



Press Office of the Constitutional Court

Press release of 27 July 2020

MORANDI BRIDGE: THE REASONS FOR THE JUDGMENT CONCERNING THE “GENOA DECREE” HAVE BEEN FILED

The urgent need to start works to restore the motorway section; the doubts as to the appropriateness of awarding those works to the concessionaire undertaking, in light of the seriousness of the collapse of the motorway overpass known as the Morandi Bridge; the initial results of the administrative investigation into the event. These are, very briefly, the reasons that led to the exclusion of *Autostrade Spa* (ASPI) from the demolition and reconstruction of the Bridge by means of Decree-Law No. 109 of 2018 (the so-called Genoa Decree).

These are part of the reasons provided by the Court in Judgment No. 168, filed today (Judge Rapporteur: Augusto Barbera) to explain why the Genoa Decree, challenged by the Regional Administrative Court of Liguria, was not declared unconstitutional.

As partly announced before the judgment was filed (see the 8 July 2020 press release), the judgment closes with three declarations of unfoundedness, and four of inadmissibility, of the questions raised. In particular, the Court held inadmissible the question concerning the obligation imposed on ASPI to meet the costs associated with reconstructing the Morandi Bridge and expropriating the relevant property. This, because the Regional Administrative Court did not specify the grounds on which the obligation had been imposed: whether conclusively, or merely on a provisional anticipatory basis, pending checks as to the liability of the concessionaire to pay compensation.

The judgment explains that ASPI was excluded from the demolition and reconstruction of the overpass in two stages. First, the legislator established that these activities did not engage the agreement involving ASPI and, therefore, the undertaking's duty to provide demolition and reconstruction services would not be enforced even though ASPI was willing to fulfil it.

Secondly, the special commissioner entrusted with awarding the works was not allowed to launch negotiations with ASPI on carrying out the works.

The Court maintained that both of these stages were based on objective reasons, which were congruent or connected with those expressed in the decree-law, albeit not always clearly. The decision not to engage the agreement was based on the urgent need to begin works on promptly restoring a motorway section that is essential to transportation links in the region, and on the doubts as to whether entrusting those works to the concessionaire would be appropriate, in light of the seriousness of the events and the initial results of the administrative investigations. Moreover, the exclusion of ASPI from the call for tenders is – other than a natural consequence of these facts – consistent with European legislation on public contracts and served to further open competition in the field of motorway constructions.

Rome, 27 July 2020