

## HUMAN RIGHTS COMMITTEE

### Hankala v. Finland

Communication N° 850/1999\*

25 March 1999

CCPR/C/65/D/850/1999

### ADMISSIBILITY

*Submitted by: E. V. Hankala*

*Victim: The author*

*State party: Finland*

The Human Rights Committee, established under article 28 of the International Covenant on Civil and Political Rights,

Meeting on 25 March 1999

Adopts the following:

#### **Decision on admissibility**

1. The author of the communication is Mr E.V. Hankala, a Finnish citizen who claims to be a victim of a violation by Finland of the International Covenant on Civil and Political Rights. No articles are directly invoked. The facts would appear to raise issues under articles 14 and 26 of the Covenant. He claims to be represented by counsel, Mr Vesa Pajunen although no submissions have ever been received from counsel.

Facts as submitted by the author:

2.1 In 1985, a company called M.P.M. Tuote Oy was registered in the commercial register; it absorbed two companies that had gone bankrupt. The founder of the new company was Mr. Hankala, who was also the former director of the two bankrupt companies (Laasti Oy and Puutavraliike A.T. Siren). The new company had three share holders. All shareholders, including Mr. Lehto and Mr. Hankala, signed and deposited bearer bonds with the Union Bank of Finland, as a guarantee for loans received from the Bank.

2.2 During the summer of 1985, the Bank sold the properties and used the proceeds to cancel the two original companies debts. Mr. Lehto filed a claim with the District Court of Pirkkala, alleging that he had been misled by the Bank. On 22 September 1989, the Pirkkala District Court decided that when authorizing the credits to Mauno Lehto and Erkki-Veikko Hankala, the Union Bank of Finland had misled them, and that consequently the Bank was under the obligation to return the real estate bearer certificates he had given the Bank as guarantee to Mauno Lehto.

2.3 The Union Bank of Finland appealed the decision to the Turku Court of Appeal, which upheld the decision of the Pirkkala District Court. The Court of Appeal's judgment, handed down on 11 January 1991, was final.

2.4 On 12 March 1990 the Tampere City Court adopted a decision which dismissed the author's claim, although allegedly identical to that of Mauno Lehto, who had been successful in the Pirkkala District Court.

2.5 On 23 August 1991, the Turku Court of Appeal held that the Union Bank of Finland was obliged to return half of the price received from the sale of the property (shares in a housing company) which had been given as guarantee by the author (without the consent of its owner, the author's father). The author filed a petition for leave to appeal with the Supreme Court, which was dismissed on 27 February 1992.

2.6 After the Supreme Court's judgment, the author wrote several letters to the Office of the Chancellor of Justice who did not reply. The author claims that he received misleading information by telephone. He was allegedly informed by the Office of the Chancellor of Justice that the statute of limitation for review by the Supreme Court of its decisions was five years, instead of one year. He claims that this misinformation denied him legal protection in violation of his Covenant rights. He submitted two claims for review of the Supreme Court's judgement, on 12 May 1993 and on 10 March 1994, but both were dismissed. The author also submitted his claim to the Parliamentary Ombudsman, who on 25 November 1994 informed him that procedural errors did not fall within his competence.

2.7 On 2 March 1995, the European Commission of Human Rights, declared the author's case inadmissible on the basis of the six month rule.

2.8 He states that all domestic remedies have been exhausted.

#### The Complaint:

3. The author contends that the facts as described above constitute a violation of the Covenant, without invoking any specific articles of the Covenant.

#### Issues and proceedings before the Committee:

4.1 Before considering any claims contained in a communication, the Human Rights Committee must, in accordance with rule 87 of its rules of procedure, decide whether or not

it is admissible under the Optional Protocol to the Covenant.

4.2 The Committee considers that the author's allegations of discrimination and denial of his rights to access, on general terms of equality, to a fair hearing in his country have not been substantiated for the purposes of admissibility: the allegations and information before the Committee do not reveal how the author's rights under the Covenant might have been violated. Accordingly, the communication is inadmissible under article 2 of the Optional Protocol.

5. The Human Rights Committee therefore decides:

(a) that the communication is inadmissible under article 2 of the Optional Protocol;

(b) that this decision shall be communicated to the author and, for information, to the State party.

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\*The following members of the Committee participated in the examination of the communication: Mr. Abdelfattah Amor, Mr. Nisuke Ando, Mr. Prafullachandra N. Bhagwati, Mr. T. Buergenthal, Lord Colville, Ms. Elizabeth Evatt, Mr. Eckart Klein, Mr. David Kretzmer, Mr. Fausto Pocar, Mr. Martin Scheinin, Mr. Hipólito Solari Yrigoyen, Mr. Roman Wieruszewski, Mr. Maxwell Yalden and Mr. Abdallah Zakhia.

[Adopted in English, French and Spanish, the English text being the original version. Subsequently to be issued in Arabic, Chinese and Russian as part of the Committee's annual report to the General Assembly.]