



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

FOURTH SECTION

CASE OF STOENESCU v. ROMANIA

(Application no. 14166/19)

JUDGMENT

Art 6 § 1 (civil) • Fair hearing • Domestic courts' dismissal of applicant's claim for reimbursement of and/or exemption from further payment of court fees in respect of action dismissed before trial after out-of-court settlement • No "profound and long-standing" differences in the domestic case-law on the interpretation of the law on court fee reimbursement • Outcome not arbitrary or manifestly unreasonable and in line with requirement of applicant contributing in a reasonable amount to the costs of the action

STRASBOURG

28 February 2023

FINAL

28/05/2023

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

In the case of Stoenescu v. Romania,

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

Gabriele Kucsko-Stadlmayer, *President*,

Tim Eicke,

Faris Vehabović,

Branko Lubarda,

Armen Harutyunyan,

Anja Seibert-Fohr,

Ana Maria Guerra Martins, *judges*,

and Ilse Freiwirth, *Deputy Section Registrar*,

Having regard to:

the application (no. 14166/19) against Romania lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by a Romanian national, Mr Vlad Stoenescu (“the applicant”), on 6 March 2019;

the decision to give notice to the Romanian Government (“the Government”) of the complaints under Article 6 § 1 of the Convention and under Article 1 of Protocol No. 1 to the Convention, in relation to proceedings concerning reimbursement and/or exemption from the further payment of court fees when the main proceedings had already terminated on the basis of the parties’ agreement, and to declare inadmissible the remainder of the application;

the parties’ observations;

Having deliberated in private on 7 February 2023,

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

INTRODUCTION

1. The present case concerns the applicant’s complaints that the proceedings concerning his claims for the reimbursement of and/or exemption from the further payment of court fees (when the main proceedings had already terminated on the basis of the parties’ agreement) had been unfair and had had a disproportionate impact on his property rights in so far as he had been bound to pay the court fees in full, even though his action had been dismissed as devoid of any purpose at the very first hearing. It raises issues under Article 6 § 1 of the Convention as well as under Article 1 of Protocol No. 1 to the Convention.

THE FACTS

2. The applicant was born in 1966 and lives in Bucharest. He was represented by Ms P. Corduneanu, a lawyer practising in Bucharest.

3. The Government were represented by their Agent, Ms O. Ezer, of the Ministry of Foreign Affairs.

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

I. PARTITION PROCEEDINGS

5. On 9 April 2012 the applicant and M.S. divorced, after several years of marriage, during which they had become joint owners of, *inter alia*, two immovable properties located in Bucharest.

6. On 8 September 2017 the applicant brought an action in the Bucharest District Court, seeking the partition of the immovable property that he owned together with his former wife.

7. On 12 September 2017 the court notified the applicant of his obligation to pay stamp duty in the amount of 42,419.2 RON (approximately 9,220 EUR), which amounted to 5% of the value of the property to be divided, as required by Article 5 of Emergency Government Ordinance no. 80/2013 on the payment of stamp duty (hereinafter “EGO no. 80/2013” – see paragraph 17 below).

8. On 19 September 2017 the applicant lodged a request to be allowed to pay the stamp duty in twenty monthly instalments. His request was allowed on 2 October 2017, the court finding that on the basis of the level of his monthly income, he did not qualify for an exemption or a reduction on the amount due as stamp duty, but that he did qualify to be allowed to pay in instalments.

9. On 10 October 2017 the applicant and M.S. signed an agreement before a notary regarding the voluntary partition of their common property – namely two immovable properties located in Bucharest. The notary fees paid by the parties amounted to RON 565.25 (including VAT – approximately EUR 120), while the taxes corresponding to the registration of the two properties in the Land Register as belonging, respectively, to the applicant and to M.S. amounted to RON 677 RON (approximately EUR 150).

10. On 10 November 2017 the parties were notified of the time of the first hearing, which was set by the court for 18 January 2018.

11. On 18 January 2018, at the first and only hearing in the case, the District Court took note of the parties’ request that their voluntary agreement on the partition of their property (see paragraph 9 above) be taken into account; consequently, it dismissed the applicant’s action as devoid of any purpose.

II. REIMBURSEMENT OF THE COURT FEES PROCEEDINGS

12. On 16 April 2018 the applicant lodged a separate claim for the reimbursement of the court fees already paid and the cancellation of the

remaining payments. He relied on the provisions of Article 45 § 1 (c) of EGO no. 80/2013 (see paragraph 19 below).

The applicant argued that as a principle, by providing for the possibility to have stamp duty reimbursed to petitioners in certain circumstances, the State aimed to prevent those petitioners from incurring material harm when their legal actions became devoid of any purpose. He further indicated that his action had been dismissed as devoid of any purpose as a result of the legal provisions preventing a claimant from lodging claims for the partition of property with the court once those claims had been settled in non-contentious proceedings. He submitted one decision delivered by another county court in which similar claims relating to the reimbursement of court fees had been allowed (see paragraph 25 (b) below).

13. On 23 April 2018, the Bucharest District Court of the Third District dismissed the applicant's request for reimbursement. The court noted that the situations provided for by Article 23 § 1 of Law no. 146/1997 (see paragraph 19 below) in respect of the reimbursement of stamp duty were subject to a restrictive interpretation, being exceptions to the rule that judicial expenses were non-refundable. Emphasising the fact that the applicant's case had been dismissed as devoid of any purpose (given that the parties had agreed to divide their common property), the court concluded that the judicial outcome had been determined by the will of the parties, and not as a result of any legislative interference (that is, legal provisions); hence, the Article relied on by the applicant was not applicable to the instant case.

14. On 9 May 2018 the applicant appealed. He argued that although a litigant had an obligation to contribute (by paying stamp duty) to the costs incurred by the State in administering justice, it was the obligation of the State to reimburse that stamp duty if the service in question was no longer provided.

The applicant submitted that the court had interpreted the law erroneously, in so far as the meaning of "as a result of certain legal provisions" (see paragraph 19 below) could not be limited to legislative interference. In that connection, he indicated that the provisions of Article 45 § 1 (c) of EGO no. 80/2013 (see paragraph 19 below) were applicable to his case, because his claim had been dismissed as devoid of any purpose as a result of the legal provisions that had bound the judge to take note of the voluntary agreement reached by the parties, in so far as once the division of property had been agreed upon in non-contentious proceedings, the law had prevented the court from giving a ruling on the same matter in contentious proceedings. Indeed, mediation in respect of civil matters, or the non-contentious settling thereof, were possibilities made available under the law to claimants, who were encouraged to make use of them so as to ease the burden of the courts.

Lastly, the applicant argued that before a notary he had paid all the legal fees and taxes arising from the division of the marital property and from the registration of that property in the Land Registry (see paragraph 9 above);

hence, he should not be obliged to again pay taxes to the State in respect of the same matter, as that would amount to double taxation.

15. On 2 October 2018 the Bucharest County Court dismissed the applicant's appeal and upheld the first-instance court's decision; the appellate court confirmed the applicant's obligation to pay the fees in full, holding that the situation mentioned by him – namely, the fact that the case had been terminated before the first hearing because the parties had settled out of court – did not fall among the kinds of situation set out in the law as justifying the reimbursement or cancellation of court fees.

16. By 9 September 2021, when the applicant submitted his observations to the Court, he had already paid the full amount of RON 42,419.2 in court fees in respect of his litigation.

RELEVANT LEGAL FRAMEWORK AND PRACTICE

I. DOMESTIC LEGISLATION

A. EGO no. 80/2013 on stamp duty

17. Article 5 §1 (f) of EGO no. 80/2013 on stamp duty provides that in respect of an application for partition, the required stamp duty is calculated so as to amount to 5% of the value of the estate to be divided.

18. Article 11 § 1 (a) provides that in respect of those applications in which the parties request that a court give a judgment confirming an agreement between parties (including when it is given in the course of mediation procedures), if that agreement relates to the partition of property, then stamp duty of 50% of the amount of the fee calculated in accordance with Article 5 shall be owed.

19. Article 45 – which largely reiterates the wording of Article 23 of the previous Law no. 146/1997 on stamp duty (which was in force until 28 June 2013) – states in its relevant parts as follows:

“(1) Sums paid by way of stamp duty shall be refunded – as the case may be, in full, in part or proportionally – at the request of the applicant, in the following situations:

- (a) where the fee paid had not been due;
- (b) where more than the legal amount has been paid;
- (c) where the action or application becomes devoid of any purpose in the course of proceedings as a result of certain legal provisions [*ca urmare a unor dispozitii legale*];
- (d) when the claim in respect of which all stamp duty was paid was ... withdrawn by the claimant before the other party had been notified [of that claim] ...

(2) in respect of the situation under (d) above, the reimbursement shall cover 50% of the stamp duty ...”

Under paragraph 3 of the same Article, the right to claim reimbursement of stamp duty was to be exercised within one year of the moment at which it became relevant/applicable (*data naşterii sale*).

B. The Mediation Act (Law no. 192/2006)

20. Under Article 61 § 1 of the Mediation Act, if a dispute has been brought to trial, its settlement through mediation may [still] take place at the initiative of the parties or upon a proposal made by any of them or at the recommendation of the court hearing the case. Article 63 provides that when such a dispute has been settled by means of mediation, the court shall deliver (upon a request lodged by the parties) a decision acknowledging the settlement, and ordering (if so requested by the interested party) the reimbursement of the judicial stamp fee – except in cases where the resolved conflict relates to, *inter alia*, the transfer of a property right or the partition of property, in which case 50% of the tax paid shall be refunded.

C. Civil Code

21. Article 320 of the Civil Code deals with the division of commonly-held matrimonial property; it states that if the arrangements regarding such property have changed or ended, the division of such property should be carried out by agreement or, in the event of disagreement, by judicial proceedings. A final court judgment – or, where appropriate, a document officially drawn up by a notary (*înscriş întocmit în formă autentică notarială*) – shall constitute a deed of liquidation.

D. Appeal in the interests of the law

22. An appeal in the interests of the law is the mechanism aimed at ensuring the coherence of the courts' case-law, the High Court of Cassation and Justice ("HCCJ") setting mandatory guidelines for the uniform interpretation and application of allegedly unclear or conflicting legal provisions. The mechanism can be initiated by a prosecutor's office, the governing councils of the appeal courts or the Ombudsman (see also *Lupeni Greek Catholic Parish and Others v. Romania* [GC], no. 76943/11, § 46, 29 November 2016).

II. CONSTITUTIONAL COURT

23. On 11 July 2019 the Constitutional Court gave decision no. 457 on the meaning of Article 45 § 1 (d) of EGO no. 80/2013; reiterating its findings in previous other decisions, it stated that:

“... reimbursing fully or partially amounts paid in respect of stamp duty in certain situations has been made possible so as to avoid any unjust enrichment on the part of the State ...

... in its case-law on the matter, the [Constitutional] Court held that, when the judiciary has been entrusted with the adjudication of a case, the mechanism involved in launching and conducting a trial has already been set in motion, which involves a series of expenses (sometimes very costly), so that, having regard precisely to the public-service nature of justice, it may not be resorted to free of charge ...

... In its previous decision no. 264 of 10 May 2016, the [Constitutional] Court also stated that under Article 45 § 1 of EGO no. 80/2013, at the request of the petitioner, amounts paid by way of stamp duty shall be refunded (as the case may be, in full) in part or proportionally. It is therefore for the judge [in question] to assess the amount of the sum to be retained, depending on the specific nature of the case and on the activities carried out up to the point at which the judge finds one of the reimbursement situations to be applicable ... ”

24. In decision no. 832, given on 11 October 2012, the Constitutional Court also indicated that the legislature had exclusive power to establish the conditions in which stamp duty must be paid and, if applicable, reimbursed:

“... under the constitutional provisions, free access to justice does not mean that the service provided by the courts is free of charge, and the legislature has full constitutional legitimacy to impose fixed or calculated ... stamp duty, depending on the subject matter of the dispute. Expenditure incurred in the course of the administration of justice [constitutes] public expenditure to which, under Article 56 of the Constitution, citizens are obliged to contribute by means of taxes and duties established in accordance with the law.”

III. DOMESTIC PRACTICE

A. Judgments submitted by the applicant

25. The applicant submitted six judgments that he considered to be relevant to the present case:

a) A judgment given on 12 July 2017 by the Bucharest District Court of the Fourth District: the case in question had been found to have become devoid of any purpose as a result of the application of the provisions set out in Article 320 of the Civil Code (see paragraph 21 above) – specifically, the dispute had ended as a result of the termination of the matrimonial property regime by means of a document authenticated by a notary; hence, Article 45 § 1 (c) of EGO no. 80/2013 (see paragraph 19 above) was found to apply, and the tax was returned;

b) A final judgment given on 23 April 2015 by the Galați County Court: the defendant acknowledged the requests of the claimant in that case; given that agreement between the parties had been reached before the first court hearing, the stamp duty payments had to be reimbursed, pursuant to Article 45 § 1 (c) of EGO no. 80/2013 (see paragraph 19 above);

c) A judgment of 27 January 2016 given by the Timiș County Court regarding stamp duty payments reimbursed in proceedings concerning claims against a company in respect of which insolvency proceedings had been initiated: finding Article 45 § 1 (c) of EGO no. 80/2013 to be applicable, the court dismissed the claims as devoid of any purpose by virtue of the Insolvency Act, under which all claims against a debtor against whom insolvency proceedings had been launched had to be suspended, as they could only be pursued within the context of those insolvency proceedings.

d) A judgment of 2 October 2015 given by the Focșani District Court regarding an action for the partition of an estate, wherein before the first hearing the parties had decided that they would remain the common owners of the estate and would retain and monetise it together: the court dismissed their action as devoid of any purpose and ordered the reimbursement of the stamp duty, pursuant to Article 45 § 1 (c) of EGO no. 80/2013 (see paragraph 19 above);

e) Judgments of, respectively, 20 May 2014 given by the Oradea District Court and of 11 December 2013 by the Second Bucharest County Court in respect of civil actions seeking the annulment of sale contracts: without any reference to Article 45 § 1 (c) of EGO no. 80/2013, the actions were dismissed as devoid of any purpose, the courts noting that the contracts had been annulled as forgeries (as proved within the context of parallel criminal proceedings).

B. Domestic practice submitted the Government

26. The Government submitted one decision considered relevant to the present case.

27. By a judgment of 23 November 2017 the Maramureș County Court ruled that the legislature had intended to allow for a reimbursement of stamp duty only in those situations where the action in question had become devoid of any purpose as a consequence of some kind of legislative interference (and thus irrespective of the parties' conduct in the proceedings – whether culpable or not).

THE LAW

I. ALLEGED VIOLATION OF ARTICLE 6 OF THE CONVENTION

28. The applicant complained that he had not had a fair hearing, in so far as his action for the reimbursement of court fees had been dismissed in breach of the principle of legal certainty; he submitted that similar actions in various domestic courts concerning claims for the reimbursement of court fees and/or exemption from the further payment of court fees when the main proceedings had already terminated on the basis of the parties' agreement, had had

different outcomes. He relied on Article 6 of the Convention, which in its relevant parts reads as follows:

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

A. Admissibility

29. The Court observes that the determination of the costs of the trial in the present case falls within the purview of Article 6 § 1 of the Convention. The proceedings for the partition of property concerned the determination of the applicant’s civil rights and obligations and the costs of proceedings, even though separately decided, must be seen as a continuation of the substantive litigation and, accordingly, as part of the “determination of ... civil rights and obligations” (see *Robins v. the United Kingdom*, 23 September 1997, §§ 28-29, *Reports of Judgments and Decisions* 1997-V, and *Macková v. Slovakia*, no. 51543/99, § 55, 29 March 2005). Article 6 is accordingly applicable. This is not contested by the parties.

30. The Court further notes that this complaint 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’ submissions

(a) The applicant

31. The applicant argued that on the one hand, the divergent case-law on the matter at stake existed at the level of the same appellate court that had rendered the judgment in his case, as well at the level of other courts (he relied on a set of judgments added to the case file, whereby, *inter alia*, the relevant court fees in respect of similar proceedings concerning the partition of goods (which had ultimately been settled through the services of a notary) had been refunded (see paragraph 25 above). The different factual bases referred to by the Government (see paragraph 33 below) were irrelevant, given the fact that the applicable legal provision was the same – namely Article 45 § 1 (c) of EGO no. 80/2013 (see paragraph 19 above), which allowed for reimbursement in the event that a case became devoid of any purpose.

32. He also stated that the only mechanism capable of unifying courts’ conflicting decisions was an appeal in the interests of the law (see paragraph 22 above); however, such an appeal was available only to a few State authorities – he himself, as a regular claimant, did not have standing to lodge one.

(b) The Government

33. The Government argued that there was no divergent case-law on the matter, mainly because the cases relied on by the applicant referred to different factual circumstances governed by different rules than those that applied to his case. The applicable provision – Article 45 § 1 (c) of EGO no. 80/2013 – see paragraph 19 above) allowed for the (full or partial) reimbursement of court fees in the event that “the case had become devoid of any purpose, as a result of certain legal provisions”; that provision did not cover the applicant’s situation, as the parties to the instant case had decided to settle their case before a notary, within non-contentious proceedings.

34. In support of their position, the Government submitted various viewpoints expressed by the domestic courts whom they had asked to express an opinion regarding the instant matter. A majority of the courts opined that the dismissal of a claim as devoid of any purpose upon the agreement of the parties concerned was not considered by the law as constituting an exception justifying the reimbursement of stamp duty payments. The stamp duty and court fees in general constituted a matter that concerned the public budget; therefore, any interpretation of the relevant legislation had to be strict, while a teleological interpretation had to be avoided.

A similar “reimbursement” possibility was provided in respect of situations wherein the case in question was settled via a mediation procedure (see paragraph 20 above): a court, having taken note of the parties’ agreement, was able to allow the parties’ request to be refunded a sum amounting to 50% of the full stamp duty, if the proceedings in question concerned property rights. However, this possibility was not applicable to the applicant’s situation.

Furthermore, there was no widespread domestic case-law supporting the applicant’s position on the matter; moreover, the payment of the full amount of stamp duty did not constitute a disproportionate burden, considering that the case had been brought before a court for consideration (irrespective of the manner in which it had ended), and that action had engaged the whole judicial machinery; nothing had prevented the applicant from making use of the non-contentious procedure before addressing the court with his claims, it being self-evident that the latter manner of solving a dispute involved the payment of significant court fees.

35. Very few courts (county and district courts) opined that legal certainty had been breached in the applicant’s case in so far as the courts’ interpretation had not been coherent and predictable; moreover, they held that he should have been reimbursed 50% of the full amount paid, noting that it was the courts’ common practice to take note of the parties’ agreement to settle on the matter at stake; some also considered that the legal provisions regulating mediation procedures (see paragraph 20 above) were relevant to the legal issue at stake; they allowed for the reimbursement of 50% of the full amount in the event that a dispute had been settled in non-contentious proceedings;

lastly, others considered that the defendant could have withdrawn his action (*renunțare la judecată*) before the other party was notified of his claims and could then have requested reimbursement, in compliance with Article 45 § 1 (d) (see paragraph 19 above).

36. The Government concluded by arguing that the applicant was entitled to rely on the provisions regulating appeals in the interests of the law, a mechanism capable of resolving any conflict involving the case-law of the domestic courts (see paragraph 22 above).

2. *The Court's assessment*

37. Unlike the large corpus of the Court's case-law dealing with the issue of allegedly excessive court fees, the present case does not deal with the matter of the applicant's access to a court, but rather with the domestic court's allegedly divergent interpretation of the law providing for the reimbursement of court fees; in that connection, the Court reiterates that the resolution of the issue of court costs may have implications for the fairness of the proceedings as a whole (see *Stankiewicz v. Poland*, no. 46917/99, § 60, ECHR 2006 VI).

38. To begin with, the Court reiterates that the requirement to pay fees to civil courts in connection with claims that they are asked to determine is not incompatible *per se* with Article 6 § 1 of the Convention (see *Kreuz v. Poland*, no. 28249/95, § 60, ECHR 2001-VI). Moreover, there is nothing unusual in a system in which court fees for pecuniary claims are dependent on the amount in dispute, this falling within the State's margin of appreciation to regulate and establish its court fee system as it sees appropriate. The system, however, has to be sufficiently flexible to allow a party to benefit from full or partial exemption from the payment of court fees or a reduction in the court fees (see *Nalbant and Others v. Turkey*, no. 59914/16, § 40, 3 May 2022).

39. While noting that the applicant had requested and benefitted from the possibility to pay the court fees in instalments, the system in general being capable of providing for reduction or exemptions granted in the light of the claimant's income (see paragraph 8 above), the Court emphasises that the matter at stake in the present case is not the payment of court fees itself, but the conditions in which the fees already paid or still to be paid are susceptible to being reimbursed.

40. In that connection, the relevant domestic law is explicit, stipulating very few situations where such reimbursement may be allowed; possible scenarios include when the (full) amount was not due, when the claimant withdrew his action before the other party had been notified thereof, and in the event that the action in question became devoid of any purpose as a result of a legal provision (see paragraph 19 above). It is, however, the applicant's contention that as regards the latter situation (which is provided for in Article 45 § 1 (c) of EGO no. 80/2013), the domestic courts have taken different and conflicting views.

41. At this juncture, the Court must reiterate that it is not its function, save in the event of a denial of justice or of evident arbitrariness, to compare different decisions of national courts, even if given in apparently similar proceedings, as the independence of those courts must be respected (see *Adamsons v. Latvia*, no. 3669/03, § 118, 24 June 2008). At the same time, subjecting two disputes to different treatment cannot be considered to give rise to conflicting case-law when this is justified by a difference in the factual situations at issue (see *Hayati Çelebi and Others v. Turkey*, no. 582/05, § 52, 9 February 2016).

42. Furthermore, the Court has acknowledged that the possibility of conflicting court decisions is an inherent trait of any judicial system which is based on a network of trial and appeal courts with authority over the area of their territorial jurisdiction. Such divergences may also arise within the same court. That, in itself, cannot be considered contrary to the Convention. Nevertheless, the criteria that guide the Court's assessment of the conditions in which conflicting decisions of different domestic courts, ruling at last instance, may be in breach of the fair-trial requirement enshrined in Article 6 § 1 of the Convention, consist of establishing whether "profound and long-standing differences" exist in the case-law of the domestic courts, whether domestic law provides for a machinery capable of overcoming those inconsistencies, whether that machinery has been applied and, if appropriate, to what effect (see *Nejdet Şahin and Perihan Şahin v. Turkey* ([GC], no. 13279/05, §§ 49-58 and 61, 20 October 2011).

43. Turning to the present case, the Court notes, on the basis of the relevant domestic case-law thereto relied on by the parties (see paragraphs 25-27 and 34-35 above), that with very few exceptions, the overwhelming body of examples and comments converge as to the inapplicability of Article 45 § 1 (c) of EGO no. 80/2013 to the circumstances of the applicant's case. Furthermore, even in the few examples showing that in some situations the courts have decided to apply the said Article and to reimburse court fees to the claimants in question, an examination of the respective factual background reveals that they cover a relatively short period and more importantly, that they deal with a different substantive context than that applicable to the applicant's situation (annulment of contract, insolvency proceedings, liquidation of property or acknowledgment of debt – see paragraph 25 above). The only exception is the judgment of 12 July 2017 by the Bucharest District Court of the Fourth District (see paragraph 25 (a) above), where in very similar conditions to those in the present case the court accepted to return the tax on the basis of Article 45 § 1 (c), which was however, read in conjunction with Article 320 of the Civil Code.

Moreover, the majority of the viewpoints of domestic courts referred to by the Government (see paragraphs 34-35 above) concur as to the inapplicability of Article 45 § 1 (c) of EGO 80/2013. Only some courts seem to be inclined to go beyond the letter of the law and to apply "by analogy" the

50% reimbursement rate relevant for mediation or withdrawal of an action to the situation when the settlement is reached before the notary (see paragraph 35 above).

44. Given the circumstances of the instant case, and on the basis of the examples provided by the parties as relevant to the matter at stake, the Court cannot therefore conclude that there have been profound and long-standing differences in the relevant case-law of the domestic courts.

45. Furthermore, although unfavourable, the outcome of the proceedings complained of by the applicant (in which he, represented by the lawyer of his choice, was able to adduce evidence and freely formulate his arguments, and in which all arguments were properly examined by the courts) was in full accordance with the long-standing requirement that an applicant must contribute in a reasonable amount to the costs of taking the action (see *Harrison McKee v. Hungary*, no. 22840/07, § 33, 3 June 2014); in any event, the said outcome cannot be regarded as arbitrary or manifestly unreasonable.

46. There has accordingly been no violation of Article 6 of the Convention.

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

47. The applicant complained that imposing on him the obligation to pay the court fees in full, even though the proceedings in respect of his case had been terminated at the first hearing as devoid of any purpose following the out-of-court settlement reached by the parties, had amounted to a breach of his right to the peaceful enjoyment of his possessions, as guaranteed by 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.”

48. The Court notes that this complaint is linked to the one examined above and must therefore likewise be declared admissible.

49. Having regard to its finding relating to Article 6 § 1 of the Convention (see paragraphs 44-45 above), the Court considers that it is not necessary to examine whether, in this case, there has been a violation of Article 1 of Protocol No. 1 (see, *mutatis mutandis*, *Stankiewicz v. Poland*, no. 46917/99, § 80, ECHR 2006-VI).

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Declares* the application admissible;
2. *Holds* that there has been no violation of Article 6 of the Convention;
3. *Holds* that there is no need to examine the complaint raised under Article 1 of Protocol No. 1 to the Convention.

Done in English, and notified in writing on 28 February 2023, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Ilse Freiwirth
Deputy Registrar

Gabriele Kucsko-Stadlmayer
President