Majority owner of *ATP Vojvodina* Ilija Dević submitted a lawsuit to the Court of Human Rights in Strasbourg.

The Protect the Officials who Drove the Company into Bankruptcy

According to the judgement by which the contract between ATP Vojvodina and the City of Novi Sad was null and void, the Court expressed their concern that the Public City Transport Company could not be able to provide the services in intercity and international transport, although the company has never been registered for that activity.

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Belgrade - Ilija Dević, majority owner of *ATP Vojvodina,* submitted a lawsuit to the Court of Human Rights in Strasbourg because he cannot solve through Serbian judicial system the problem caused by the fact that the City of Novi Sad did not comply with its part of the contract based on which his company built the bus station in that city.

The European Commission officials, almost always when meeting Serbian authorities, remind them that the economic system of Serbia must solve the problem of mismanagement of the contract, obviously referring to the fact that this case which the Resolution of European Commission from 1912 put among the top ones among 24 compromised privatizations, is the only one in which the investor is the one suffering the damage. According to the information *Danas* has learned, the European Commission has even formed a special work group which, within the body founded to follow solving of the compromised privatizations, has the task to exclusively deal with the case of *ATP Vojvodina*.

However, the judicial system of Serbia *“has found”* the way to solve the problem by proclaiming *“the problematic”* contract – null and void. The judge who made the decision in 1213 within the period of only 24 days, working in his free time and during his annual vacation, was retired immediately after the decision making. The Anti-Corruption Commission tried to get the argumentation for the decision, but there was no reply.

The consequences of the decision are becoming obvious these days because, soon after the decision making, the Public City Transport Company in Novi Sad filed a lawsuit against its founder-the City, claiming that the contract with *ATP Vojvodina* inflicted damage on the company. The Commercial Court from Novi Sad dismissed the lawsuit, but their decision was changed by the Commercial Court of Appeal which in the process of the decision making referred to the judgement brought by the Supreme Court of Cassation. According to the decision, the City of Novi Sad will have to pay the court costs in the amount of 1.8 million dinars to the company whose founder is the City.

- This is continuation of synchronized political pressure on judiciary in case of *ATP Vojvodina* and the way to mutually protect all the actors who have caused the problem- from the City leaders and officials who did not redirect the traffic in accordance with the City’s obligation so that the newly built facility could start working instead of going into, to the top of Novi Sad police and prosecution, who have constantly been turning the investigation to opposite direction by engaging the experts with false university diplomas who they can put pressure on – Dević says.

He is reminding us that the contract between the City of Novi Sad and *ATP Vojvodina* was signed ten years ago and that it has been considered by several courts since 2008 – three times by the Commercial Court in Novi Sad, three times by Commercial Court of Appeal in Belgrade, and then by the Higher Court in Novi Sad. All of them have to take care about possible null and void of the contract ex officio, but not even one of them has determined that.

- In its controversial judgement which proclaimed the contract null and void, the Supreme Court of Cassation claimed that I as an investor was enabled to have the monopoly position, that the contract was contrary to the compulsory regulations, laws, decisions made by the City, legal order and good customs. However, not even an evidence for the claims was given. That court ignored the fact that the Public City Transport Company Novi Sad and the old bus station do not and are not able to meet the law regulations for functioning of the intercity and international bus transport, i.e. the fact that they do not work in accordance with the law. They are not even registered for that kind of activity– Dević explains.

He adds that the text of the contract with *ATP Vojvodina* was first of all adopted at the session of the City of Novi Sad Assembly, when its validity was analyzed and all that after providing opinions of the City public companies and the City attorneys.

- The City was authorized to conclude the contract as well as to fulfill its obligations. Namely, according to the Article 14 on road transport, the local government defines the bus stations and locations to be used for transport of passengers, and the only obligation the City had was to relocate the main intercity and international bus station in the way it was projected by the General Urban Plan – Dević stresses up.

He especially points to the level of being unfounded the concerns of the Supreme Court of Cassation "because of the illegal attempt of the parties to change the activities of the City Utility Company without the prescribed procedure".

- This part is totally unclear and incorrect, because the activities of the Public Utility Company station referred to the City and suburban transport, while the new *ATP Vojvodina* bus station was intended for the intercity and international transport. This means that, in case the city company started providing the intercity and international bus transport and services, the City would have to change the Foundation Act. The Supreme Court of Cassation concluded that the City Public Transport Company would have been deprived of providing the station services, but the court did not analyse the fact that this company would not have been deprived of providing the station services to the city and suburban bus transport. The company has never been registered for the international and intercity transport, and that has been confirmed by the Ministry in charge of transport – he says and adds that there is a special problem which has been created, because the decision made by the Supreme Court of cassation has been followed by other courts under political pressure, and the aim of that is to stop the damage compensation demands against the City of Novi Sad.

Monopoly

It has been stated in the judgement brought by the Supreme Court of Cassation by which the contract between *ATP Vojvodina* and the City of Novi Sad has been declared null and void that there is danger of monopoly which would have been created if the contract had been fulfilled. However, although the law regulating this matter was in force in time of the contract concluding, possible presence of monopoly in this case was neither considered nor defined by the competent Commission for the Competition Protection. The Commission even could not do that, because bus stations do not fall into category of utility services since almost all of them have been privatized, including the biggest one - *Belgrade BAS*. Besides, there are no conditions for misuse of monopoly in them because the prices of the services are determined by the Serbian Chamber of Commerce on the basis of the facility categorization.

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Privatization

Selling of *ATP Vojvodina* was considered a successful privatization, because Dević managed to fulfill the investment obligations even during the first year, and immediately after that he expended the activities – he leased 30 new buses, introduced new intercity and international routes, became authorized representative of *Setra* and *Mercedes*, employed another 200 workers… The following step was building of the bus station and the authorized service for *Setra* and *Mercedes* buses in the first phase, and it was planned to build a business trade center with a hotel in the second phase. More than 1,000 workers could have been employed there. *ATP Vojvodina* did not receive the state subsidies for any of its investments – the subsidies are generally being profusely given to foreign investors. Instead, the City did not fulfill its part of the contract, neither bus station nor service could start to work and, under burden of the credit installments, the company went into bankruptcy and the company’s 500 workers were put on the list of the unemployed.