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The legal side of real estate

**The Supreme Court of Cassation nullifies the function of the CDU and the legitimate expectation placed in it by private individuals and professionals.**

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# Legal issue

With ruling no. 6469/2025, the Supreme Court of Cassation held that an “omissive” Town Planning Certificate (CDU) is essentially ineffective as a basis for the legitimate expectation of private individuals and professional operators.

In the case at hand, the CDU failed to indicate the existence of a hydrogeological building constraint affecting the appellant’s land, thereby undermining its reliance on the possibility of constructing on the plot.

# Case

The appellant had purchased a plot of land believing it to be buildable, due to the Municipality of Ghedi's failure to indicate, in the Town Planning Certificate ("**CDU**"), a building restriction arising from the Hydrogeological Structure Plan ("**PAI**"), which had already been incorporated into the adopted Town Planning Scheme ("**PGT**").

The Court of Brescia initially ordered the Municipality to compensate the appellant for over € 230,000. However, the Brescia Court of Appeal overturned the ruling, holding that the effectiveness of the PGT (once approved and published) was ***erga omnes*** and therefore **presumed to be known by anyone**.

# Appeal to the Supreme Court of Cassation

The original appellant appealed the appellate ruling on two grounds:

1. he disputed that the PGT had *erga omnes* effect, arguing that it had not been published in the Regional Bulletin (BUR);
2. he also argued that the CDU was misleading and that there was a causal link between the Municipality's conduct and the damage suffered.

Both grounds were declared **inadmissible**:

- the PGT was deemed to have been duly approved and published, with *erga omnes* effect;
- the appellant failed to demonstrate with sufficient precision that publication was lacking or that the CDU explicitly attested to the land's buildability;
- moreover, according to the court, the area was already subject to restrictions under the PAI, which also had ***erga omnes*** effect.



# Conditional cross-appeal filed by ITAS MUTUA

ITAS MUTUA had challenged the validity of the insurance coverage and complained about the failure to evaluate some contractual clauses, but the appeal was **absorbed**, the main one having been rejected.



# Outcome

- Main appeal: **indmissible**
- Cross appeal: **absorbed**
- The appellant was ordered to pay the **court costs** in favor of both the Municipality of Ghedi and ITAS MUTUA.



# Commentary

This ruling provides a significant opportunity to reflect on the centrality of town planning due diligence in real estate transactions, particularly when the buildability of the property is at stake.