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

AFFAIRE AKDIVAR ET AUTRES c. TURQUIE

CASE OF AKDIVAR AND OTHERS v. TURKEY

(Article 50)

(99/1995/605/693)

ARRÊT/JUDGMENT

STRASBOURG

1er avril/1 April 1998

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SUMMARY[1]

Judgment delivered by a Grand Chamber

Turkey – claims for just satisfaction in respect of Court's findings, in the principal judgment, of violations of Article 8 of the Convention, Article 1 of Protocol No.1 and Article 25 § 1 of the Convention

I. AS TO THE EXISTENCE OF AN AGREEMENT

Court finds that there had been no "agreement" for the purposes of Rule 54 § 4 of Rules of Court A. The existence of an "agreement" was in dispute between the applicants and the Government – wording and content of protocol was vague and inconclusive.

Conclusion: no agreement (seventeen votes to one).

II. PECUNIARY DAMAGE

Awards made in respect of houses, cultivated and arable land, household property, livestock and feed and cost of alternative accommodation. Having regard to high rate of inflation in Turkey, sums to be converted into pounds sterling.

Conclusion: respondent State to pay specified sums to applicants (seventeen votes to one).

III. NON-PECUNIARY DAMAGE

Having regard to the seriousness of the violations found, an award should be made. Claim for punitive damages dismissed.

Conclusion: respondent State to pay applicants a specified sum (seventeen votes to one).

IV. COSTS AND EXPENSES

Claim in respect of Article 50 proceedings allowed in full. Compliance with order for costs in the principal judgment is question to be decided by the Committee of Ministers of the Council of Europe.

Conclusion: respondent State to pay applicants a specified sum (seventeen votes to one).

1. This summary by the registry does not bind the Court.

V. REQUEST FOR RESTORATION OF RIGHTS

This is a matter for the Committee of Ministers under Article 54 of the Convention.

Conclusion: claim rejected (seventeen votes to one).

COURT'S CASE-LAW REFERRED TO

13.7.1995, Tolstoy Miloslavsky v. the United Kingdom; 30.10.1995, Papamichalopoulos and Others v. Greece; 16.9.1996, Akdivar and Others v. Turkey

In the case of Akdivar and Others v. Turkey[1],

The European Court of Human Rights, sitting, in accordance with Rule 51 of Rules of Court A[2], as a Grand Chamber composed of the following judges:

Mr R. BERNHARDT, *President*,
Mr THÓR VILHJÁLMSSON,
Mr F. GÖLCÜKLÜ,
Mr A. SPIELMANN,
Mr N. VALTICOS,
Mrs E. PALM,
Mr I. FOIGHEL,
Mr A.N. LOIZOU,
Mr M.A. LOPES ROCHA,
Mr L. WILDHABER,
Mr G. MIFSUD BONNICI,
Mr J. MAKARCZYK,
Mr D. GOTCHEV,
Mr B. REPIK,
Mr K. JUNGWIERT,
Mr P. KŪRIS,
Mr U. LŌHMUS,
Mr E. LEVITS,

and also of Mr H. PETZOLD, *Registrar*, and Mr P.J. MAHONEY, *Deputy Registrar*,

Having deliberated in private on 31 January and 27 March 1998,

Delivers the following judgment, which was adopted on the last-mentioned date:

PROCEDURE AND FACTS

1. The case was referred to the Court by the Government of Turkey ("the Government") on 4 December 1995 and by the European Commission of Human Rights ("the Commission") on 11 December 1995, within the three-month period laid down by Article 32 § 1 and Article 47 of the Convention

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Notes by the Registrar

1. The case is numbered 99/1995/605/693. The first number is the case's position on the list of cases referred to the Court in the relevant year (second number). The last two numbers indicate the case's position on the list of cases referred to the Court since its creation and on the list of the corresponding originating applications to the Commission.

2. Rules of Court A apply to all cases referred to the Court before the entry into force of Protocol No. 9 (1 October 1994) and thereafter only to cases concerning States not bound by that Protocol. They correspond to the Rules that came into force on 1 January 1983, as amended several times subsequently.

for the Protection of Human Rights and Fundamental Freedoms ("the Convention"). It originated in an application (no. 21893/93) against the Turkish Republic lodged with the Commission under Article 25 on 3 May 1993 by eight Turkish nationals, Mr Abdurrahman Akdivar, Mr Ahmet Akdivar, Mr Ali Akdivar, Mr Zülfükar Çiçek, Mr Ahmet Çiçek (born in 1968), Mr Abdurrahman Aktaş, Mr Mehmet Karabulut and Mr Hüseyin Akdivar.

The Court subsequently found that Mr Hüseyin Akdivar could not be considered to be an applicant. It also held that Mr Ahmet Çiçek, born in 1968, as opposed to a person of the same name, born in 1967, was the authentic applicant in the proceedings before the Court. Accordingly, the proceedings before the Court involved seven applicants.

2. In a judgment of 16 September 1996 ("the principal judgment", *Reports of Judgments and Decisions* 1996-IV), the Court dismissed preliminary objections concerning an alleged abuse of process and the exhaustion of domestic remedies and held that the burning of the applicants' houses on 10 November 1992 by the security forces, causing them to abandon their village and move elsewhere, constituted a violation of Article 8 of the Convention and Article 1 of Protocol No. 1. It also held that Turkey had failed to fulfil its obligation under Article 25 § 1 of the Convention not to hinder the effective exercise of the right of individual petition (ibid., pp. 1205–20, §§ 48–113, and points 3 and 8 of the operative provisions).

The Court also held that the respondent State was to pay the applicants, within three months, 20,810 pounds sterling (GBP) less certain sums paid by way of legal aid, in respect of costs and expenses (ibid., p. 1220, § 111, and point 9 of the operative provisions).

3. As the question of the application of Article 50 of the Convention was not ready for decision in respect of pecuniary and non-pecuniary damage, the Court reserved it and invited the Government and the applicants to submit in writing, within three months, their observations on the matter and, in particular, notify the Court of any agreement they might reach.

4. The applicants and the Government submitted their memorials under Article 50 on 16 and 17 December 1996 respectively. In their memorial, the Government indicated that a protocol had been signed by four of the applicants agreeing to a basis on which the applicants' remaining claims before the Court could be settled. The validity of this agreement was contested by the applicants' legal representatives.

Memorials in reply were submitted by the applicants on 28 February 1997 and by the Government on 5 March 1997.

5. On 28 June 1997 the Court requested the Government to submit detailed comments on the claims submitted by the applicants and to provide, *inter alia*, an indication of the Government's estimate of the amount of the losses incurred together with any supporting documentary evidence which it was possible to provide.

6. On 2 October 1997 the Government submitted in Turkish a report of a commission of experts composed of three persons, which had been requested by the Ministry of Justice to assess the losses claimed by the applicants. The experts were respectively lecturers in the Faculties of Veterinary Medicine, Agriculture and Engineering and Architecture. An unofficial translation was submitted by the Government on 17 November 1997. In their report the experts stated that they were unable to have access to the village where the applicants had lived for security reasons. However they had flown over the area at low altitude and had taken photographs of the village.

The applicants' comments in reply were received on 14 November 1997.

No comments were received from the Delegate of the Commission to the submissions contained in the above memorials.

7. Mr R. Ryssdal, who was unable to take further part in the consideration of the case, was replaced as President of the Grand Chamber by Mr R. Bernhardt, Vice-President of the Court (Rules 21 § 6 and 54 § 2 of Rules of Court A). Subsequently Mr R. Macdonald was also unable to take further part in the consideration of the case.

AS TO THE LAW

8. Article 50 of the Convention provides as follows:

> "If the Court finds that a decision or a measure taken by a legal authority or any other authority of a High Contracting Party is completely or partially in conflict with the obligations arising from the ... Convention, and if the internal law of the said Party allows only partial reparation to be made for the consequences of this decision or measure, the decision of the Court shall, if necessary, afford just satisfaction to the injured party."

9. The applicants claimed, *inter alia*, compensation under this provision for the losses incurred as a result of the destruction of their houses by the security forces which forced them to abandon their village.

The Government submitted that an agreement had been reached with the applicants on this question.

I. AS TO THE EXISTENCE OF AN AGREEMENT

10. Rule 54 § 4 of Rules of Court A concerning the application of Article 50 of the Convention provides:

> "If the Court is informed that an agreement has been reached between the injured party and the Party liable, it shall verify the equitable nature of such agreement and, where it finds the agreement to be equitable, strike the case out of the list by means of a judgment. Rule 49 § 3 shall apply in such circumstances."

11. The Government submitted that an agreement had been reached with the applicants involving, *inter alia*, proposals which would result in the provision of houses and employment for them as well as a sum of one billion Turkish liras by way of compensation. This agreement corresponded to the preferences of the applicants for secure homes and incomes. They submitted a protocol of agreement dated 18 October 1996 to this effect which had been signed by four of the applicants on their own behalf and on behalf of the applicants who were not present at the meeting.

In their submission the wording of the agreement showed that the applicants had attended the meeting of their own volition and that there was no reason why they could not have been accompanied by their legal representatives if they had chosen to do so. However the applicants' lawyers, in pursuit of their own political objectives to exploit the emergency situation existing in the region, had subsequently misled them into denying that an agreement had been reached. It is probable that the applicants had been forced by their Diyarbakır legal representatives to repudiate the agreement.

It was submitted that the agreement established the main points of a settlement and was valid according to Turkish law. Moreover arbitrary repudiation of a valid agreement was not possible having regard to Articles 23 and 24 of the Turkish Code of Obligations.

12. The applicants claimed that four of them attended the meeting on 18 October 1996 with Government representatives in the absence of their lawyers believing that if they refused to do so they would be conducted forcibly by the police. They were told that the case before the European Court might continue for another four years and might not lead to any compensation being awarded and that, even if an award was made in their favour, it might not be paid. Accordingly, the protocol was signed by four of them. Three of them signed on behalf of the applicants who were not present at the meeting.

13. On 21 November 1996 the applicants' representatives wrote to the Court stating that any such agreement made for the purposes of Article 50, which was executed without the presence or advice of the applicants' duly authorised lawyers, was wholly unacceptable and did not have their agreement. Subsequently, on 27 November 1996, Mr Baydemir – one of the

applicants' legal representatives – wrote to the Court stating that the three applicants who were not present at the meeting had not authorised anyone to sign an agreement on their behalf and that those who had attended did not consider themselves bound by the protocol given the circumstances under which it was signed. Statements by the applicants to this effect were attached to the letter.

14. The Court observes that Rule 54 § 4 of Rules of Court A requires that "an agreement has been reached between the injured party and the Party liable". Having regard to the submissions of those appearing before the Court it is evident that this is a matter which is in dispute between the applicants and the Government.

Against the above background and in view of the vague and inconclusive wording and contents of the protocol, it cannot be said that that there has been an "agreement" for the purposes of Rule 54 § 4. Accordingly the Court must consider the applicants' claims for just satisfaction.

II. PECUNIARY DAMAGE

15. The applicants claimed pecuniary damage in respect of the loss of houses, cultivated land, household property and livestock. They also claimed that an award should be made in respect of the cost of alternative accommodation. The Government submitted a valuation report prepared by a commission of experts which contested the amounts claimed by the applicants in various respects (see paragraph 6 above).

A. Houses

16. The experts nominated by the Government found that, according to the records kept by the Dicle municipality, only three houses were listed, namely those of Ahmet Akdivar (100 sq. m), Ali Akdivar (60 sq. m) and Zülfükar Çiçek (300 sq. m). They considered that a base rate per square metre of 3,482,400 Turkish liras (TRL) should be used to assess compensation.

17. The applicants maintained that in the rural area where they lived there was no tradition of registering property, which passed from generation to generation and was acquired by prescriptive use. They claimed compensation for the houses of Ahmet Akdivar (200 sq. m), Ali Akdivar (200 sq. m), Zülfükar Çiçek (600 sq. m), Abdurrahman Akdivar (250 sq. m), Abdurrahman Aktaş (300 sq. m), Mehmet Karabulut (200 sq. m) and Ahmet Çiçek (500 sq. m). They accepted that the base rate per square metre proposed by the experts be used in the calculation of the value of the houses. However, they disagreed with the experts' indication of the size of the listed houses.

18. The Court recalls its finding that the applicants' houses were burnt down by the security forces (see the principal judgment, *Reports* 1996-IV, p. 1214, § 81). Bearing in mind the rural area in which the events took place and that the experts were unable to visit the applicants' village (see paragraph 6 above), it does not regard it as conclusive that no record exists in respect of the houses of four of the applicants.

It considers that an award should be made in respect of the houses for which a record exists based on the surface area noted by the experts at the base rate per square metre proposed by them.

19. The Court also considers it appropriate to make an award in respect of the remaining houses. However, due to the absence of evidence which substantiates the size of these properties any calculation must inevitably involve a degree of speculation. It will base its award on fifty percent of the surface area claimed by the applicants at the base rate.

20. Accordingly, the Court makes the following awards under this head:
(a) TRL 348,240,000 (Ahmet Akdivar);
(b) TRL 208,944,000 (Ali Akdivar);
(c) TRL 1,044,720,000 (Zülfükar Çiçek);
(d) TRL 435,300,000 (Abdurrahman Akdivar);
(e) TRL 522,360,000 (Abdurrahman Aktaş);
(f) TRL 348,240,000 (Mehmet Karabulut);
(g) TRL 870,600,000 (Ahmet Çiçek).

B. Cultivated and arable land

21. The applicants claim compensation in respect of both the loss of cultivated and arable land and the loss of income in respect of the following holdings:

Ahmet Akdivar (2 acres of orchards, 3 acres of vineyards, 10 acres of arable land and 2 acres of oak groves);

Ali Akdivar (8 acres of orchards, 2 acres of vineyards, 20 acres of arable land and 3 acres of oak groves);

Zülfükar Çiçek (96 acres of orchards, 70 acres of vineyards, 30 acres of arable land and 5 acres of oak groves);

Abdurrahman Akdivar (24 acres of orchards, 12 acres of vineyards, 3 acres of arable land and 20 acres of oak groves);

Abdurrahman Aktaş (10 acres of orchards, 12 acres of vineyards and 20 acres of oak groves);

Mehmet Karabulut (36 acres of orchards, 14 acres of vineyards, 15 acres of arable land and 2 acres of oak groves);

Ahmet Çiçek (48 acres of orchards, 48 acres of vineyards and 20 acres of oak groves).

They accept the experts' estimates as regards the yearly loss of income per acre.

22. The Government's experts note that only the first three applicants have registered land (3 acres, 2,500 sq. m and 3 acres respectively). However, they submitted the following figures as an estimate of loss of income per acre per year multiplied by the acreage claimed by the applicants: TRL 6,710,000 in respect of vineyards, TRL 7,020,000 for orchards, TRL 2,875,000 for arable land and TRL 13,500,000 for oak groves.

23. The Court notes that there was no finding of expropriation of property in the principal judgment and that the applicants still remain the owners of their land.

Accordingly, it makes no award in respect of loss of land.

24. On the other hand, as a result of the destruction of their houses the applicants were obliged to leave their village and were no longer able to exploit their land.

In consequence, they are entitled to claim for loss of income.

25. The Court recalls that the applicants accept the estimate provided by the experts in respect of loss of income per acre per year. Bearing in mind the absence of independent evidence concerning the size of the individual holdings and having regard to equitable considerations, it considers that the amount awarded should cover five years' loss of income and should be based on these figures in respect of the acreage claimed by the applicants.

26. Accordingly, the Court awards under this head:

(a) TRL 449,600,000 (Ahmet Akdivar);
(b) TRL 837,900,000 (Ali Akdivar);
(c) TRL 6,486,850,000 (Zülfükar Çiçek);
(d) TRL 2,638,125,000 (Abdurrahman Akdivar);
(e) TRL 2,103,600,000 (Abdurrahman Aktaş);
(f) TRL 2,083,925,000 (Mehmet Karabulut);
(g) TRL 4,645,200,000 (Ahmet Çiçek).

C. Household property

27. The Government experts also submitted figures for loss of household property. They based their estimates on the price in September 1997 of certain household items in the shops in Diyarbakır.

28. The applicants' claims were somewhat higher.

29. The Court considers that the amounts proposed by the experts are reasonable.

It thus makes the following awards:
(a) TRL 263,050,000 (Ahmet Akdivar);
(b) TRL 233,300,000 (Ali Akdivar);
(c) TRL 279,050,000 (Zülfükar Çiçek);
(d) TRL 298,650,000 (Abdurrahman Akdivar);
(e) TRL 313,750,000 (Abdurrahman Aktaş);
(f) TRL 243,650,000 (Mehmet Karabulut);
(g) TRL 300,450,000 (Ahmet Çiçek).

D. Livestock and feed

30. The experts pointed out that none of the applicants had livestock registered in their names in the records of the District Agricultural Directorate. However, they submitted an estimate in respect of each applicant's claim with reference to prices for livestock which were significantly lower than those advanced by the applicants.

31. Although it lacks independent evidence of the applicants' claims, the Court also considers that an award should be made under this head on the basis of the estimated prices provided by the experts. It accepts, however, the applicants' figures as regards feed and the number of livestock involved whether registered or unregistered.

It thus makes the following award:
(a) TRL 460,000,000 in respect of 6 cattle, 20 sheep and winter-feed (Ahmet Akdivar);
(b) TRL 552,500,000 in respect of 7 cattle, 25 sheep and winter-feed (Ali Akdivar);
(c) TRL 1,035,500,000 in respect of 17 cattle, 60 sheep and winter-feed (Zülfükar Çiçek);
(d) TRL 880,000,000 in respect of 10 cattle, 40 sheep and winter-feed (Abdurrahman Akdivar);
(e) TRL 882,500,000 in respect of 12 cattle, 35 sheep and winter-feed (Abdurrahman Aktaş);
(f) TRL 605,000,000 in respect of 8 cattle, 30 sheep and winter-feed (Mehmet Karabulut);
(g) TRL 1,112,500,000 in respect of 15 cattle, 45 sheep and winter-feed (Ahmet Çiçek).

E. Cost of alternative accommodation in Diyarbakır

32. The applicants claimed that an award should be made in respect of the cost of rented accommodation in Diyarbakır following their relocation there in November 1992 after the destruction of their houses. This point was not addressed in the experts' report.

33. The Court considers that an award should also be made in this respect since the expenses incurred are directly linked to the violation found by it in the principal judgment.

It finds that the amounts claimed by the applicants (TRL 2,000,000 per month – TRL 2,250,000 in the case of Abdurrahman Akdivar) in respect of the period November 1992-January 1998 to be reasonable. No claim was made for Zülfükar Çiçek who lives with Ahmet Çiçek.

It makes the following award in respect of a period of sixty-two months:
(a) TRL 124,000,000 (Ahmet Akdivar);
(b) TRL 124,000,000 (Ali Akdivar);
(c) TRL 139,500,000 (Abdurrahman Akdivar);
(d) TRL 124,000,000 (Abdurrahman Aktaş);
(e) TRL 124,000,000 (Mehmet Karabulut);
(f) TRL 124,000,000 (Ahmet Çiçek).

F. Summary

34. The total amounts awarded per applicant in respect of pecuniary damage are set out below. Having regard to the high rate of inflation in Turkey these amounts have been converted into pounds sterling in order to preserve their value at the rate applicable when the commission of experts made its estimates, i.e. 17 September 1997. At that date one pound sterling (GBP) was worth TRL 271,530 (the purchase price according to the exchange rates operated by the Turkish Central Bank).
(a) TRL 1,644,890,000 – GBP6,057.85 (Ahmet Akdivar);
(b) TRL 1,956,644,000 – GBP7,205.99 (Ali Akdivar);
(c) TRL 8,846,120,000 – GBP32,578.79 (Zülfükar Çiçek);
(d) TRL 4,391,575,000 – GBP16,173.44 (Abdurrahman Akdivar);
(e) TRL 3,946,210,000 – GBP 14,533.23 (Abdurrahman Aktaş);
(f) TRL 3,404,815,000 – GBP12,539.36 (Mehmet Karabulut); and
(g) TRL 7,052,750,000 – GBP25,974.10 (Ahmet Çiçek).

III. NON-PECUNIARY DAMAGE

35. The applicants submitted that they should each be awarded GBP 20,000 in respect of non-pecuniary damage. They also claimed GBP 5,000 each for punitive damages in respect of the violation of their Convention rights.

36. The Government contended that, if an award for non-pecuniary damage was to be made, it should take into account the economic circumstances prevailing in Turkey. They pointed out in this respect that the monthly minimum wage of an adult worker is approximately GBP 53.

37. The Court considers that an award should be made under this head bearing in mind the seriousness of the violations which it has found in respect of Article 8 of the Convention, Article 1 of Protocol No. 1 and Article 25 § 1 of the Convention (see the principal judgment, *Reports* 1996 IV, p. 1215, § 88, and p. 1219, § 106).

It awards the applicants GBP 8,000 each.

38. It rejects the claim for punitive damages.

IV. COSTS AND EXPENSES

A. Article 50 proceedings

39. The applicants claim GBP 8,140 by way of costs and expenses in respect of the Article 50 proceedings.

40. The Government made no comment on this claim.

41. The Court observes that the Article 50 proceedings in the present case concerned complex questions and involved three sets of detailed observations by the applicants' legal representatives. It considers that the costs and expenses were actually and necessarily incurred and reasonable as to quantum and should be awarded in full together with any value-added tax that may be chargeable.

B. Compliance with order for costs in the principal judgment

42. The applicants complained that notwithstanding the order in the principal judgment for costs to be paid in pounds sterling, the respondent Government had paid only part of the costs owed, in equal divisions, into bank accounts opened by the authorities on behalf of each of the applicants. The sums were paid in Turkish liras some four months after the delivery of the principal judgment, on 13 January 1997. As a result the applicants state that there was a shortfall of GBP 5,681.89 as of 13 January 1997, which sum has accumulated 8% interest since.

They requested that this sum, adjusted by the interest accrued, be awarded by the Court in the present proceedings.

43. The Government did not comment on this point.

44. The Court points out that by Article 53 of the Convention the High Contracting Parties undertake to abide by the decision of the Court in any case to which they are parties. Furthermore, Article 54 provides that:

> "The judgment of the Court shall be transmitted to the Committee of Ministers which shall supervise its execution."

It considers that the issue of a shortfall in the payment of costs ordered in the principal judgment is a matter which concerns the proper execution of a judgment of the Court by the respondent State. Accordingly, it is a question which falls to be decided by the Committee of Ministers of the Council of Europe.

V. REQUEST FOR RESTORATION OF RIGHTS

45. The applicants further submitted that the Court should confirm, as a necessary implication of an award of just satisfaction, that the Government should (1) bear the costs of necessary repairs in Kelekçi to enable the applicants to continue their way of life there; and (2) remove any obstacle preventing the applicants from returning to their village.

In their view such confirmation was necessary to prevent future and continuing violations of the Convention, in particular the *de facto* expropriation of their property.

46. The Government maintained that the restoration of rights is not feasible due to the emergency conditions prevailing in the region. However, resettlement will take place when the local inhabitants feel themselves to be safe from terrorist atrocities.

47. The Court recalls that a judgment in which it finds a breach imposes on the respondent State a legal obligation to put an end to such breach and make reparation for its consequences in such a way as to restore as far as possible the situation existing before the breach (*restitutio in integrum*). However, if *restitutio in integrum* is in practice impossible the respondent States are free to choose the means whereby they will comply with a judgment in which the Court has found a breach, and the Court will not make consequential orders or declaratory statements in this regard. It falls to the Committee of Ministers acting under Article 54 of the Convention to supervise compliance in this respect (see the Papamichalopoulos and Others v. Greece judgment of 30 October 1995 (*Article 50*), Series A no. 330-B, pp. 58–59, § 34, and, as regards consequential orders, *inter alia* the Tolstoy Miloslavsky v. the United Kingdom judgment of 13 July 1995, Series A no. 316-B, p. 82, §§ 69–72).

VI. DEFAULT INTEREST

48. According to the information available to the Court, the statutory rate of interest applicable in the United Kingdom at the date of adoption of the present judgment is 8% per annum.

FOR THESE REASONS, THE COURT

1. *Dismisses* by seventeen votes to one the claim by the respondent State that an agreement had been reached with the applicants;

2. *Holds* by seventeen votes to one that the respondent State is to pay to the applicants, within three months, the following sums to be converted into Turkish liras at the rate applicable on the date of settlement
   (a) in respect of pecuniary damage:
      (i) 6,057 (six thousand and fifty-seven) pounds sterling and 85 (eighty-five) pence to Ahmet Akdivar,
      (ii) 7,205 (seven thousand two hundred and five) pounds sterling and 99 (ninety-nine) pence to Ali Akdivar,
      (iii) 32,578 (thirty-two thousand five hundred and seventy-eight) pounds sterling and 79 (seventy-nine) pence to Zülfükar Çiçek,
      (iv) 16,173 (sixteen thousand one hundred and seventy-three) pounds sterling and 44 (forty-four) pence to Abdurrahman Akdivar,
      (v) 14,533 (fourteen thousand five hundred and thirty-three) pounds sterling and 23 (twenty-three) pence to Abdurrahman Aktaş,
      (vi) 12,539 (twelve thousand five hundred and thirty-nine) pounds sterling and 36 (thirty-six) pence to Mehmet Karabulut,
      (vii) 25,974 (twenty-five thousand nine hundred and seventy-four) pounds sterling and 10 (ten) pence to Ahmet Çiçek;
   (b) in respect of non-pecuniary damage the sum of 8,000 (eight thousand) pounds sterling each;

3. *Holds* by seventeen votes to one that the respondent State is to pay to the applicants, within three months, 8,140 (eight thousand one hundred and forty) pounds sterling in respect of costs and expenses together with any value-added tax that may be chargeable;

4. *Holds* by seventeen votes to one that simple interest at an annual rate of 8% shall be payable on the above amounts from the expiry of the above-mentioned three months until settlement;

5. *Dismisses* by seventeen votes to one the remainder of the claim for just satisfaction.

Done in English and in French, and notified in writing on 1 April 1998 pursuant to Rule 55 § 2, second sub-paragraph, of Rules of Court A.

Signed: Rudolf BERNHARDT
President

Signed: Herbert PETZOLD
Registrar

In accordance with Article 51 § 2 of the Convention and Rule 53 § 2 of Rules of Court A, the dissenting opinion of Mr Gölcüklü is annexed to this judgment.

Initialled: R. B.
Initialled: H. P.

DISSENTING OPINION OF JUDGE GÖLCÜKLÜ

(*Translation*)

As I voted for non-exhaustion of domestic remedies in the principal judgment, I am dispensed from examining this case under Article 50 of the Convention.