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

FOURTH SECTION

CASE OF BAROUL PARTNER-A v. MOLDOVA

(Application no. 39815/07)

JUDGMENT
(just satisfaction – friendly settlement)

STRASBOURG

19 October 2010

This judgment is final but it may be subject to editorial revision.

In the case of Baroul Partner-A v. Moldova,

The European Court of Human Rights (Fourth Section), sitting as a Chamber composed of:

Nicolas Bratza, *President,*
Lech Garlicki,
Ljiljana Mijović,
David Thór Björgvinsson,
Ledi Bianku,
Mihai Poalelungi,
Vincent Anthony de Gaetano, *judges,*
and Lawrence Early, *Registrar,*

Having deliberated in private on 28 September 2010,

Delivers the following judgment, which was adopted on that date:

PROCEDURE

1. The case originated in an application (no. 39815/07) against the Republic of Moldova lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by a Moldovan national entity, Baroul Partner-A (“the applicant company”), a company incorporated in Moldova, on 30 August 2007.

2. In a judgment delivered on 16 July 2009 (“the principal judgment”), the Court held that the applicant company's rights guaranteed by Article 6 § 1 of the Convention and Article 1 of Protocol No. 1 to the Convention were breached as a result of the annulment by the courts of a privatisation of a quarry in which the applicant company was a majority shareholder (*Baroul Partner-A v. Moldova*, no. 39815/07, §§ 42 and 52, 16 July 2009).

3. Since the question of the application of Article 41 of the Convention was not ready for decision, the Court reserved it and invited the Government and the applicant to submit, within three months, their written observations on that issue and, in particular, to notify the Court of any agreement they might reach (ibid., § 73, and point 4 of the operative provisions).

4. On 31 May 2010 the Court received the following declaration signed by the applicant's representative:

> “I, Alexandru Gritunic, the owner of the applicant company, note that the Government of Moldova are prepared to pay the applicant company 320,000 (three hundred and twenty thousand) euros to cover any pecuniary and non-pecuniary damage incurred by the applicant with a view to securing a friendly settlement of the above-mentioned case pending before the European Court of Human Rights. The Government also offer to pay the applicant company 8,000 (eight thousand) euros to cover the representation fees.

These sums will be free of any taxes that may be applicable. The sums in euros will be converted into Moldovan lei at the rate applicable on the date of payment. The sums will be payable within three months from the date of notification of the decision taken by the Court pursuant to Article 37 § 1 of the European Convention on Human Rights. From the expiry of the above-mentioned three months until settlement simple interest shall be payable on the above amounts at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points.

I accept the proposal and waive any further claims against Moldova in respect of the facts giving rise to this application. I declare that this constitutes a final resolution of the case."

5. On 1 July 2010 the Court received the following declaration from the Government:

"I, Vladimir Grosu, Agent for the Government of Republic of Moldova, declare that the Government of Moldova offer to pay the applicant company 320,000 (three hundred and twenty thousand) euros to cover any pecuniary and non-pecuniary damage incurred by it with a view to securing a friendly settlement of the above-mentioned case pending before the European Court of Human Rights. The Government also offer to pay the applicant company 8,000 (eight thousand) euros to cover the representation fees.

These sums will be free of any taxes that may be applicable. The sums will be converted into Moldovan lei at the rate applicable on the date of payment. The sums will be payable within three months from the date of notification of the decision taken by the Court pursuant to Article 37 § 1 of the European Convention on Human Rights. In the event of failure to pay the sums within the said three-month period, the Government undertake to pay simple interest on it, from expiry of that period until settlement, at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points. The payment will constitute the final resolution of the case."

THE LAW

6. Following its principal judgment the Court has been informed that a friendly settlement has been reached between the Government and the applicant company with respect to the latter's claims under Article 41 of the Convention.

Having regard to its terms, the Court finds the agreement equitable within the meaning of Rule 75 § 4 of the Rules of Court and that it is based on respect for human rights as defined in the Convention or its Protocols (Article 37 § 1 *in fine* of the Convention and Rule 62 § 3 of the Rules of Court). Consequently, it takes formal note of the agreement and considers it appropriate to strike the remainder of the case out of the list pursuant to that provision.

7. Accordingly, the remainder of the case should be struck out of the list.

FOR THESE REASONS, THE COURT UNANIMOUSLY

1. *Takes formal note* of the agreement between the parties and the arrangements made to ensure compliance with the undertakings given therein (Rule 43 § 3 of the Rules of Court);

2. *Decides* to strike the remainder of the application out of its list of cases.

Done in English, and notified in writing on 19 October 2010, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Lawrence Early Registrar	Nicolas Bratza President