regard, the Court first refers to Articles 47 (Individual Request), 48 (Accuracy of the Referral) and 49 (Deadlines) of the Law, which stipulate:

Article 47
(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 ...”.

34. In assessing the fulfilment of the admissibility requirement as mentioned above, the Court initially notes that the Applicant has the right to submit a constitutional complaint, by calling upon alleged violations of his fundamental rights and freedoms, which apply to individuals and legal entities. (See, Court Cases KI118/18, with Applicant *Eco Construction L.L.C.*, Resolution on Inadmissibility of 10 September 2019, paragraph 29; and KI41/09, with Applicant, *AAB-RIINVEST University L.L.C.*, Resolution on Inadmissibility of 3 February 2010, paragraph 14). Consequently, the Court finds that the Applicant is an authorized party, challenging an act of public authority, namely Judgment [AC-I-17-0417-A0001-A0002] of 10 October 2019 of the Appellate Panel, after having exhausted all the legal remedies provided by law.

35. The Court also ascertains that the Applicant has clarified the rights and freedoms which he alleges to have been violated in accordance with the provisions of Article 48 of the Law and has submitted the Referral in accordance within the time limit provided in Article 49 of the Law.
36. In addition, the Court examines whether the Applicant has fulfilled the admissibility criteria set out in Rule 39 (Admissibility Criteria) of the Rules of Procedure. Rule 39 (2) of the Rules of Procedure sets out the criteria on the basis of which the Court may consider the Referral, including the criterion that the Referral is not manifestly ill-founded. Specifically, Rule 39 (2) provides that:

"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."

37. The above rule, based on the case law of the European Court of Human Rights (hereinafter: the ECtHR) and the Court, enables the latter to declare inadmissible referrals for reasons related to the merits of a case. More precisely, based on this rule, the Court may declare a referral inadmissible on the basis of and after the assessment of its merits, respectively if it considers that the content of the referral is manifestly ill-founded on constitutional grounds, as set out in paragraph (2) of Rule 39 of the Rules of Procedure.
38. Based on the case law of the ECtHR but also of the Court, a Referral may be declared inadmissible as "*manifestly ill-founded*" in its entirety or only with respect to any specific claim that a referral may contain. In this regard, it is more accurate to refer to the same as "*manifestly ill-founded claims*". The latter, based on the case law of the ECtHR, can be categorized into four distinct groups: (i) claims that qualify as claims "*of the fourth degree*"; (ii) claims categorized by "*apparent or obvious absence of violation*"; (iii) "*unsupported or unreasonable*" claims; and finally, (iv) "*confusing and vague*" claims. (See more precisely for the concept of inadmissibility on the basis of a claim assessed as "*manifestly ill-founded*", and the specifics of the above four categories of claims qualified as "*manifestly ill-founded*", ECtHR Practical Guide on Admissibility Criteria of 31 August 2019; part III. Inadmissibility based on merit; A. Manifestly ill-founded claims, paragraphs 255 to 284).
39. In this context, and in the following, in order to assess the admissibility of the Referral, respectively, in the circumstances of this case, to assess whether it is manifestly ill-founded on constitutional grounds, the Court will first recall the essence of the case contained in this Referral and the respective allegations of the Applicant, in the assessment of which, the Court will apply the standards of case law of the ECtHR, in accordance with which, according to Article 53 [Interpretation of Human Rights Provisions] of the Constitution, it is obliged to interpret the fundamental rights and freedoms guaranteed by the Constitution.
40. The Court recalls that the circumstances of the present case relate to a dispute between the Applicant and the PAK, regarding the fulfilment of obligations arising from a Contract signed in 2004. The relevant Contract was terminated

by the PAK, by a reference letter which negatively assessed the performance of the Applicant and also recommended that the PAK consider the same companies as “*irresponsible*”.

41. The Applicant submitted the first claim against the PAK in 2009. The same was rejected as inadmissible by both the Specialized and the Appellate Panel, for reasons mainly related to the non-representation of the Applicant by a lawyer before the SCSC, contrary to the provisions of the Law on the SCSC.
42. The Applicant submitted a second claim in 2010, seeking compensation for the relevant damage. This claim was initially rejected as out of time by the Specialized Panel and then remanded for retrial by the Appellate Panel. On the retrial, the Specialized Panel decided that the Applicant’s claim was partially grounded and determined the relevant compensation in the amount of €8,300. Despite the appeals of both the Applicant and the PAK, the Appellate Panel upheld the Judgment of the Specialized Panel. The latter, as explained above, the Applicant challenges before the Court alleging a violation of Article 31 of the Constitution, stating that (i) “*the audit Contract is not terminated in the manner specified in the Contract itself, compensation is not judged under the Contract*”; (ii) “*the right to equality before the law or the principle of non-discrimination conditions the interpretation and application not only of the human rights law ‘strictosensu’, but also of international humanitarian law*”; and (iii) “*the principle of equality in the first place means that every person who appears before the court has the right not to be discriminated against even in the manner in which the law is applied on him*”.
43. In the context of the Applicant’s allegations of violation of his constitutional rights and freedoms, the Court initially states that, in the circumstances of the present case, while the Applicant states that “*the audit Contract is not terminated in the manner specified in the Contract itself, compensation is not judged under the Contract*”, he does not justify before the Court how the proceedings before the regular courts have resulted in a violation of Article 31 of the Constitution. Furthermore, the Court notes that the Specialized Panel through Judgment [C-III-17-0076] of 8 June 2017, had dealt with the Applicant’s allegations, giving him a partial right and awarding him the respective compensation of €8,300.
44. More precisely, the Specialized Panel, through the above Judgment had elaborated the allegations of the Applicant regarding the termination of the Contract, concluding that it was not terminated based on the relevant provisions of the Contract between the parties and had determined the relevant compensation. The same findings were confirmed through the Judgment [AC-I-17-0417-A0001-A0002] of the Appellate Panel. The Appellate Panel, in this context, regarding the manner of termination of the Contract and the disputed amount of the respective compensation, had reasoned as follows:

“The Appellate Panel considers that the Specialized Panel came to a fair and law-based conclusion when it partially approved the claimant’s claim. The case file confirms the fact that the parties have established a legal relationship-contract, mutual between them, dated 03 April 2004, on the basis of which they have created rights and obligations. The contract was

initially valid and created legal effects for both parties. This fact for the Appellate Panel is indisputable. The Appellate Panel also agrees with the finding of the Specialized Panel that the letter dated 09 February 2009 does not constitute a valid termination of the Contract, as the parties had agreed in paragraph 2.6.1 of the General Conditions of Contract, that the termination of the Contract must be done in writing. The letter dated 09 February 2009 is a reference as evidence on the evaluation of the work of the economic operator "Luani" J.S.C., regarding the obligations that the operator has undertaken to perform the audit of the enterprises mentioned in the Contract and cannot be considered as termination of the Contract.

With regard to the claimant representative's appellate claim that he considers completely unconvincing the court's approach as to the claimant's possible lost profit, the Appellate Panel finds the same allegation ungrounded and agrees with the conclusion of the Specialized Panel regarding this part of the claim. The claimant has not grounded such a request, due to the fact that he did not make any bid according to the announcement of the PAK, to win the alleged contracts and thus could not enter and had no contractual or even pre-contractual relationship with the respondent. The Appellate Panel cannot assume that the reference has influenced the non-winning of the tender by the operator, as long as the operator has not applied in tenders. Also, it cannot be assumed that the operator would have won the tender if there was no contested "reference", as long as it is not known how much it would have offered in the bid and whether it would have been the winning bid. The Appellate Panel considers that the operator should apply in the alleged tenders, use the right to appeal against the decision which could be issued against him and only then could express the right of the dissatisfied operator to submit claims regarding lost profit and proving the fact that the "reference" was an essential element, why the claimant did not win the tender".

45. Consequently, based on the allegations of the Applicant and the facts presented by him as well as the explanations given by the relevant decisions of the regular courts, the Court notes that the Applicant has not reasoned or argued before it how the procedures followed and the findings of regular courts, may have resulted in a violation of Article 31 of the Constitution. Furthermore, while the Applicant also alleges that he has been discriminated against during the proceedings in the regular courts, thus raising allegations which in essence relate to a violation of Article 24 of the Constitution, he in no way justifies before the Court how the proceedings before the regular courts have resulted in his discrimination.
46. The Court recalls that it already has a very consolidated practice through which it has consistently emphasized that merely mentioning an article of the Constitution, without clear and adequate reasoning as to how that right has been violated, is not enough as argument to activate the protection machinery provided by the Constitution and the Court, as an institution that takes care of the respect of human rights and freedoms. See, in this context, the Court Cases K102/18, Applicant *Government of the Republic of Kosovo [Ministry of Environment and Spatial Planning]*, Resolution on Inadmissibility, of 20 June

2019, paragraph 36; and KI95/19, Applicant *Ruzhdi Bejta*, Resolution on Inadmissibility of 8 October 2019, paragraphs 30-31; see also ECtHR Guideline of 30 April 2019 on Admissibility Criteria; part I. Inadmissibility based on merit; A. Manifestly ill-founded Claims; 4. Unjustified Complaints: lack of evidence, paragraphs 280 to 283).

47. In the circumstances of the present case, the Applicant beyond the reference to Article 31 of the Constitution, has not clearly and adequately reasoned how this Article may have been violated through the challenged Judgment. Therefore, the Court considers that the Applicant's allegations of violation of Article 31 of the Constitution fall into the category of "*unsupported or unreasonable*" allegations. In the context of this category of allegations, the Court, based on paragraphs (1) (d) and (2) of Rule 39 of its Rules of Procedure and its case law, has consistently emphasized that (i) the parties have an obligation to clarify accurately and adequately present facts and allegations; and also (ii) to prove and sufficiently substantiate their allegations of violation of constitutional rights or provisions.
48. In these circumstances, based on the above and taking into account the allegations raised by the Applicant and the facts presented by him, the Court notes that his allegations constitute "*unsubstantiated or unreasonable claims*", and as such, they are manifestly ill-founded on constitutional grounds, as defined through paragraph (2) of Rule 39 of the Rules of Procedure.
49. The Court, finally, also notes that the Applicant's dissatisfaction with the outcome of the proceedings by the regular courts cannot in itself raise a substantiated allegation of a violation of the fundamental rights and freedoms guaranteed by the Constitution. (See the ECtHR Case *Mezotur-Tiszazugi Tarsulat v. Hungary*, Judgment of 26 July 2005, paragraph 21).
50. Consequently, the Court finds that the Referral is manifestly ill-founded on constitutional grounds and is declared inadmissible, pursuant to paragraph 7 of Article 113 of the Constitution and Rule 39 (2) of the Rules of Procedure.

FOR THESE REASONS

The Constitutional Court, pursuant to Article 113. 7 and Article 21.4 of the Constitution, Article 47 of the Law and Rules 39 (2) and 59 (2) of the Rules of Procedure, on 11 November 2020, unanimously:

DECIDES:

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

Judge Rapporteur

Gresa Caka-Nimani

President of the Constitutional Court

Arta Rama-Hajrizi



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