



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

SECOND SECTION

CASES OF RAŠKOVIĆ AND MILUNOVIĆ v. SERBIA

(Applications nos. 1789/07 and 28058/07)

JUDGMENT

STRASBOURG

31 May 2011

FINAL

31/08/2011

This judgment has become final under Article 44 § 2 of the Convention. It may be subject to editorial revision.

In the cases of Rašković and Milunović v. Serbia,

The European Court of Human Rights (Second Section), sitting as a chamber composed of:

Françoise Tulkens, *President*,

David Thór Björgvinsson,

Dragoljub Popović,

Giorgio Malinverni,

András Sajó,

Guido Raimondi,

Paulo Pinto de Albuquerque, *judges*,

and Françoise Elens-Passos, *Deputy Section Registrar*,

Having deliberated in private on 10 May 2011,

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

PROCEDURE

1. The case originated in two applications (nos. 1789/07 and 28058/07) against the Republic of Serbia lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by two Serbian nationals, Ms Zorica Rašković (“the first applicant”) and Ms Dana Milunović, formerly Popović, (“the second applicant”), on 14 December 2006 and 25 June 2007 respectively.

2. The first applicant was represented by Ms R. Garibović, while the second applicant was represented by Ms M. Popović and Ms R. Garibović, lawyers practising in Novi Pazar. The Serbian Government (“the Government”) were represented by their Agent, Mr S. Carić.

3. The applicants alleged that the State had infringed with their right from Article 6 § 1 of the Convention and Article 1 of Protocol No. 1 to the Convention, due to the failure to enforce final domestic judgments rendered in their favour.

4. On 1 September 2009 the President of the Second Section decided to give notice of the application to the Government. It was also decided to rule on the admissibility and merits of the application at the same time (Article 29 § 1).

THE FACTS

I. THE CIRCUMSTANCES OF THE CASE

5. The facts of the cases, as submitted by the parties, may be summarised as follows.

6. The applicants, Ms Zorica Rašković and Ms Dana Milunović, were born in 1961 and 1953 respectively and live in Novi Pazar.

7. Both applicants were employed by Pamučna predionica DOO from Novi Pazar (hereinafter “the debtor”). On 14 January 2001 and 15 May 1996 they were respectively placed on compulsory paid leave until such time when normal production could be resumed and the debtor’s business performance had improved sufficiently.

8. Whilst on this leave, in accordance with the relevant domestic legislation, the applicants were entitled to a significantly reduced monthly income, as well as the payment of their pension, disability and other social security contributions.

9. Since the debtor failed to fulfil these obligations, the applicants brought numerous separate civil claims before the Municipal Court (*Opštinski sud*) in Novi Pazar (hereinafter “the Municipal Court”).

10. On an unspecified date the debtor’s mother company (see paragraph 62 below) proposed the Redundant Employees Programme (*Program rešavanja viška zaposlenih*— hereinafter “the redundancy programme”). The redundancy programme set out the criteria for determining redundant employees and, once declared redundant, provided them with two options for benefits: to receive a single redundancy payment from the employer (*otpremnina*); or to claim monthly unemployment benefits from the social security of the State (*novčana naknada*). These benefits were provided for all employees, regardless of whether they had any other outstanding claim towards the company.

A. As regards the first applicant

1. First set of proceedings

11. On 7 October 2004 the Municipal Court ruled in favour of the applicant. On 23 December 2004 the Municipal Court supplemented this judgment, and ultimately ordered the debtor to pay to the applicant:

i. the monthly paid leave benefits (*minimalna zarada*) due from 1 August 2001 to 31 July 2004 (RSD 155,002 in all¹; EUR 2,400 at the

¹ The total sums specified in this judgment are given nominally, and any interest awarded domestically is to be calculated from the time each monthly payment became due.

relevant time²), indexed in accordance with the relevant regulations, together with statutory interest;

- ii. RSD 7,800 (EUR 100) for her legal costs; and
- iii. the pension and disability insurance contributions (“*doprinosi za penzijsko i invalidsko osiguranje*”) due from 1 January 1997 to 19 July 2004.

12. On 18 July 2005 this judgment became final.

13. On 24 December 2004 the applicant filed a request for its enforcement, in relation to the payment of paid leave benefits and costs, proposing that it be carried out either by means of a bank transfer or through auctioning the debtor’s specified movable and/or immovable assets.

14. On 24 January 2005 the Municipal Court accepted the applicant’s request and issued an enforcement order, at the same time awarding the applicant the additional amount of RSD 2,400 in respect of enforcement costs (EUR 30).

15. On 29 July 2005 the applicant filed an identical enforcement request, which was accepted on 22 September 2005. She was awarded another RSD 2,800 (EUR 35) in respect of enforcement costs.

2. *Second set of proceedings*

16. On 18 August 2005 the Municipal Court ruled in favour of the applicant and ordered the debtor to pay her:

- i. the monthly paid leave benefits due from 1 August 2004 to 30 June 2005 (RSD 70,533 in all; EUR 900), indexed in accordance with the relevant regulations, together with statutory interest;
- ii. RSD 9,750 (EUR 120) for her legal costs; and
- iii. the pension and disability insurance contributions due from 27 July 2004 to 18 August 2005.

17. The judgment of 18 August 2005 became final on 31 January 2006.

18. On 8 February 2006 the applicant filed a request for its enforcement, in relation to the payment of paid leave benefits and costs, proposing that it be carried out either by means of a bank transfer or through auctioning the debtor’s specified movable and/or immovable assets.

19. On 16 February 2006 the Municipal Court accepted her enforcement request, also awarding her RSD 2,250 (EUR 25) in respect of enforcement costs.

3. *Third set of proceedings*

20. On 13 July 2006 the Municipal Court ruled in favour of the applicant and ordered the debtor to pay her:

² The amounts in Euro are given for reference only, based on an approximate average value at the relevant time.

- i. the monthly paid leave benefits due from 1 July 2005 to 31 May 2006 (RSD 82,824,20 in all; EUR 1,000), indexed in accordance with the relevant regulations, together with statutory interest;
- ii. RSD 11,700 (EUR 140) for her legal costs; and
- iii. the pension and disability insurance contributions due from 18 August 2005 to 31 May 2006.

21. The judgment of 18 August 2005 became final on 10 August 2006.

22. On 25 August 2005 the applicant filed a request for its enforcement, in relation to the payment of paid leave benefits and costs, proposing that it be carried out either by means of a bank transfer or through auctioning the debtor's specified movable and/or immovable assets.

23. On 29 August 2006 the Municipal Court accepted her enforcement request, also awarding her RSD 2,700 (EUR 32) in respect of enforcement costs.

4. Fourth set of proceedings

24. On 26 March 2007 the Municipal Court ruled in favour of the applicant and ordered the debtor to pay her:

- i. the monthly paid leave benefits due from 1 June 2006 to 15 November 2006 (RSD 42,805 in all; EUR 500), indexed in accordance with the relevant regulations, together with statutory interest;
- ii. RSD 5,400 (EUR 65) for her legal costs; and
- iii. the pension and disability insurance contributions due from 1 June 2006 to 15 November 2006.

25. The judgment of 18 August 2005 became final on 16 April 2007.

26. On 18 May 2007 the applicant filed a request for its enforcement, in relation to the payment of paid leave benefits and costs, proposing that it be carried out either by means of a bank transfer or through auctioning the debtor's specified movable and/or immovable assets.

27. On 23 May 2007 the Municipal Court accepted her enforcement request, also awarding her RSD 2,700 (EUR 32) in respect of enforcement costs.

5. Termination of the applicant's employment

28. On 5 December 2005 the applicant made a statement, in accordance with the redundancy programme (see paragraph 10 above) whereby she opted for the single redundancy payment.

29. On 15 November 2006 the mother company issued a decision terminating the applicant's employment as of 20 November 2006, and stating that as of that date all rights and obligations arising from her employment were terminated.

30. On 21 November 2006 the mother company paid the applicant RSD 299,700 of redundancy pay, in accordance with the statement of 5 December 2005 and the decision of 15 November 2006.

31. On 9 February 2007, the contributions for pension and disability insurance for the entire period due were paid.

B. As regards the second applicant

1. First set of proceedings

32. On 22 June 2004 the Municipal Court ruled in favour of the applicant and ordered the debtor to pay her:

i. the guaranteed pay ("*garantovana zarada*") due from 15 May 1996 to 31 May 2001, and the monthly paid leave benefits due from 1 June 2001 to 31 May 2004, indexed in accordance with the relevant regulations (RSD 150,691 in all; EUR 2,100), together with statutory interest; and

ii. RSD 7,800 (EUR 210) for her legal costs.

33. On 19 July 2004 this judgment became final.

34. On 31 October 2004 the applicant filed a request for its enforcement, in relation to the payment of paid leave benefits and costs, proposing that it be carried out either by means of a bank transfer or through auctioning the debtor's specified movable and/or immovable assets.

35. On 31 October 2004 the Municipal Court accepted the applicant's request and issued an enforcement order, and awarded her RSD 3,600 (EUR 50) in respect of enforcement costs.

2. Second set of proceedings

36. On 12 January 2005 the Municipal Court ruled in favour of the applicant and ordered the debtor to pay her:

i. the monthly paid leave benefits due from 1 June 2004 to 31 October 2004, indexed in accordance with the relevant regulations (total amount of RSD 29,816; EUR 375), together with statutory interest; and

ii. RSD 9,750 (EUR 120) for her legal costs; and

iii. the pension and disability insurance contributions due from 1 September 2004 to 1 December 2004.

37. On 18 July 2004 this judgment became final.

38. On 22 July 2005 the applicant filed a request for its enforcement, proposing that it be carried out either by means of a bank transfer or through auctioning the debtor's specified movable and/or immovable assets.

39. On 26 September 2005 the Municipal Court accepted the applicant's request and issued an enforcement order, additionally awarding her RSD 3,600 (EUR 40) in respect of the costs of enforcement.

40. On 27 November 2006 the Municipal Court established that the applicant had withdrawn the part of her enforcement request regarding the payment of contributions for social and pension insurance, and terminated the enforcement of the judgment of 12 January 2005 in this part.

3. Third set of proceedings

41. On 26 April 2005 the Municipal Court ruled in favour of the applicant and ordered the debtor to pay her:

- i. the monthly paid leave benefits due from 1 June 2004 to 31 October 2004 (total of RSD 37,209; EUR 450), together with statutory interest;
- ii. RSD 9,750 (EUR 120) for her legal costs; and
- iii. the pension and disability insurance contributions due from 1 September 2004 to 1 April 2005.

42. On 20 May 2005 this judgment became final.

43. On 23 June 2005 the applicant filed a request for its enforcement, proposing that it be carried out either by means of a bank transfer or through auctioning the debtor's specified movable and/or immovable assets.

44. On 26 September 2005 the Municipal Court accepted the applicant's request and issued an enforcement order, additionally awarding her RSD 2,250 (EUR 25) in respect of enforcement costs.

45. On 27 November 2006 the Municipal Court established that the applicant had withdrawn the part of her enforcement request regarding the payment of contributions for social and pension insurance, and terminated the enforcement of the judgment of 26 April 2005 in this part.

4 Fourth set of proceedings

46. On 15 March 2006 the Municipal Court ruled in favour of the applicant and ordered the debtor to pay her:

- i. the monthly paid leave benefits due from 1 May 2005 to 31 December 2005 (total of RSD 54,464; EUR 625), together with statutory interest;
- ii. RSD 11,700 (EUR 150) for her legal costs; and
- iii. the pension and disability insurance contributions due from 1 May 2005 to 31 December 2005.

47. On 10 April 2006 this judgment became final.

48. On 19 May 2006 the applicant filed a request for its enforcement, in relation to the payment of paid leave benefits and costs, proposing that it be carried out either by means of a bank transfer or through auctioning the debtor's specified movable and/or immovable assets.

49. On 23 May 2006 the Municipal Court accepted the applicant's request and issued an enforcement order, additionally awarding her RSD 3,600 (EUR 40) in respect of enforcement costs.

5. Fifth set of proceedings

50. On 28 August 2006 the Municipal Court ruled in favour of the applicant and ordered the debtor to pay her:

- i. the monthly paid leave benefits due from 1 January 2006 to 30 April 2006 (total of RSD 31,280, EUR 375), together with statutory interest;
- ii. RSD 5,400 (EUR 65) for her legal costs; and
- iii. the pension and disability insurance contributions due from 1 January 2006 to 1 May 2006.

51. On 20 October 2006 this judgment became final.

52. On 31 October 2006 the applicant filed a request for its enforcement, in relation to the payment of paid leave benefits and costs, proposing that it be carried out either by means of a bank transfer or through auctioning the debtor's specified movable and/or immovable assets.

53. On 2 November 2006 the Municipal Court accepted the applicant's request and issued an enforcement order, additionally awarding her RSD 1,800 (EUR 20) in respect of enforcement costs.

6. Sixth set of proceedings

54. On 28 March 2007 the Municipal Court ruled in favour of the applicant and ordered the debtor to pay her:

- i. the monthly paid leave benefits due for May and June 2006 (total of RSD 17,639; EUR 220), together with statutory interest;
- ii. RSD 11,700 (EUR 150) for her legal costs; and
- iii. the pension and disability insurance contributions due from 1 May 2006 to 4 July 2006.

55. On 4 June 2007 this judgment became final.

56. On 12 June 2007 the applicant filed a request for its enforcement, in relation to the payment of paid leave benefits and costs, proposing that it be carried out either by means of a bank transfer or through auctioning the debtor's specified movable and/or immovable assets.

57. On 15 June 2007 the Municipal Court accepted the applicant's request and issued an enforcement order, additionally awarding her RSD 1,800 (EUR 20) in respect of the costs of enforcement.

7. Termination of the applicant's employment

58. On 9 December 2005 the applicant made a statement, in accordance with the redundancy programme (see paragraph 10 above) with which she opted for the single redundancy payment.

59. On 3 July 2007 the mother company issued a decision terminating the applicant's employment as of 4 July 2007, and as of that date all rights and obligations arising from her employment were terminated.

60. On 4 July 2007 the mother company paid the applicant RSD 299,700 of redundancy pay, in accordance with the statement of 9 December 2005 and the decision of 3 July 2007.

61. On 9 February 2007 the contributions for pension and disability insurance for the entire period due were paid.

C. The debtor's status

62. The debtor is a limited liability company owned by the “Raška Hoding Kompanija” (“the mother company”). As of April 2010, the debtor still consisted of predominantly socially-owned and State-owned capital.

63. On 5 November 2004 the mother company was ordered to undergo restructuring, which is still ongoing. Regardless of the formal status “under restructuring”, none of the applicants’ enforcement proceedings was ever formally suspended or terminated on these grounds.

II. RELEVANT DOMESTIC LAW AND PRACTICE

A. Relevant domestic law

64. The relevant domestic law is set out in the Court’s judgments of *R. Kačapor and Others v. Serbia* (nos. 2269/06, 3041/06, 3042/06, 3043/06, 3045/06 and 3046/06, 15 January 2008, §§ 57-82); *Vlahović v. Serbia* (no. 42619/04, §§37-47, 16 December 2008); *Crnišnin and Others v. Serbia* (nos. 35835/05, 43548/05, 43569/05 and 36986/06, 13 January 2009, §§100-104); and *EVT Company v. Serbia* (no. 3102/05, §§ 26 and 27, 21 June 2007).

B. Practice of the Constitutional Court of Serbia

65. In its decisions of 29 November 2009 and 4 December 2009, the Constitutional Court of Serbia (cases no. UŽ-95/2008 and UŽ-143/2007) examined the complaints of persons who had previously been employed with one of the companies within the “Raška” holding company, and whose employment had been terminated in accordance with the redundancy programme. The appellants had requested the Municipal Court to order the company to pay them monthly paid leave benefits. The Municipal Court and District Court in Novi Pazar had rejected their respective claims because, *inter alia*, they had already claimed their entitlement under the redundancy programme. The Constitutional Court found that the employees were entitled to enjoy the rights arising from both the redundancy programme and

the outstanding claims from their employment, prior to its termination. Thus, the bare fact that the appellants in those cases had agreed to enjoy benefits from the redundancy programme could not be interpreted to mean that they had waived the right to the monthly paid leave benefits previously due, and the courts had to examine whether those benefits had indeed been paid or not.

THE LAW

I. JOINDER OF THE APPLICATIONS

66. The Court considers that, in accordance with Rule 42 § 1 of the Rules of Court, the applications should be joined, given their similar factual and legal background.

II. ALLEGED VIOLATION OF ARTICLE 1 OF PROTOCOL NO. 1 TO THE CONVENTION

67. The applicants complained that the State had infringed their right to the peaceful enjoyment of their possessions, as guaranteed by Article 1 of Protocol No. 1 to the Convention, which in its relevant part, reads as follows:

“Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law.”

A. Admissibility

68. The Court notes that the applications are not manifestly ill-founded within the meaning of Article 35 § 3 of the Convention. It further notes that they are not inadmissible on any other grounds. They must therefore be declared admissible.

B. Merits

69. The Government contended that there had been no violation of Article 1 of Protocol No. 1 to the Convention. Apart from the arguments which have already been discussed by the Court in similar cases (see *R. Kačapor and Others*, cited above, and *Vlahović*, cited above), the

Government also submitted that since the restructuring had been ordered in the public interest, the enforcement of the judgments had been suspended in accordance with the law, as well as in line with the Court's case-law, since Article 1 of Protocol No. 1 does not guarantee a right to full compensation in all circumstances (*Lithgow and Others v. the United Kingdom*, 8 July 1986, § 121, Series A no. 102). Furthermore, they maintained that by accepting the redundancy pay from the programme, the applicants in the present cases had waived the rights arising from the judgments on their claims, as was the case with the third applicant in the *Grišević* case (*Grišević and Others v. Serbia*, nos. 16909/06, 38989/06 and 39235/06, § 52, 21 July 2009), and thus had no pecuniary entitlement.

70. The applicants maintained their claims, submitting that, apart from never having waived their rights arising from the judgments, in accordance with the practice of the Constitutional Court, they were still entitled to enjoy the rights arising from the final judgments in their cases, even though they had been granted the rights arising from the redundancy programme.

71. The Serbian Government have consistently been held responsible for the non-enforcement of judgments rendered against companies predominantly comprised of socially-owned capital (see, for example, *R. Kačapor and Others*, cited above; and *Grišević and Others*, cited above), it being understood that the same conclusion applies, *a fortiori*, in respect of companies where there has been a subsequent change in their respective capital share structure resulting in the predominance of State-owned and socially-owned capital. The Court finds no particular circumstances in the instant case which would require a departure from this case-law. In this regard, the Court has also already considered the circumstances regarding the restructuring of socially-owned companies, (see *R. Kačapor and Others*, cited above, §§ 97 and 98, and *Crnišanić and Others v. Serbia*, nos. 35835/05, 43548/05, 43569/05 and 36986/06, §§ 101-104, 13 January 2009), and finds no reason not to apply the same approach to the same arguments in this particular context. In addition, the Court considers the present case, where the impugned claim is made in relation to the non-enforcement of a judgment rendered against a socially-owned company, to be clearly distinguishable from that of *Lithgow and Others*, to which the Government referred (see paragraph 69 above). However, the argument related to the applicants' participation in the redundancy programme remains to be examined separately.

72. The Court notes that, unlike in the *Grišević* case, where the third applicant explicitly waived her rights arising from domestic judgments, the applicants in the present cases have never made such a statement. Furthermore, the Constitutional Court of Serbia, as the highest judicial authority in the State, established that mere participation in the redundancy programme could not be interpreted as giving up the rights arising from outstanding employment-related claims. That court, furthermore, found that

persons in a factual situation significantly similar to that of the present applicants were entitled to enjoy rights arising from both the final judgments in their cases and the programme (see paragraph 65 above). The Government have not submitted any arguments to the contrary. Therefore, the Court concludes that the final judgments rendered in the applicants' favour continue to represent a claim within the meaning of Article 1 of Protocol No. 1 to the Convention, while the prolonged failure of the Serbian authorities to enforce those judgments cannot be seen as being in accordance with the domestic law.

73. In the light of the above, the Court finds that there has been a breach of Article 1 of Protocol No. 1 to the Convention.

III. ALLEGED VIOLATION ARTICLE 6 § 1 OF THE CONVENTION

74. Both applicants also complained under Article 6 § 1 of the Convention about the respondent State's failure to enforce the final judgments rendered in their favour.

75. Article 6 § 1 of the Convention in its relevant part reads as follows:

"In the determination of his [or her] civil rights and obligations ... everyone is entitled to a fair hearing ... by [a] ... tribunal ..."

A. Admissibility

76. The Court notes that these complaints are linked to those examined above and must, therefore, likewise be declared admissible.

B. Merits

77. The Government merely confirmed that only the parts of the applicants' respective enforcement proceedings which were pending as of 3 March 2004 (which is when the Convention entered into force in respect of Serbia), should be examined.

78. The Court notes that on 7 October 2004 and 22 June 2004 the first judgments were rendered in the applicants' favour, while their enforcement was requested on 24 December 2004 and 31 October 2004, respectively, which are the earliest dates from which the period of non-enforcement could be observed. The respondent party ratified the Convention on 3 March 2004.

79. The Court has already held that the State is responsible for the failure to enforce final domestic judgments rendered against socially-owned companies (see *R. Kačapor and Others*, cited above, §§ 115-116; *Crnišaniin and Others*, cited above, § 123; and *Grišević and Others*, cited above, §§

68-69). It finds no reason to depart from this approach in the present case since the debtor is comprised of State and socially-owned capital (see paragraph 62 above) and the period of non-enforcement has so far lasted between three years and eleven months and six years and seven months. The Serbian authorities have thus not taken the necessary measures to enforce the judgments in question and have not provided any convincing reasons for that failure. Accordingly, there has also been a violation of Article 6 § 1 of the Convention.

IV. APPLICATION OF ARTICLE 41 OF THE CONVENTION

80. Article 41 of the Convention provides:

“If the Court finds that there has been a violation of the Convention or the Protocols thereto, and if the internal law of the High Contracting Party concerned allows only partial reparation to be made, the Court shall, if necessary, afford just satisfaction to the injured party.”

A. Damage

1. *Pecuniary damage*

81. The applicants requested that the State be ordered to pay, from its own funds, the sums awarded in respect of the outstanding monthly paid leave benefits, plus the costs of the domestic enforcement proceedings.

82. The Government considered that the payment the applicants received through the programme should be deducted from the final award under this head.

83. Considering the Government’s argument, and having regard to the violations found in the present case and its own case-law (see *R. Kačapor and Others*, cited above, §§ 123-126, and *Crnišanić and Others*, cited above, §§ 137-139), in particular bearing in mind the finding in relation to the different nature of the awards from the applicants’ judgments and the programme (see paragraph 72 above), the Court finds that the Government shall pay the applicants the sums awarded in the final judgments (see paragraphs 11, 16, 20, 24, 32, 36, 41, 46, 50 and 54 above), together with any established costs of enforcement proceedings (see paragraphs 14, 19, 23, 27, 35, 39, 44, 49, 53 and 57 above).

2. *Non-pecuniary damage*

84. The applicants claimed compensation for non-pecuniary damage as a result of the impugned non-enforcement, leaving it to the Court’s discretion as to the exact amounts to be paid under this head.

85. The Government have not contested this claim.

86. The Court takes the view that the applicants have suffered some non-pecuniary damage as a result of the violations found which cannot be made good by the Court's finding of a violation alone. Making its assessment on an equitable basis, as required by Article 41 of the Convention, the Court awards each applicant EUR 6,200 under this head.

B. Costs and expenses

87. The applicants also claimed reimbursement of the costs of the proceedings before this Court, without specifying the exact amount, leaving it to the Court's discretion.

88. The Government contested this claim.

89. Regard being had to the documents in its possession and to its case-law, the Court considers it reasonable to award the sum of EUR 600 for the proceedings before the Court.

C. Default interest

90. The Court considers it appropriate that the default interest should be based on the marginal lending rate of the European Central Bank, to which should be added three percentage points.

FOR THESE REASONS, THE COURT UNANIMOUSLY

1. *Decides* to join the applications;
2. *Declares* the applications admissible;
3. *Holds* that there has been a violation of Article 6 § 1 of the Convention;
4. *Holds* that there has been a violation of Article 1 of Protocol No. 1 to the Convention;
5. *Holds*
 - (a) that the respondent State shall, from its own funds and within three months as of the date on which this judgment becomes final, in accordance with Article 44 § 2 of the Convention, pay the amounts awarded in the final domestic judgments and enforcement orders;
 - (b) that the respondent State is to pay each applicant, within the same period, the following sums:

- (i) EUR 6,200 (six thousand two hundred euros), plus any tax that may be chargeable, for the non-pecuniary damage suffered, and
- (ii) EUR 600 (six hundred euros), plus any tax that may be chargeable to the applicants, for costs and expenses;
- (c) that the amounts specified under (b) shall be converted into the national currency of the respondent State at the rate applicable at the date of settlement;
- (d) that from the expiry of the above-mentioned three months until settlement simple interest shall be payable on the amounts specified under (b) at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points;

Done in English, and notified in writing on 31 May 2011, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Françoise Elens-Passos
Deputy Registrar

Françoise Tulkens
President