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BUDAPEST REGIONAL COURT

## Budapest Regional Court

**Case number: 104.K.707.232/2020/16.**

**Applicant:** Klubrádió Szolgáltató Zártkörűen Működő Részvénytársaság (1037 Budapest, Bokor utca 1-3-5.)

**Representative of Applicant:**

**Respondent:** Media Council of the National Media and Infocommunications Authority (1088 Budapest, Reviczky utca 5.)

**Representative of Respondent:**

**Subject matter of legal action:** review of the lawfulness of the resolution no. **830/2020 (IX.8.)** adopted as an administrative legal action in the media case

### R U L I N G :

The Court rejects the legal action.

The Court obliges the Applicant to pay the Respondent HUF 200,000 (two hundred thousand Hungarian forints) for its legal costs within 15 days.

The Court obliges the Applicant to pay a procedural duty of HUF 36,000 (thirty-six thousand Hungarian forints) to the state, the Applicant will be called upon to do so in a separate notice.

An appeal may be lodged against this ruling within 15 days of receipt, addressed to the Curia, indicating the referenced law precisely, but submitted

electronically by the legal representative to the Budapest Regional Court. In appeal proceedings against the ruling at the Curia, legal representation is mandatory. The party submitting the appeal may request a hearing in the appeal and in the appeal defence. If the party lodging the appeal fails to meet the deadline, no application for continuation shall be accepted. Failure to precisely indicate the legal violation, and to reference the law thus violated precisely, and failure to refer to the legal deviation of this ruling from a published Curia resolution shall have the legal consequence of the appeal being rejected without a call to provide the missing information.

### R e a s o n i n g

#### Facts of the case underlying the legal action

[1] On 13 February 2014 the Applicant concluded a public contract with the Respondent for the community use of the media service licence of Budapest 92.9 MHz. Pursuant to Section 2.2, the contract granted the media service licence for a term of up to 7 years counting from 14 February 2014, i.e. ending on 14 February 2021 at latest. Pursuant to Section 48 (5), effective from 1 August 2019 of Act CLXXXV of 2010 on Media Services and on the Mass Media (hereinafter referred to

as Media Services and Mass Media Act), the Claimant requested the renewal of its media service licence on 8 November 2019.

- [2] In accordance with the request, the Respondent examined the possibility of renewing the media service licence, starting with the existence of objective grounds for exclusion set forth in Section 48 (7) of the Media Services and Mass Media Act. In its resolution no 830/2020. (IX. 8.) of 8 September 2020, it established that the renewal was requested within the statutory deadline, and that there were no grounds for exclusion against the Applicant under Section 48 (7) b) of the Media Services and Mass Media Act. When examining the grounds for exclusion under Section (48) (7) a) of the Media Services and Mass Media Act, it took into consideration the final decisions establishing the violation of the provisions of the Media Services and Mass Media Act, issued until 8 September 2020 during the term of the contract. From among the decisions establishing this infringement, in its resolution no. 1224/2017 (XI. 14.) the Respondent established that over the period between 27 March 2017 and 3 May 2017 the Applicant violated its monthly data reporting obligation with respect to the programme quotas as per Section 22 (8) of the Media Services and Mass Media Act, which qualified as a repeated legal violation as per Section 187 (4) of the Media Services and Mass Media Act, because the Applicant had violated the same obligation within the previous 365 days, as established in the final resolution no. 354/2017 (IV. 9.), resulting in a severe violation of law. The Applicant did not lodge an appeal against the resolution no. 1224/2017 (XI. 14.), and it became final upon receipt, on 8 December 2017.
- [3] The Respondent declared that, pursuant to Section 48 (7) a) of the Media Services and Mass Media Act, there were objective grounds for exclusion against the Applicant, ruling out the renewal of its media service licence, taking into account that the final resolution no 1224/2017 (XI. 14.) had established the repeated violation of the provision set forth in Section 22 (8) of the Media Services and Mass Media Act. Considering that there were objective grounds for exclusion, the media service licence could not be renewed, consequently, the contractual intentions cannot be examined. Based on the above, in its resolution the Respondent decided not to renew the Applicant's radio media service licence for community use.

### **The legal action and the defence**

- [4] The Applicant filed a legal action against the Respondent's resolution, requesting that it be annulled, and, in order to enforce its right to effective legal remedy as set forth in Article 47 the Charter of Fundamental Rights of the European Union, the Respondent be ordered to conduct a new procedure within 8 days, given that its media service licence would expire on 14 February 2021.
- [5] In the Applicant's position, the Respondent applied Section 48 (7) a) of the Media Services and Mass Media Act incorrectly and unlawfully.
- [6] It pointed out that at the time when the resolution no. 1224/2017 (XI. 14.), and the previous resolution no. 354/2017 (IV. 19.), were adopted, the provision in Section 22 (8) of the Media Services and Mass Media Act was different than at the time when the resolution constituting the subject matter of this legal action was adopted. In the Applicant's case it was only late meeting the data reporting obligation, it did not fail to meet the said obligation, since the law did not specify an exact deadline to comply with. It did not dispute the late performance of the obligation per se, it did meet its obligations, this is why it did not lodge an appeal against the resolutions establishing the delays. In this legal action the legal consequences seemingly set forth in Section 48 (7) of the Media Services and Mass Media Act are not applicable on grounds of late performance; in the case of a legal requirement that contains no specific deadline, being late in meeting an obligation may not be construed as an infringement of the requirement, if the obligation itself was duly met.
- [7] It disputed that facts under the Section 48 (7) (a) of the Media Services and Mass Media Act

occurred in this case. When interpreting Section 48 (7) a) of the Media Services and Mass Media Act, the provisions under Sections 4, 5, and 185 (1) and (2) of the Media Services and Mass Media Act must necessarily be applied, which require that, the authority shall proceed following the principle of equal treatment, taking into due consideration the principle of a proportional and gradual approach when applying legal consequences; it shall apply the principle of proportionality depending on the severity of the infringement, and on the repetitions thereof, and shall apply legal consequences proportionate with all the circumstances of the case, and the objective it wishes to achieve by applying the given legal consequence. Referring to Section 187 (4) of the Media Services and Mass Media Act, the Applicant explained that the Respondent did not regard this infringement as one of minor severity in its resolution, the Media Services and Mass Media Act does not define what constitutes an infringement of minor severity, so the practice of the authority must be looked into in this regard. It underlined that the Respondent took different aspects into consideration in the case of different clients in the cases referenced, and it came to different conclusions.

- [8] It was only later, in its resolution applying the legal consequences and constituting the subject matter of this legal action that the Respondent found pursuant to Section 48 (7) a) of the Media Services and Mass Media Act that the infringement established in resolution no. 1224/2017 (XI. 14.) is a repeated one and not one of minor severity. Considering that doing so applied an additional legal consequence (ruling out the renewal of the media service licence for the frequency) to the earlier ones sanctioning the infringement, the need for legal interpretation, and together with it the possibility of a legal dispute, has been opened up anew also regarding how the Respondent developed the practice of defining repeated infringements, and ones of minor severity, and how it applied this definition in the Applicant's case.
- [9] In the Applicant's position, Section 187 (4) of the Media Services and Mass Media Act provides that an infringement shall be deemed as committed repeatedly only for the purposes of Sections 187 (1) - (3) of the Media Services and Mass Media Act, consequently, a different definition of such repetitive nature should be applicable to Section 48 (7) of the Media Services and Mass Media Act. The notion of an 'infringement committed repeatedly' under Section 48 (7) of the Media Services and Mass Media Act is given its contents by the practice of the authority, which must be non-discriminatory. The repetitive nature of an infringement must be established based on the same criteria when evaluating the renewal requests of a media service licence, lodged by each and every media service provider.
- [10] In this case, the Respondent deviated, to the Applicant's detriment, from its previous legal practice, where it did renew the spectrum usage rights of media service providers who had committed an infringement repeatedly as per Section 48 (7) a) of the Media Services and Mass Media Act. The Applicant presented resolutions regarding three media service providers, published on the Respondent's website. It believed that the Respondent's interpretation that the provisions in Section 48 (7) of the Media Services and Mass Media Act rules out, i.e. renders the renewal of the media service licence impossible if there are grounds for exclusion, in which regard the authority has no room for discretion, was incorrect.
- [11] The occurrence of the repetition is a fact, and therefore the Respondent must apply the same judgment to all repeated infringements. The Applicant's right to fair procedure was violated by the different legal practice applied by the Respondent, and by failing to comply with its duty to specify the reasons for its resolution. The Applicant could rightfully trust that when it was late complying with the administrative data reporting obligation, which is without essential relevance to the provision of media services, the Respondent would apply the more lax legal practice it came to apply in the case of other media service providers, and will, in line with the Applicant's request, renew its media service licence. By deviating from its previous practice without any reasoning, and choosing to apply a more stringent interpretation than to the Applicant's competitors, which

is in contrast with the principle of duly enforcing or defending rights as per Section 2 (1) in Act CL of 2016 on the General Public Administrative Procedures (hereinafter referred to as Administrative Procedures Act), and with the requirements of professionalism and good faith set forth in Section 2 (2) a) of the Administrative Procedures Act, the Respondent also violated the requirement of equality before law, and equal treatment as set forth in Section 2 (2) b) of the Administrative Procedures Act. The Respondent failed to meet its reasoning obligation as per Section 81 (1) of the Administrative Procedures Act, when it failed to explain why it applied one and the same legal requirement in a different way to different clients. The infringement attributed to the Respondent, which it disputes to have committed, is clearly less severe than the conduct of media service providers that committed an infringement that cannot be remedied, rectified or compensated for subsequently.

- [12] It referred to the ruling of the Supreme Court of Hungary no. Kfv.X.40.071/2001/6, which created the obligation to make the same judgement in the case of the same law and the same facts, to respect the principle of equal clients. In the Applicant's position, the facts were the same in its case and in the case of the three media service provider it referred to, therefore, the Respondent would have had to judge the requests the same way. In this case the provisions in ruling no. Kfv.IV.37.100/2007/7 of the Supreme Court were completely violated -one can talk about the violation of equal treatment, if the Applicant in the given case and other clients conducted the same activities as the Applicant was penalised for-, the violation of the requirement of equal treatment constitutes a substantial procedural violation with bearings on the merits of the case, and cannot be remedied in a court proceeding.
- [13] When interpreting and applying Section 48 (7) b) of the Media Services and Mass Media Act, the Respondent should have taken into consideration the cogent requirement in Sections 4 and 5 of the Media Services and Mass Media Act, that the provisions of the Act must be interpreted in due consideration of the protection of the diversity of media services, and the interests of democratic public opinion. It is of utmost significance that the resolution was taken against not merely a commercial radio station but against one with a public focus known to be critical with the central government that operates in order to serve diversity and the right to information of the democratic public, whose operation contributes significantly to the attainment of these objectives.
- [14] The decision revoked the broadcasting rights of Hungary's only independent radio, thus violating the provisions on fundamental rights laid down in Articles IX (2) and XXIV (1) of the Fundamental Law, making it impossible for a whole community to satisfy its right to information. Section 48 (7) (a) of the Media Services and Mass Media Act is unconstitutional because it restricts the enforcement of the provisions of Article IX (2) of the Fundamental Law – Hungary shall recognise and protect the freedom and diversity of the press, and shall ensure the conditions for free dissemination of information necessary for the formation of democratic public opinion. The Respondent's conduct violates the right to fair process guaranteed by Article XXIV (1) of the Fundamental Law, and the requirement of a democratic rule-of-law State ensured in Article (B) (1) of the Fundamental Law. The Constitutional Court has repeatedly stated that the principle of "ne bis in idem" also applies to administrative sanctions, which is also contained in Recommendation No R (91) 1 of the Committee of Ministers of the Council of Europe on administrative sanctions. As a result of the resolution, the institutional side of the freedom of the press was violated in a way that infringes Article IX (2) of the Fundamental Law, because it suffered a severe disadvantage due to the breach of a rule which arose solely from non-compliance with the administrative data reporting obligation, which it later complied with, even though it has a much smaller capacity than the market players that have significant resources.
- [15] The Respondent's conduct violates Article 6 (1) of Directive 2002/20/EC of the European Parliament and of the Council of 7 March 2002 on the authorisation of electronic communications networks and services (hereinafter: Authorisation Directive) – that stipulates the application of

conditions that are objective, non-discriminatory, proportionate and transparent – as in its course a non-transparent and discriminatory practice was applied in the evaluation of the gravity of the infringements and application of the sanctions.

[16] In its defence statement the Respondent maintained its position as stated in the resolution and requested that the legal action be rejected. It stressed that the subject-matter of this lawsuit was solely the review of Resolution No 830/2020 (IX. 8.). It pointed out that Resolution No 1224/2017 (XI. 14.) establishing the repeated infringement has acquired both formal legal force and the force of a judged matter, that is, this legal matter is no longer subject to dispute in the lawsuit. Review cannot be extended to the findings of resolutions which have previously become final and have not been appealed, or to any resolutions adopted on other factual and legal grounds in respect of other clients.

[17] The legality of the resolution can only be examined for compliance with the objective substantive elements required under Section 48 (7) (a) of the Media Services and Mass Media Act, and it has met those conditions. The grounds for exclusion specified in Section 48 (7) (a) of the Media Services and Mass Media Act may only be applied – contrary to the Applicant’s position – if the repeated infringement described in Section 187 (4) of the Media Services and Mass Media Act has been established by a previous final resolution.

[18] In the addition to the fact that the examination of resolutions concerning other legal entities cannot be the subject-matter of this lawsuit, the Applicant has not been able to factually prove and substantiate its allegation that the authority has applied Section 48 (7) (a) of the Media Services and Mass Media Act differently to other legal entities. It noted that the facts of the cases referenced by the Applicant and the applicable regulatory environment differed from the case in dispute.

[19] It stressed that Section 48 (7) of the Media Services and Mass Media Act provided for no option to exercise discretion; its legal practices and interpretation of the law fully complied with the requirement of applying the same standard. It pointed out that no constitutional issues could arise in connection with the applicable provisions of the Media Services and Mass Media Act, because indeed the Constitutional Court, in its Resolution No 165/2011 (XII. 20.), mentioned no constitutional concerns in the regulatory system applicable to the renewal of the media service licence. The provisions of the Media Services and Mass Media Act have also been subject to a thorough examination by the Venice Commission and the bodies of the European Union, including from a constitutional point of view, as part of which they did not touch on any grounds for exclusion regarding licence renewal.

[20] With regard to the gravity and repetition of the infringement, the examination of the renewal application cannot review infringements on which qualification is based; the only relevant thing is whether a severe or repeated infringement has previously been established in a final decision. To support its position, it cited Judgments No 17.K.30.950/2018/12 of the Budapest Court of Public Administration and Labour, No 105.K.700.527/2019/6. of the Budapest Regional Court, and No Kf.III.37.326/2020/4 of the Curia.

### **The court’s decision and its legal reasons**

[21] The legal action is not well-founded.

[22] The court tried the administrative dispute under Section 4 (3) (a) of Act I of 2017 on the Code of Administrative Litigation (hereinafter: Administrative Procedure Code), in a first-instance administrative action under Part Two of the Administrative Procedure Code, in a hearing under Section 77 (2) of the Administrative Procedure Code. It examined the legality of the administrative activity under Sections 2 (4) and 85 (1) of the Administrative Procedure Code within the limits of the claim, based on the facts existing at the time of realisation, under Section 85 (2) of the

Administrative Procedure Code. It established the facts taking into account Section 78 (2) of the Administrative Procedure Code, based on data available and a comparison of the parties' claims, comparing the pieces of evidence individually and as a whole to the facts established in the prior administrative procedure.

[23] As a preliminary point, the court states that the spectrum usage rights – under Section 48 (1) of the Media Services and Mass Media Act – essentially can be exercised based on being declared a winner in the tender announced and conducted by the Media Council and the public contract signed as a result thereof. Section 48 (5) of the Media Services and Mass Media Act provides for an exceptional preferential option to renew the media service licence upon its expiry once for no more than seven years without tender, at the request of the media service provider. This legal provision explicitly states that the media service provider may not establish a right on the renewal of the media service licence, and that the Media Council is under no obligation to enter into a contract on the basis of a request to that effect.

[24] The law clearly confers discretionary powers on the authority in respect of the decision on licence renewal, but at the same time it imposes a mandatory limit, setting out the grounds for exclusion contained in Section 48 (7) of the Media Services and Mass Media Act, according to which the licence cannot be renewed if

- a) in its final resolution the Media Council established that the media service provider repeatedly or seriously violated the provisions set forth in the agreement, the Press Freedom Act, or in this Act, or
- b) the media service provider is in arrears with the media service provision fee at the time of submission or evaluation of the request.

[25] The subject-matter of this legal action was exclusively the decision on the legality of the Respondent's Resolution No 830/2020 (IX. 8.) refusing renewal of the Applicant's media service licence based on the existence of statutory grounds for exclusion (committing of repeated infringement). The repeated infringement was established by the final Resolution No 1224/2017 (XI. 14.), which the Applicant did not challenge by a lawsuit, and it did not pursue the legal remedies available in connection with its provisions. Thus, the repeated infringement was established as a fact by the time of this legal action, and in this litigation it is not subject to dispute and it is not subject to review by the court.

[26] The Applicant incorrectly argues that the repetition should be interpreted differently in the context of Section 48 (7) (a) of the Media Services and Mass Media Act than the term defined in Section 187 (4) of the Media Services and Mass Media Act. The terms used in Section 48 (7) (a) of the Media Services and Mass Communication Act clearly refer to the provisions on establishing infringements, as specified in Sections 185-187 of the Media Services and Mass Media Act. Objective, transparent, and non-discriminatory examination is guaranteed precisely by the fact that the existence of grounds for exclusion is a matter of fact, it does not allow for the exercise of discretion: if the Media Council's final resolution established the repeated infringement, then the condition has been met. Thus, facts and circumstances settled finally in a final resolution cannot be evaluated again.

[27] The court points out that the repeated violation of legal provisions was not established by the resolution disputed in this lawsuit, but the final Resolution No 1224/2017 (XI. 14.). The repetition of infringement is not the result of two independent resolutions establishing a one-off infringement – as the Applicant incorrectly interpreted –, the existence of repetition must be stated clearly by the resolution establishing the infringement, under Section 187 (4) of the Media Services and Mass Media Act. In the Applicant's case, the final Resolution No 1224/2017 (XI. 14.) established the repeated violation of law beyond doubt. The authority's finding on the repeated nature or non-

minor gravity of the infringement could have been challenged in an appeal against Resolution No 1224/2017 (XI. 14.), but the Applicant did not avail itself of this possibility.

[28] The Applicant's argument is correct in that Section 48 (7) of the Media Services and Mass Media Act specifies a legal consequence for the repeated infringement established by a final resolution, but – contrary to its position – this does not constitute a sanction. The Court agrees with the legal reasoning stated in Judgment No 105.K.700.527/2019/6 of the Budapest Regional Court, according to which, as the Respondent has no obligation to enter into a contract based on the request for the renewal of the media service licence, non-renewal cannot be deemed to be an administrative sanction, rather the opposite: the possibility of renewal is a privilege, as opposed to the main rule, which is that the media service licence must be acquired in a tender.

[29] Application of the legal consequence attached to the previously established infringement does not mean that the infringement itself could be re-evaluated and reconsidered, in contrast with the final resolution. The principle of legal certainty would be violated precisely if the authority disregarded the finding established in the final resolution. Such a re-evaluation as the Applicant expects could not be possible even if a change of law occurred in the meantime. Accepting the Applicant's position would undermine the objective nature of the system of grounds for exclusion, and thus it is the Applicant's interpretation that would open the door to decisions contrary to the authority's findings stated in the subjective and final resolution, which would give rise to legal uncertainty. The Applicant itself has pointed out that the existence of repetition is a matter of fact, and therefore the Respondent must apply the same judgment to all repeated infringements, which, however, proves precisely the legality of the Respondent's conduct.

[30] The Respondent was therefore not in a position to deliberate whether the infringement had been committed or repeated; it was obliged to take into account the findings of the earlier final resolution. In doing so, it correctly concluded that the ground for exclusion contained in Section 48 (7) (a) of the Media Services and Mass Media Act existed in the case of the Applicant. The Respondent's conduct was also lawful in that it first verified the existence of the grounds for exclusion and, since one of them was applicable, it no longer exercised discretion within its discretionary powers to renew the media service licence. The Court points out that, like the Respondent, the Court could not review the findings of Resolution No. 1224/2017 (XI. 14.) laying down the ground for exclusion in the lawsuit. Section 48 (7) (a) of the Media Services and Mass Media Act – in accordance with the requirement of objectivity – does not allow any deliberation as to whether, if applicable, the ground for exclusion can be applied, instead it prohibits the renewal of the media service licence for grounds for exclusion in a mandatory manner.

[31] It must be emphasised that, in an administrative case, a party may, within the time limit for initiating a legal action, challenge only the administrative act which directly affects his or her right or legitimate interest. The legality of the resolutions that have become final cannot be disputed after the expiry of the time limit for initiating a legal action; everyone is obliged to accept their contents as lawful. Consequently, the legality of the decisions taken in the case of other media service providers cannot be examined in the present case; the framework of administrative cases does not allow for a comprehensive analysis of the Respondent's practice.

[32] However, in the light of the arguments of the action, the Court notes that the mandatory legal provision cannot be overridden by the Respondent's practice even if the Applicant so requests. The application of the law cannot be required to be set aside on the ground that the Applicant thought it discovered inconsistencies in the authority's practice. The Court examines the legality of the resolution on the basis of the applicable law, a provision which is clear and unambiguous and does not allow for any deliberation in the present case. The Applicant unreasonably relied on the Respondent to waive the application of the statutory ground for exclusion in its case. Meeting this demand would have resulted in an unlawful procedure, and no right can be established on this

expectation. The decisions of the Supreme Court on customer equality referred to in the action cannot be compared with the present case, and no conclusions valid in the present case can be drawn from them.

[33] Given that the Respondent's allegedly different practice in the case of other media service providers was an important part of the Applicant's legal argument, the Court notes that the conclusions drawn by the Applicant cannot be drawn from the public database of resolutions. The Respondent rightly argued that the individual decisions were taken in the light of different individual facts and, as a result, in different legal contexts. The court once again emphasises that repeated infringement exists if it is explicitly established by a final official resolution pursuant to Section 187 (4) of the Media Services and Mass Media Act, i.e. two infringements alone cannot subsequently be regarded as repeated unless the fact of repeated infringement is expressly stated in the resolution establishing the infringements.

[34] The Applicant wrongly invoked infringement of Article IX (2) and Article XXIV (1) of the Fundamental Law and of the principles specified in Section 2 of the Administrative Procedures Act and Sections 4 and 5 of the Media Services and Mass Media Act, since, as explained in paragraphs [26] to [31] of the ruling, Article 48 (7) (a) of the Media Services and Mass Communication Act complies with the requirements of objectivity, transparency and non-discriminatory conditions required by the Fundamental Law and Union law, without prejudice to constitutional objectives, which principles have not been violated by the Respondent's conduct either. In that regard, the Court points out that the fact that, according to the Applicant, it is the only radio station with a public focus known to be critical with the central government that operates in order to serve diversity and the right to information of the democratic public, whose operation contributes significantly to the attainment of these objectives, cannot create an additional right for the Applicant and, in the present case, cannot result in the mandatory statutory provision being set aside.

[35] The Applicant also referred to the infringement of EU law in the lawsuit, but it did not appear that the Hungarian legislation was inconsistent with EU law. The Court found that, according to the relevant case law of the Court of Justice of the European Union, the conditions for the direct applicability of EU directives are not met in the present case, as they have direct effect and applicability only if, in addition to the fact that their content is sufficiently clear and unconditional, they have not been transposed or have not been properly transposed, which did not arise in the present case. However, despite the exclusion of direct effect, the Court took into account that its interpretation in the application of the relevant Hungarian law was in accordance with EU law. It has already been stated in paragraphs [26] - [31] of the ruling that Section 48 (7) of the Media Services and Mass Media Act and the Respondent's application of the law complied with the principle of application of objective, non-discriminatory, proportionate and transparent conditions required by the Authorisation Directive; therefore, no breach of EU law can arise.

[36] In the light of the foregoing, the Court found, overall, that the Respondent's conduct and resolution were not vitiated by an infringement for the reasons set out in the legal action; the Respondent made a well-founded decision in the case on the basis of duly disclosed and clarified facts, through a legal and correct interpretation of the law; therefore, the Court dismissed the Applicant's unfounded claim pursuant to Section 88 (1) (a) of the Administrative Procedure Code.

### **Concluding part**

[37] Pursuant to Section 83 (1) of Act CXXX of 2016 on the Code of Civil Procedure (hereinafter referred to as: the Code of Civil Procedure), applicable pursuant to Section 35 (1) of the Administrative Procedure Code, the Court ordered the losing Applicant to pay the Respondent's legal costs, the amount of which was charged on the basis of the amount submitted in the form



filed in accordance with IM Decree 31/2017 (XII. 27) on the list of costs for legal costs, pursuant to Section 81 (1) and (5) of the Code of Civil Procedure and Section 2 (1) of IM Decree 32/2003 (VIII. 22) on legal costs that can be determined in court proceedings (hereinafter referred to as: IM Decree), and the amount of which was reduced in proportion to the actual activity of the legal representative pursuant to Section 2 (2) of the IM Decree – given the complexity of the case, the labour and time required to prepare written submissions and that two hearings were held in the proceedings, at which the Respondent’s legal representative gave a substantial statement.

[38] Pursuant to Section 101 (1) and 102 (1) of the Code of Civil Procedure, applicable pursuant to Section 35 (1) of the Administrative Procedure Code, the Court ordered the Applicant to pay a procedural duty specified by Section 45/a (2) of Act XCIII of 1990 on Duties (hereinafter referred to as: Act on Duties) in the amount determined in accordance with Section 39 (1) and 42 (1) (a) of the Act on Duties, which has not been imposed due to the right of prenotation of duties provided by Section 62 (1) (h) of the Act on Duties.

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[39] The right to appeal against the ruling is based on Section 99 (2) (b) of the Administrative Procedure Code and Section 163 (5) of the Media Services and Mass Media Act.

Budapest, 9 February 2021

President of the Chamber

Judge Rapporteur

Judge