



EUROPEAN COURT OF HUMAN RIGHTS
COUR EUROPÉENNE DES DROITS DE L'HOMME

THIRD SECTION

CASE OF ADNAND KOSOVA v. ALBANIA

(Application no. 7192/21)

JUDGMENT

STRASBOURG

6 October 2026

This judgment is final but it may be subject to editorial revision.

In the case of Adnand Kosova v. Albania,

The European Court of Human Rights (Third Section), sitting as a Committee composed of:

Diana Kovatcheva, *President*,

Darian Pavli,

Vasilka Sancin, *judges*,

and Olga Chernishova, *Deputy Section Registrar*,

Having regard to:

the application (no. 7192/21) against the Republic of Albania lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) on 28 January 2021 by an Albanian national, Mr Adnand Kosova (“the applicant”), who was born in 1964 and lives in Tirana, and who was represented by Mr L. Bianku, a lawyer practising in Strasbourg;

the decision to give notice of the complaint concerning the applicant’s dismissal to the Albanian Government (“the Government”), represented by Mr O. Moçka, General State Advocate, and to declare the remainder of the application inadmissible;

the parties’ observations;

Having deliberated in private on 15 September 2026,

Delivers the following judgment, which was adopted on that date:

SUBJECT MATTER OF THE CASE

1. The case concerns the transitional vetting of the applicant by the Independent Qualification Commission (“the IQC”) and the Special Appeal Chamber (“the SAC”; for a description of the vetting process see *Xhoxhaj v. Albania*, no. 15227/19, 9 February 2021).

2. The applicant had been a prosecutor since 1986 and had been working at the Prosecutor General’s Office in Tirana since 1998.

3. The applicant made a declaration of his assets as part of the vetting process on 27 January 2017. He declared assets including a 98 sq. m flat in Tirana, which was his family’s place of residence; a 2003 Toyota RAV 4 car, purchased in 2008 for 11,000 euros; and savings of 1,100,000 Albanian leks (ALL) in cash. In his declaration the applicant said that he had paid a construction company the equivalent of 19,600 US dollars for the flat in 1998 and that that sum had been made up of the proceeds of the sale of his flat in Korça for ALL 2,500,000 and savings.

4. A contract dated 10 June 2002 showed that the applicant had sold his flat in Korça (which he had acquired through privatisation) for ALL 1,000,000 to Mr E.K.

5. In March 2004 the applicant submitted an asset declaration for 2003, which he had to do as a public servant under the 2003 Asset Disclosure Act. In this declaration he said that he had purchased the flat in Tirana for

ALL 2,600,000, which came from the sale of his flat in Korça for ALL 2,500,000 and savings.

6. In order to explain the inconsistency between what the 2002 sale contract and the 2003 asset declaration (and the vetting declaration) said about the sum received from the sale of his flat in Korça, the applicant told the IQC that in February 1998 E.K. had paid him ALL 1,500,000 as a deposit for the purchase of the flat in Korça. That deposit was the main source of the applicant's first instalment of ALL 1,900,000 on the flat in Tirana, which he had paid in the same month. In March 2000 he had paid the remaining amount for the purchase of the flat in Tirana. The payment of the deposit had been confirmed by a handwritten note, which he no longer had. The deposit had not been mentioned in the 2002 sale contract on the advice of a notary, for tax reasons. The real price of the flat in Korça was ALL 2,500,000, as he had said in his 2003 asset declaration. In support of his statement the applicant submitted a statement made on 20 August 2018 before a notary by Mr E.K. The applicant argued that no tax had been due on the deposit received in 1998 according to the legislation then in force. Nor had the law required the deposit to be confirmed in writing.

7. The IQC accepted the applicant's explanations. It stated that the tax legislation had not required him to pay tax on the deposit he had received in 1998, and that data obtained from the Korça land registration authority supported his claim about the real price of the flat in Korça. The IQC considered that the applicant should have referred to the 1998 down payment in the 2002 sale contract. However, he had declared his assets properly and consistently in his annual asset declarations over the years and in his vetting declaration and had given a convincing explanation of the lawful origin of his assets. It would be disproportionate to consider that the inaccuracy in the 2002 sale contract was serious enough to affect the overall assessment of the applicant's property and undermine the image of a prosecutor or the public trust in the justice system.

8. On 20 December 2018 the IQC confirmed the applicant in office on the basis of the assessment of the three vetting criteria. The International Observer of the International Monitoring Operation issued a dissenting opinion.

9. On 13 February 2019 the Public Commissioner lodged an appeal based on the International Observer's recommendation, arguing that the applicant had failed to prove the legal origin of the ALL 1,500,000 he had paid towards the purchase of the flat in Tirana in 1998. The receipt of this amount from E.K. in 1998 had not been proven. The failure to declare that sum as part of the price of the flat in the 2002 sale contract had led to tax evasion.

10. On 28 January 2020 the applicant paid ALL 24,260 in tax which would have been due in 2002 on the sale of his flat in Korça had its price been stated to be ALL 2,500,000 – and not ALL 1,000,000 – in the sale contract.

11. The applicant's submissions to the SAC were similar to those he had made to the IQC (see paragraph 6 above). He also stated that it could easily be ascertained that the price stated in the 2002 sale contract was significantly below the real market value of the flat – ALL 2,500,000 – and that this was supported by the data provided by the Korça land registration authority (see paragraph 7 above). There had been no tax evasion. The notary had advised that the deposit received in 1998 was not part of his 2002 income for tax purposes; it was therefore not included in the price stated in the 2002 sale contract, on which tax was payable. Nor was it taxable as part of his 1998 income according to the legislation then in force. In any event, the amount was negligible and it had now been paid.

12. After a public hearing in the presence of the applicant and his lawyer, on 13 March 2020 the SAC, by three votes to two, reversed the IQC's decision and dismissed the applicant from office pursuant to section 61(3) of the Vetting Act, as a result of the assessment of the assets component.

13. The SAC stated that the applicant's 2003 asset declaration was inconsistent with the 2002 sale contract, which was the only indisputable official legal document showing how much he had received from the sale of the flat in Korça. As there was no reference to the 1998 deposit in that contract and nor was there a separate written agreement concerning the deposit when it was made in 1998, the 2003 declaration, the vetting declaration and the statement made by E.K. after the vetting declaration all had low probative value. While domestic civil law did not require a deposit agreement to be made in writing, legal documents were of crucial importance to the assessment of assets in the vetting process. There were no bank transfer or other official documents to prove the payment of the deposit in 1998 or the claimed ALL 2,500,000 price of the Korça flat. The applicant's explanations concerning the tax reasons for not showing the deposit in the 2002 contract were not convincing. Paying the tax after making his vetting declaration did not cure the problem and did not release him of legal liability. In conclusion, the applicant had failed to prove – with the support of legal documents – the receipt of ALL 1,500,000 from E.K. in 1998 and, therefore, the lawful origin of the payment he had made in 1998 for the purchase of his flat in Tirana.

14. As the IQC's findings concerning the other two vetting criteria were not appealed against, the SAC did not review them.

15. The two dissenting SAC judges stated that in domestic civil law a deposit agreement was not required to be in writing and that its purpose was to guarantee the conclusion of a sale contract at a later date. The applicant had declared his assets under the 2003 Asset Disclosure Act in his initial asset declaration for 2003. Since there was no written deposit agreement, his statement that he had sold his Korça flat for a total of ALL 2,500,000 was an important piece of evidence. It was consistent with the applicant's vetting declaration, his submissions during the vetting process and real property prices in Korça at the relevant time, according to the information provided by

the local land registration office and the average construction costs published by the National Housing Authority. Since a deposit agreement could be made in any form, including orally, the witness statement by the other party to the contract, Mr E.K., was credible evidence in support of the applicant's claims. The applicant's explanation as to why the 2002 contract only gave the part of the price paid at the time of its conclusion was plausible, given the confusion and ambiguity of the tax legislation at the time. Having considered all the evidence in its entirety, the two dissenting SAC judges found that there were no reasons to overturn the IQC's decision.

16. On 29 July 2020 the SAC's reasoned judgment was served on the applicant.

THE COURT'S ASSESSMENT

ALLEGED VIOLATION OF ARTICLE 8 OF THE CONVENTION

17. The applicant was dismissed from his position as a prosecutor on a career track, which meant that he lost his position within the justice system and his income with immediate effect. That undoubtedly had serious consequences for his well-being and that of his family members, and affected his private life to a very significant degree. Article 8 therefore applies (see *Nikëhasani v. Albania*, no. 58997/18, § 86, 13 December 2022, with further references).

18. The Court notes that this complaint is not manifestly ill-founded within the meaning of Article 35 § 3 (a) of the Convention or inadmissible on any other grounds. It must therefore be declared admissible.

19. The Court finds that there has been an interference with the applicant's right to respect for his private life which was in accordance with the law and in the interests of national security, public safety and the protection of the rights and freedoms of others (see *Xhoxhaj*, cited above, §§ 377-78, 384-88 and 391-93).

20. It remains to be examined whether the interference was "necessary in a democratic society", notably whether it answered a "pressing social need" and, in particular, whether it was proportionate to the legitimate aims pursued and whether the reasons given by the national authorities to justify it were "relevant and sufficient". The relevant general principles have been summarised in *Xhoxhaj* (cited above, §§ 402-03) and *Sevdari v. Albania* (no. 40662/19, §§ 83-86, 13 December 2022).

21. The Court has already held that the reform of the Albanian justice system entailing the extraordinary vetting of all serving judges and prosecutors responded to a "pressing social need" (see *Xhoxhaj*, cited above, § 404).

22. After 14 years' working as a prosecutor, the applicant, together with his wife, had acquired a flat in Tirana measuring 98 sq. m, which was the

family's place of residence and their major asset. The family had one car and moderate savings. All the applicant's assets were declared.

23. The only issue for the entire assessment period concerned the sale value of the applicant's flat in Korça (acquired through privatisation), the proceeds of which had been the main source of funds for the purchase of the flat in Tirana.

24. The SAC adopted a rather formalistic approach, treating the sale contract, which did not mention the claimed deposit, as the only reliable evidence. It dismissed the applicant's original 2003 asset declaration under the 2003 Asset Disclosure Act (see *Xhoxhaj*, cited above, §§ 201-05), which was consistent with his vetting declaration. It disregarded the fact that under domestic law a deposit agreement did not have to be in writing. More significantly, the majority of the SAC disregarded the key fact that the applicant's claim was supported by the market prices of real property in Korça at the relevant time, failing to explain why the applicant would have sold the flat for an amount significantly below its market value. The majority dismissed the possibility that the payment of the deposit had been left off the sale contract because of the way the tax regulations were understood at the time, without clarifying the relevant tax issues and without having regard to the small amount of the tax involved. It simply pointed out that the applicant had failed to produce a written deposit agreement or bank transfer document, and found against him because he could not produce a legal document confirming what he had said, despite the fact that the transaction had occurred during a transitional period of great informality and instability in the national economy.

25. The SAC had therefore reached its conclusion almost entirely on the basis of one piece of documentary evidence, without weighing it up against other relevant evidence. The SAC's finding led to a negative assessment of the assets component which constituted the sole reason for the applicant's dismissal. The applicant satisfied the vetting criteria for integrity and professional competence (see paragraphs 8 and 14 above).

26. The facts examined by the SAC had taken place some 20 years earlier, before the passing of the 2003 Asset Disclosure Act, which presented the applicant with a further significant challenge in reconstructing the documentary evidence requested by the national authorities (*Xhoxhaj*, cited above, § 399 *in fine*).

27. In view of the foregoing, the Court considers, on the basis of an overall assessment of the particular circumstances of the case, that the national authorities failed to give "relevant and sufficient" reasons to justify the interference with the applicant's right to respect for his private life and that the applicant's dismissal was disproportionate to the legitimate aims pursued by the vetting process (compare with *Sevdari*, cited above, § 96).

28. There has accordingly been a violation of Article 8 of the Convention.

APPLICATION OF ARTICLES 41 AND 46 OF THE CONVENTION

29. The applicant claimed as compensation for pecuniary damage a sum corresponding to the loss of his salary as a prosecutor during the period from his dismissal until his reinstatement, namely his gross monthly salary of ALL 314,500. At the date of his submissions to the Court, the claim amounted to ALL 22,015,000. In case he was not reinstated, he had claimed an amount corresponding to the salary he would have earned up to his retirement age and an amount corresponding to his retirement pension on the basis of an average life expectancy. He further claimed that this amount should be adjusted for inflation, and that interest and tax should be added. The applicant also claimed an amount which he left to the discretion of the Court in respect of non-pecuniary damage and ALL 1,000,000 in respect of legal costs incurred before the Court.

30. The Government contested the claims.

31. The Court observes that the applicant did not substantiate the pecuniary damage alleged by providing the relevant documentary evidence; it therefore rejects this claim.

32. The Court awards the applicant EUR 6,000 in respect of non-pecuniary damage, plus any tax that may be chargeable.

33. Having regard to the documents in its possession, the Court considers it reasonable to award EUR 5,000 covering costs for the proceedings before the Court, plus any tax that may be chargeable to the applicant.

34. The applicant also submitted that the respondent State should be ordered to ensure his reinstatement as prosecutor or, alternatively, to reopen the domestic proceedings.

35. The Government disagreed.

36. The Court has found a breach of Article 8 because the applicant's dismissal was not shown to be proportionate to the legitimate aims pursued. In a similar context, the Court has indicated that the reopening of vetting proceedings would be appropriate (see *Sevdari*, cited above, §§ 144-45, and Resolution CM/ResDH(2024)212). Both vetting bodies have already concluded their respective mandates. Article 179/b § 8 of the Constitution of Albania regulates the handling of proceedings that remain pending or are unresolved after the termination of those mandates. Should the applicant so request, it would be appropriate to reopen the vetting proceedings and to re-examine the case in line with the requirements of Article 8 as set out in this judgment.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Declares* the complaint concerning the applicant's dismissal admissible;

2. *Holds* that there has been a violation of Article 8 of the Convention;
3. *Holds*
 - (a) that the respondent State is to pay the applicant, within three months, the following amounts, to be converted into the currency of the respondent State at the rate applicable at the date of settlement:
 - (i) EUR 6,000 (six thousand euros), plus any tax that may be chargeable, in respect of non-pecuniary damage;
 - (ii) EUR 5,000 (five thousand euros), plus any tax that may be chargeable to the applicant, in respect of costs and expenses;
 - (b) that from the expiry of the above-mentioned three months until settlement simple interest shall be payable on the above amounts at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points;
4. *Dismisses* the remainder of the applicant's claim for just satisfaction.

Done in English, and notified in writing on 6 October 2026, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Olga Chernishova
Deputy Registrar

Diana Kovatcheva
President