



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

FIRST SECTION

CASE OF IBRAHIMBEYOV AND OTHERS v. AZERBAIJAN

(Application no. 32380/13)

JUDGMENT

Art 1 P1 • Deprivation of property • Annulment of the applicants' title to plots of land in favour of State-owned firm necessary for the restoration of legality
• Possibility to seek compensation in various forms open to the applicants • Fair balance struck between competing interests

STRASBOURG

16 February 2023

FINAL

16/05/2023

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

In the case of Ibrahimbeyov and Others v. Azerbaijan,

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

Marko Bošnjak, *President*,

Péter Paczolay,

Alena Poláčeková,

Lətif Hüseynov,

Gilberto Felici,

Erik Wennerström,

Raffaele Sabato, *judges*,

and Renata Degener, *Section Registrar*,

Having regard to:

the application (no. 32380/13) against the Republic of Azerbaijan lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by three Azerbaijani nationals (“the applicants” – see the Appendix), on 3 May 2013;

the decision to give notice to the Azerbaijani Government (“the Government”) of the complaints under Article 6 of the Convention (concerning alleged lack of reasoned decision) and Article 1 of Protocol No. 1 to the Convention and to declare the remainder of the application inadmissible;

the parties’ observations;

Having deliberated in private on 24 January 2023,

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

INTRODUCTION

1. The application concerns the annulment of the applicants’ title to plots of land without any compensation and raises issues mainly under Article 1 of Protocol No. 1 to the Convention.

THE FACTS

2. The applicants’ details are set out in the Appendix. They were represented by Mr F. Agayev, a lawyer based in Azerbaijan.

3. The Government were represented by their Agent, Mr Ç. Əsgərov.

4. The facts of the case may be summarised as follows.

5. On 16 May 1962 the Baku City Council of Workers’ Deputies (predecessor of the Baku City Executive Authority) issued a decision allocating a certain area of land in Baku to the Bibiheybat Oil and Gas Exploitation Entity (“the Bibiheybat OGEE” – formerly 26 Baku Commissars Oil and Gas Exploitation Entity) for its use. The Bibiheybat OGEE later became a subsidiary of the State Oil Company of the Azerbaijan Republic (SOCAR), which was established in 1992.

6. On 29 July 1999 the head of the Baku City Executive Authority (“the BCEA”) issued an order indicating the return of 266.05 ha of land from the Bibiheybat OGEE to the BCEA (this order was later quashed by the BCEA’s order of 29 April 2010).

7. On 26 September 2000 the head of the BCEA issued an order allocating 198.62 ha of land to the Sabail Municipality (“the Municipality”). The Government submitted that this order did not concern the plots of land in question in the present case (see paragraphs 8-9 below).

8. On 30 December 2004 the Municipality issued three orders (*sərəncam*) concerning the sale of (i) a plot of land of 0.06 ha (“the first plot of land”) to N.G.; (ii) a plot of land of 0.0585 ha (“the second plot of land”) to M.M.; and (iii) a plot of land of 0.06 ha (“the third plot of land”) to the first applicant. The purchase price for each plot of land was 960 Azerbaijani manats (AZN) – approximately 720 euros (EUR) at the relevant time.

9. On 29 October 2006 the Municipality issued a decision (*qərar*) concerning the sale of a plot of land of 0.18 ha (“the fourth plot of land”) to the first applicant for AZN 7,488 (approximately EUR 6,420 at the relevant time).

10. On 27 November 2006 the State Land and Cartography Committee (“the SLCC”) issued cadastral plans in respect of the plots of land.

11. On 14-15 December 2006 the State Register of Immovable Property (“the SRIP”) issued a certificate of ownership to N.G., M.M. and the first applicant in respect of their plots of land.

12. On 17 December 2008 the Main Department of Architecture and Town Planning of the BCEA approved the topographical map of the land that was in permanent use by the Bibiheybat OGEE.

13. On 23 July 2009 the second applicant entered into a swap agreement with N.G. and obtained the first plot of land, transferring her four-room flat of 230 sq. m to N.G. in return. The agreement stated that the parties valued the plot of land and the flat, each, at AZN 300,000 (approximately EUR 262,600 at the relevant time).

14. On the same day M.M. concluded a deed of gift with the first applicant and transferred the second plot of land to him.

15. On 22 August and 15 September 2009 the SRIP issued certificates of ownership to the first applicant in respect of the second plot of land, and to the second applicant in respect of the first plot of land.

16. On 5 November 2009 the first applicant concluded a deed of gift with the third applicant and transferred the third plot of land to her. On 10 December 2009 the SRIP issued a certificate of ownership to the third applicant in respect of that land.

17. Thus, as of 10 December 2009, the first applicant owned the second and fourth plots of land, the second applicant owned the first plot of land, and the third applicant owned the third plot of land.

18. On various dates in 2009, the BCEA approved plans submitted by the applicants for the construction of houses on the plots of land. It appears from the case file that those houses were intended to be part of a cinema centre to be built on the plots of land in question. On an unspecified date in 2009 the construction work started.

19. According to the applicants, starting from October 2009 the representatives of SOCAR (see paragraph 5 above) entered the plots of land and hindered the construction works, occupying their land.

20. On 13 May 2010 the applicants brought a claim in the Sabail District Court against SOCAR, complaining about its occupation of their plots of land.

21. On 16 June 2010 SOCAR lodged a counterclaim against the applicants and the SRIP, seeking the annulment of the applicants' certificates of ownership, arguing that the plots of land were being lawfully used by its subsidiary, the Bibiheybat OGEE. On an unspecified date SOCAR amended its claim indicating the Municipality as additional defendant and asking the court to declare null and void the orders and the decision issued by it (see paragraphs 8-9 above), other relevant acts on allocation of the land as well as the swap agreement and deeds of gift (see paragraphs 13-14 and 16 above).

22. On 31 January 2012 the applicants amended their initial claim, requesting in addition compensation in respect of pecuniary (actual damage and lost profit) and non-pecuniary loss incurred as a result of the alleged unlawful actions of SOCAR. They argued, without providing any supporting documents, that they had already spent money on preliminary planning works and on purchase of construction materials. The applicants also submitted an expert report by MBA Ltd, which concluded that on 25 January 2012 the market value of the fourth plot of land was AZN 2,160,600 (approximately EUR 2,110,500 at the relevant time). They argued that having regard to the fact that the other plots of land were adjacent to that land and were of the same quality, the total market value of all plots of land was AZN 4,320,000 (approximately EUR 4,220,900 at the relevant time). However, it appears that the applicants asked the court to award them the amounts for the actual damage and lost profit only in respect of the pecuniary damage, because they were "hoping" that the court would order the return of the plots of land to them.

23. By a letter of 13 March 2012, sent in reply to an enquiry from the Sabail District Court, the Municipality informed the court that the plots of land in question were not in its ownership and that there were no documents attesting to the allocation of those plots of land to the Municipality.

24. It appears that, at the court hearing held on 16 March 2012 before the Sabail District Court, the representative of the SLCC (see paragraph 10 above) submitted that the Municipality had allocated the plots of land in question in agreement with the BCEA, and that those lands were municipal lands. On the same day, relying mainly on Articles 2.3, 2.4, 8.0.1 and 15.1.4

of the Law on State Register of Immovable Property (see paragraphs 33-35 below), the Sabail District Court dismissed the applicants' claim. It held that the Bibiheybat OGEE, a subsidiary of SOCAR, had been allocated a certain area of land, including the plots of land in question, for its permanent use in 1962 in accordance with the legislation in force at the material time. It was industrial land and there were no documents in the case file showing that the classification of that land had been changed. The court further referred to the letter of 13 March 2012 from the Municipality, informing it that the land in question was not in the Municipality's ownership and that it had no documents attesting to the allocation of that land to it. The court therefore declared invalid the certificates of ownership and related decisions, contracts and plans issued to the applicants.

25. The applicants appealed, arguing, *inter alia*, that (i) the decision of 1962 was not a proper document confirming property rights over the plots of land and that SOCAR did not have any title deed in respect of the land in accordance with the Land Codes of 1970, 1991 and 1999; (ii) the territory covering the plots of land had already been returned to the BCEA, which had allocated it to the Municipality; (iii) even if SOCAR had property rights over the plots of land, the applicants were bona fide acquirers, and, if there had been any wrongdoing, this was imputable to the State authorities and not the applicants; and (iv) the judgment of the court was silent as to the damage incurred by the applicants as a result of SOCAR's occupation of the plots of land.

26. On 27 July 2012 the Baku Court of Appeal dismissed the applicants' claims, including those for damages. It appears that summons to the hearing were sent to M.M. and N.G., but they failed to appear. The letter addressed to N.G. was returned undelivered with a note "does not live at this address". In addition to the reasoning of the first-instance court, the appellate court referred to Article 337.5 of the Civil Code and held that since the two deeds of gift of 23 July 2009 and 5 November 2009 (see paragraphs 14 and 16 above) were gratuitous agreements concerning plots of land in the State's ownership, there had been no legal consequences for the parties to those deeds. As to the swap agreement of 23 July 2009 (see paragraph 13 above), the court held that since there was no information in the case file about the current owner of the flat which was the subject of the contract, the consequences of the annulment of the contract should not be applied in respect of that flat, and the second applicant had the right to lodge a separate claim.

27. On 4 December 2012 the Supreme Court dismissed a cassation appeal by the applicants. In addition to the above-mentioned provisions, it relied also on Article 19 of the Civil Code (see paragraph 28 below).

RELEVANT LEGAL FRAMEWORK AND PRACTICE

I. THE 2000 CIVIL CODE

28. Article 19 of the Code provides that an act by a State or local authority that does not comply with civil legislation and violates the civil rights and interests of an individual or a legal person may be declared invalid by a court.

29. Article 149.2 of the Code provides that if the registration of a right to property is unfounded, any person whose rights are affected by such registration may bring proceedings for its invalidation or modification. Claims for compensation may be brought in respect of any damage sustained as a result. In that event, the rights of bona fide third parties stemming from the registration are reserved.

30. Article 337.5 of the Code provides that if a transaction has been declared invalid, each party must return to the other party everything it has received as part of that transaction. If the return is impossible in kind, its cost must be reimbursed.

31. Under Article 1100 of the Code, any damage sustained by a physical or legal person as a result of an act by the State or local authority that is contrary to the law or other legal acts must be reimbursed by the State or the relevant municipality.

II. THE LAW ON ADMINISTRATIVE PROCEDURE OF 21 OCTOBER 2005

32. Article 89 of the Law, which came into force on 1 January 2011, provides that the relevant administrative authority is responsible for the damage caused to a person as a result of its unlawful decisions or acts in the manner determined by the Civil Code. A person can contest before the courts the administrative authority's refusal to pay compensation.

III. THE LAW ON STATE REGISTER OF IMMOVABLE PROPERTY OF 29 JUNE 2004

33. Articles 2.3 and 2.4 of the Law provide that a registered right over an immovable property can be disputed and that such disputes are resolved by courts.

34. Under Article 8.0.1 of the Law, acts adopted by the executive power and municipal bodies in accordance with law on alienation, lease, use or mortgage of immovable property belonging to the State or municipalities, are considered as a ground for the State registration of the rights over an immovable property, their transfer or termination.

35. Under Article 15.1.4 of the Law, invalidation of an act adopted by the municipality is a ground for refusing the State register of rights over an immovable property.

IV. CASE-LAW OF THE SUPREME COURT

36. In a series of judgments (for example, in cases nos. 2-1(102)-533/2021 of 31 March 2021, 2-1(102)-1503/2021 of 4 August 2021, 2-1(102)-836/2022 of 13 June 2022 and 2-1(102)-1312/2022 of 6 October 2022) which concerned plaintiffs' compensation claims against different State authorities for breach of their right to property, the administrative board of the Supreme Court, relying, *inter alia*, on Article 89 of the Law on Administrative Procedure (see paragraph 31 above) and Article 1100 of the Civil Code (see paragraph 32 above), upheld the lower court's judgments awarding pecuniary and/or non-pecuniary damage.

THE LAW

I. PRELIMINARY ISSUE

37. The Court notes at the outset that the first applicant, Mr Rustam Ibrahimbeyov, died while the application was pending before the Court and that his son, Mr Fuad Ibrahimbeyov, has expressed his wish to continue the proceedings before the Court.

38. The Court notes that in various cases in which an applicant has died in the course of the Convention proceedings, it has taken into account the statements of the applicant's heirs or of close family members expressing the wish to pursue the proceedings before the Court. The Court has accepted that the next-of-kin or heir may in principle pursue the application, provided that he or she has sufficient interest in the case (see *Mammadov and Others v. Azerbaijan*, no. 35432/07, § 80, 21 February 2019, with further references). In view of the above and having regard to the circumstances of the present case, the Court accepts that the first applicant's son, Mr Fuad Ibrahimbeyov, has a legitimate interest in pursuing the application in the late applicant's stead. However, for reasons of convenience, the text of this judgment will continue to refer to Mr Rustam Ibrahimbeyov as "the first applicant".

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

39. Relying on Article 6 of the Convention and Article 1 of Protocol No. 1 to the Convention, the applicants complained that they had been unlawfully deprived of their plots of land without any compensation and that the domestic courts' decisions in that respect had not been reasoned. The Court,

being master of the characterisation to be given in law to the facts of the case, will examine the complaints solely under Article 1 of Protocol No. 1 to the Convention, which 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.

The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deems necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties.”

A. Admissibility

40. The Government did not dispute the applicability of Article 1 of Protocol No. 1 to the Convention. Under the Court’s case-law, “possessions” within the meaning of Article 1 of Protocol No. 1 to the Convention may be either “existing possessions or assets”, including claims, under certain conditions. According to the decisions of the domestic courts, it appears that the applicants’ title to the plots of land was considered void *ab initio*, which had the effect that they were considered never to have owned them. The Court considers that the applicants had a “possession” within the meaning of Article 1 of Protocol No. 1 to the Convention even if their title was declared null and void *ab initio*. The applicants possessed the plots of lands and were considered their owners for all legal purposes (compare *Gashi v. Croatia*, no. 32457/05, § 38, 13 December 2007, and *Vukušić v. Croatia*, no. 69735/11, § 48, 31 May 2016).

41. The Government did not claim that the application was inadmissible for failure to exhaust domestic remedies or any other reason. The Court notes that the complaint under examination is neither manifestly ill-founded nor inadmissible on any other grounds listed in Article 35 of the Convention. It must therefore be declared admissible.

B. Merits

1. The parties’ arguments

42. The applicants presented similar arguments to those submitted before the domestic courts (see paragraph 25 above), reiterating in particular that SOCAR did not have any property rights over the land in question. The applicants disputed the Government’s argument as to the lawfulness of the deprivation (see paragraph 43 below), arguing that Article 19 of the Civil Code was a “reference rule” and that Articles 2.3 and 2.4 of the Law on State Register of Immovable Property prescribed general rules on challenging registered rights over an immovable property. They argued that their deprivation of the plots of land without any compensation had imposed an

excessive individual burden on them. In reply to the Government's argument that the applicants could lodge a claim against the Municipality (see paragraph 43 below), the applicants alleged that the Government attempted to shift the responsibility for the actions of the SOCAR and the domestic courts to the Municipality and that this was "against the law".

43. The Government submitted that the land in question was used by SOCAR as a result of the 1962 decision, and that the map approved in 2008 by the Main Department of Architecture and Town Planning of the BCEA had confirmed that the land in question was within the area assigned to the Bibiheybat OGEE. They further submitted that the land in question had never been in the Municipality's ownership and that the sale to the applicants and other third persons had thus been unlawful. They argued that the annulment of the applicant's title and all the related documents had been in accordance with Article 19 of the Civil Code and Articles 2.3 and 2.4 of the Law on State Register of Immovable Property.

44. The Government further argued that since the plots of land were located in the Bibiheybat settlement, which was famous for its numerous oil wells, the applicants could have conducted a "more detailed verification" of the Municipality's right to sell that land. As regards the compensation, they (i) reiterated the domestic courts' position as regards the deeds of gift (see paragraph 26 above); (ii) noted that "the parties had the right to lodge a separate claim with respect to the swap agreement"; and (iii) that the applicants had also the right to lodge separate claims against the Municipality.

2. *The Court's assessment*

45. In the present case, the applicants' certificates of ownership were annulled in the course of the civil proceedings they initiated against SOCAR, a State-owned firm (compare *Vukušić*, cited above, § 48, and *Tokel v. Turkey*, no. 23662/08, §§ 59-62, 9 February 2021, and contrast *Kanevska v. Ukraine* (dec.), no. 73944/11, § 45, 17 November 2020). The annulment of the applicants' certificates of ownership in favour of the State-owned firm constituted an interference with their right to property which must be considered a deprivation of possessions. Accordingly, the second rule of Article 1 of Protocol No. 1 to the Convention applies (see *Bogdel v. Lithuania*, no. 41248/06, § 55, 26 November 2013, and *Semenov v. Russia*, no. 17254/15, § 53, 16 March 2021, with further references).

46. It must be ascertained whether the deprivation of possessions was lawful and effected in the public interest and whether it pursued a legitimate aim by means reasonably proportionate to the aim sought to be realised.

47. As regards lawfulness, the Court notes that the domestic courts established that the plots of land in question belonged to the State and were in permanent use by the Bibiheybat OGEE, SOCAR's subsidiary, and that the Municipality did not have the right as such to sell them. As to the applicants' argument that SOCAR did not have any rights to the land in

question, the Court reiterates that it is primarily for the national authorities, notably the courts to interpret and apply domestic law. While it is not bound by the findings of domestic courts and remains free to make its own appreciation in the light of all the material before it, in normal circumstances it requires cogent elements to lead it to depart from the findings of fact reached by the domestic courts (see *Cherkun v. Ukraine* (dec.), no. 59184/09, § 66, 12 March 2019). In the present case, the courts held that the land in question had been allocated to the Bibiheybat OGEE as a result of the 1962 decision in accordance with the legislation in force at the material time. It is true that the representative of the SLCC submitted at the first-instance court hearing that the plots of land in question were municipal lands (see paragraph 24 above). However, the Municipality itself, in its letter addressed to the first-instance court, admitted that it did not have any documents attesting to the allocation of the land in question to it (see paragraph 23 above). In such circumstances, and in the absence of any relevant documents showing the contrary, the Court finds no cogent elements to question the conclusion reached by the domestic courts in this regard.

48. It follows that the interference with the applicants' property rights was a lawful consequence of the application of the relevant domestic provisions. It was aimed at securing the respect for the rule of law and was thus in the public interest (compare *Vukušić*, cited above, § 59).

49. As to the proportionality of the measure, Article 1 of Protocol No. 1 requires of any interference that there should be a reasonable relationship of proportionality between the means employed and the aim pursued. This fair balance will be upset if the person concerned has to bear an individual and excessive burden. When analysing proportionality, the Court takes into account, among other things, the conduct of the authorities and the behaviour of the applicant concerned (see *Gavrilova and Others v. Russia*, no. 2625/17, § 74, 16 March 2021).

50. In the instant case, the plots of land were sold to the first applicant and two other individuals by the Municipality in 2004-06 (see paragraphs 8-9 above). They were then issued with cadastral plans by the SLCC and ownership certificates by the SRIP (see paragraphs 10-11 above). Following the swap agreement and deeds of gift, the first, second and third applicants became owners of the second, first and third plot of land respectively and were issued with ownership certificates too (see paragraphs 15-16 above). In 2009, the BCEA authorised the applicants to carry out construction work on the plots of land in question (see paragraph 18 above).

51. The Court observes that the domestic courts never established that the applicants had acted in bad faith or that they had otherwise acted unlawfully when obtaining the relevant plots of land (contrast *Belova v. Russia*, no. 33955/08, §§ 16 and 40, 15 September 2020, and compare *Gavrilova and Others*, cited above, § 83). At the same time, they did not address the applicants' subsidiary argument that as bona fide acquirers of the plots of

land, they could not be held responsible for the State authorities' mistake. The courts confined themselves to finding that the Municipality did not have the right to sell the plots of land in question (see paragraphs 26-27 above).

52. The Court also notes that the State authorities which issued the relevant documents and authorisations to the applicants apparently did not detect the irregularities later established by the courts concerning the sale of the plots of land in question (compare *Seregin and Others v. Russia*, nos. 31686/16 and 4 others, § 99, 16 March 2021). Therefore, it does not find particularly substantiated the Government's statement that a "more detailed verification" by the applicants could have revealed to them that the Municipality did not have the right to sell the plots of land in question, when several competent State authorities failed to notice that aspect. It is worth noting that, despite having approved the topographical map of the land in permanent use by the Bibiheybat OGEE in 2008, which, as submitted by the Government (see paragraph 43 above), also included the plots of land in dispute, the BCEA authorised the applicants to carry out construction work in 2009 on those plots of land in their capacity of owners. In such circumstances, the Court considers that the situation at hand, which resulted in nullification of the applicants' title to the plots of land, was attributable to the State authorities (see *Velikovi and Others v. Bulgaria*, nos. 43278/98 and 8 others, § 186, 15 March 2007).

53. The Court has on many occasions emphasised the particular importance of the principle of "good governance". This principle should not, as a general rule, prevent the authorities from correcting occasional mistakes, even those resulting from their own negligence. However, the need to correct an old "wrong" should not disproportionately interfere with a new right which has been acquired by an individual relying on the legitimacy of the public authority's action in good faith. The risk of any mistake made by the State authority must be borne by the State itself and the errors must not be remedied at the expense of the individuals concerned. In the context of revoking ownership of a property transferred erroneously, the good governance principle may not only impose on the authorities an obligation to act promptly in correcting their mistake, but may also necessitate the payment of adequate compensation or another type of appropriate reparation to its former bona fide holder (see *Beinarovič and Others v. Lithuania*, nos. 70520/10 and 2 others, §§ 139-40, 12 June 2018, with further references).

54. In the assessment whether adequate compensation was available to the applicants, the Court must have regard to the particular circumstances of each case, including the amounts received and losses incurred and, as the case may be, the availability of compensation and the practical realities in which the applicants found themselves (see *Velikovi and Others*, cited above, § 231, and *Pavlinović and Tonić v. Croatia* (dec.), nos. 17124/05 and 17126/05, 3 September 2009).

55. The Court notes that in the instant case the applicants have not been awarded any compensation. The appellate court mentioned in its judgment that the second applicant could lodge a separate claim in respect of the flat which was subject of the swap agreement (see paragraph 26 above). The Court must also examine whether other possibilities for claiming compensation existed under domestic law.

56. Article 89 of the Law on Administrative Procedure and Article 1100 of the Civil Code provided for the possibility to claim damages sustained as result of an unlawful act by a State or local authority (see paragraphs 31-32 and 36 above). The Court observes that the fourth plot of land was directly purchased from the Municipality by the first applicant. However, he has never brought any proceedings against the Municipality asking for the reimbursement of the purchase price or any other damage sustained as a result of his reliance on the wrongful allocation of the plot of land to him. It is also significant that the first applicant never asked the domestic courts for reimbursement of the purchase price paid for the plot of land in the course of the proceedings he instituted against SOCAR (see paragraphs 22 and 25 above; compare *Pavlinović and Tonić*, cited above). The Court observes that, in fact, the applicants' claim before the domestic courts was limited to demanding the return of the plots of land and they did not ask for compensation in case the domestic courts decided not to order the return of those plots of land to them.

57. As to the first plot of land obtained by the second applicant through the swap agreement in 2009, the domestic courts decided, in respect of the flat she had exchanged for the land, not to apply Article 337 of the Civil Code – the provision allowing, *inter alia*, the return of title to property transferred under a void transaction - because there was no information concerning the current owner of the flat. While it is not clear why such information could not be obtained by the courts by a simple request to the relevant authority, the Court observes that the appellate court noted in its decision that the second applicant had a right to lodge a separate claim (see paragraph 26 above). The applicant did not argue that she had not had such an opportunity under domestic law (compare *Kanevska*, cited above, § 49) and failed to explain why she had never attempted to claim back the flat.

58. As to the second and third plots of land, it is clear that there was no purchase price to be reimbursed as they had been obtained by the first and third applicants through deeds of gift in 2009. As to reimbursement of any investment made by all applicants, if it is considered that the existence of such a possibility is to be taken into consideration in the analysis of proportionality in the particular circumstances of the case, the Court observes that before the domestic courts the applicants claimed certain sums which included expenses for preliminary planning works and purchase of construction materials. However, those claims were directed against SOCAR and the domestic courts dismissed them as unsubstantiated. Moreover, the applicants had neither

given a detailed description of the works done nor provided any supporting documents substantiating the alleged expenses either before the domestic courts or the Court. The applicants did not argue that there was any obstacle preventing them from lodging substantiated claims for any damages related to the investment made on the plots of land in question through a separate action.

59. In sum, the Court finds that the possibility to seek compensation in respect of all four plots of land was available to the applicants (compare *Pavlinović and Tonić*, cited above) and they have not substantiated any argument showing that such compensation, if it had been duly sought, would not have been adequate.

60. In these circumstances, despite the domestic courts' failure to take into account the fact that the nullification of the applicants' title to the plots of land was attributable to omissions on the part of the State administration, the Court, seeing that the nullification was necessary for the restoration of legality and that the possibility to seek compensation in various forms was open to the applicants at the relevant time, considers that the interference with the applicants' rights under Article 1 of Protocol No. 1 did not breach the requirement under that provision that a fair balance must be struck between the individual's Convention rights and the public interest.

61. It follows that there has been no violation of Article 1 of Protocol No.1.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Declares* the complaint under Article 1 of Protocol No. 1 to the Convention admissible;
2. *Holds* that there has been no violation of Article 1 of Protocol No. 1 to the Convention.

Done in English, and notified in writing on 16 February 2023, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Renata Degener
Registrar

Marko Bošnjak
President

APPENDIX

List of applicants:

Application no. 32380/13

No.	Applicant's Name	Year of birth
1.	Rustam IBRAHIMBEYOV	1939 Baku
2.	Shohrat IBRAHIMBEYOVA	1966 Baku
3.	Lala AFANDIYEVA	1941 Baku