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

FIRST SECTION

CASE OF ABBASALI AHMADOV AND OTHERS v. AZERBAIJAN

(Applications nos. 46579/14 and 2 Others)

JUDGMENT

Art 6 § 1 (civil) • Fair hearing • Applicants' inability to recover money deposited into saving accounts at a private bank • Domestic courts' failure to provide adequate reasoning and to address applicants' relevant arguments • Domestic proceedings fell short of fairness requirements

Prepared by the Registry. Does not bind the Court.

STRASBOURG

6 June 2024

FINAL

06/09/2024

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

COUNCIL OF EUROPE
CONSEIL DE L'EUROPE

In the case of Abbasali Ahmadov and Others v. Azerbaijan,

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

Marko Bošnjak, *President*,
Alena Poláčková,
Lətif Hüseynov,
Péter Paczolay,
Gilberto Felici,
Erik Wennerström,
Raffaele Sabato, *judges*,
and Liv Tigerstedt, *Deputy Section Registrar,*

Having regard to:

the applications (nos. 46579/14, 46596/14 and 58873/14) 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 16 Azerbaijani nationals ("the applicants"), on the various dates indicated in the appended table;

the decision to give notice to the Azerbaijani Government ("the Government") of the applications;

the parties' observations;

Having deliberated in private on 14 May 2024,

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

INTRODUCTION

1. The present case mainly concerns the applicants' complaints that they had been unable to recover money which they had deposited into savings accounts at a private bank, and raises issues under Article 6 § 1 of the Convention and Article 1 of Protocol No. 1.

THE FACTS

2. The applicants' details are set out in the appended table. The applicants were represented by Mr A. Mustafayev and Mr R. Mustafayev, lawyers 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.

I. BACKGROUND INFORMATION

5. On various dates the applicants opened savings accounts and deposited various amounts in Azerbaijani manats (AZN) and/or foreign currencies – United States dollars (USD) and euros (EUR) – at the Baku branch of T., a private bank, with a 1% monthly interest rate. The applicants were issued

with savings books and receipts confirming the deposits made, which were signed by Z.Y., the head of the relevant branch, and the accountant and the treasurer and sealed with the branch's official seal.

6. On 30 September 2008 criminal proceedings were initiated against Z.Y. and several staff members of the above-mentioned branch under, *inter alia*, Articles 178, 179, 308, 313 and 320 of the Criminal Code (see paragraphs 38-42 below). Z.Y. was accused of forming an organised group with the staff members in question; of embezzling large amounts of money between 2005 and 2008 by way of accepting money from various depositors without transferring part of those amounts to the bank's treasury; and of knowingly entering false information on official documents, specifically, savings books, deposit contracts and receipts, sealing them with the official seal of the branch and presenting them to the depositors in order to create the impression that the deposit contracts had been finalised. According to the indictment, Z.Y. had used the money for his own business activities and shared the income with the members of the group and depositors in the form of additional interest exceeding the 1% monthly interest rate agreed under the deposit contracts. Z.Y. was also accused of forging documents for allocating loans, in breach of internal procedures and without confirmation from the main office of the bank, and taking the allocated money for his own use while formally documenting loans under the names of other persons (his brother and other acquaintances).

II. COURT PROCEEDINGS

A. Applications nos. 46579/14 and 46596/14

1. *Civil proceedings*

7. On various dates in 2008 and 2009 the applicants in application no. 46579/14 and seven of the eleven applicants in application no. 46596/14 brought civil proceedings against the bank, requesting the return of the money deposited into their accounts and the accrued interest.

8. On various dates between December 2008 and August 2009 the first-instance courts, referring to, among other provisions, Articles 944.1, 946.1, 947.2 and 1099.1 of the Civil Code (see paragraphs 49-51 and 53 below), partly granted their claims and ordered the return of the deposited money. The courts held that a written deposit contract had been signed between the applicants and the bank, the money had been deposited into the bank accounts, payment receipts had been signed by the accountant and the treasurer and sealed with the branch's official stamp and the applicants had been issued with savings books. They further noted that the bank was responsible for following the relevant procedures and the fact that an employee had failed to transfer the money deposited by a depositor to the bank's treasury and had taken it for his or her own personal use did not

absolve the bank from honouring its obligations under the bank deposit contract. As to the accrued interest, the courts held that, with the exception of the proceedings concerning the claim of the fourth applicant in application no. 46579/14, since the applicants had requested the return of their deposits before the termination of the bank deposit contracts, they were not entitled to receive the money under the provisions of those contracts. In the proceedings concerning the claim of the fourth applicant in application no. 46579/14, the first-instance court also awarded a certain sum for accrued interest.

9. Following appeals by the parties and at the bank's request, on various dates between April 2009 and August 2012 the Baku Court of Appeal decided to suspend the proceedings pending the outcome of the criminal proceedings (see paragraphs 10-25 below).

2. *Criminal proceedings*

10. Despite the Court's explicit request to submit a copy of the investigation file, the parties have not done so. It appears that by a decision of the investigator, given on an unspecified date, the applicants and the bank were recognised as injured parties in the criminal proceedings. It also appears that the applicants in application no. 46579/14 lodged civil claims indicating the bank as the respondent. The fourth applicant in application no. 46596/14 also lodged a civil claim indicating Z.Y. as the respondent.

11. During a hearing before the Court of Serious Crimes, Z.Y. denied the charges, in particular that of forming an organised group. He submitted that he had himself taken the money deposited by the depositors and had used it for his business, while giving several of the depositors, including the second and third applicants in application no. 46579/14, the seventh and tenth applicants in application no. 46596/14 and the applicant in application no. 58873/14, additional interest (between 3% and 6%) above the 1% monthly interest agreed under the deposit contracts.

12. During the hearing before the trial court, some of the applicants submitted that they had known Z.Y. personally (the fourth applicant in application no. 46579/14 and the eighth and tenth applicants in application no. 46596/14) or that they had chosen the Baku branch for opening a deposit account following the recommendation of acquaintances or friends (the third applicant in application no. 46579/14 and the fourth, fifth and seventh applicants in application no. 46596/14). The third applicant in application no. 46579/14 submitted that Z.Y. had promised him a 1% monthly interest rate and a flat in a building under construction or another property if he did not withdraw his deposit from the bank for a certain time. The fifth applicant in application no. 46596/14 submitted that his acquaintance had told him that he would receive an additional 3% interest but that he had not received any amount in that connection. The seventh applicant in application no. 46596/14 made a conflicting statement, submitting that she had been promised an additional 3% interest but then noting in the same statement that she had not

been promised any additional interest rate. The eighth applicant in application no. 46596/14 submitted that Z.Y. had promised him a monthly 4% interest. The remaining applicants submitted that they had not agreed on any additional interest and all the applicants, except the eighth applicant in application no. 46596/14 who admitted having received monthly 4% interest for two months, denied having received any amounts as additional interest. At the hearing all the applicants, including the fourth applicant in application no. 46596/14, requested that the bank repay their money. The sixth applicant in application no. 46596/14 requested the repayment of his money both from the bank and from Z.Y.

13. An expert opinion drawn up on 27 January 2009 concluded that AZN 2,493,932.09 (approximately EUR 2,384,406 at the relevant time) was missing from the treasury of the Baku branch; that AZN 10,285,396 (approximately EUR 9,833,692) – the amount deposited by 105 depositors – had not been disclosed in the records; and that AZN 1,467,410 (approximately EUR 1,402,966) had been unlawfully withdrawn from four depositors' accounts.

14. On 27 April 2010 the Court of Serious Crimes convicted Z.Y. and several other staff members of offences under the Criminal Code, including under Articles 178.3.1, 178.3.2, 179.3.1, 179.3.2, 313 and 320.2 (see paragraphs 38-39 and 41-42 below), and sentenced them to several years' imprisonment. The court established that some of the depositors had received certain sums as additional interest, which amounted to more than the interest that had officially been agreed under the deposit contracts. However, this finding did not concern any of the applicants in the present case, including the eighth applicant in application no. 46596/14. The court held that whereas the first, third and tenth applicants in application no. 46596/14 and others had indicated that they were claiming damages from the bank, the court was "guided by the requirements of Article 183.2 of the Code of Criminal Procedure" ("the CCrP"; see paragraph 46 below). It accordingly dismissed their argument without any specific reasoning and held that the damage incurred by all applicants, that is, the deposited amounts, had to be repaid by the accused persons. The court also ordered that Z.Y.'s properties, namely a wedding hall, a house and a non-residential property, in respect of which an attachment order had been applied, be allocated to compensation for that damage.

15. The applicants appealed, submitting that they had lawfully deposited their money with the bank and had been provided with the relevant official payment receipts and savings books. They argued that the convicted persons had appropriated the bank's money, not theirs, and had therefore committed criminal offences against the bank. They further argued that since the convicted persons had committed those criminal offences while on duty, the bank was liable for the damage incurred by them, in accordance with Articles 1099.1 and 1099.2 of the Civil Code (see paragraph 53 below).

16. The sixth applicant in application no. 46596/14 also submitted that while he had not lodged any civil claim in the criminal proceedings, the trial court had arbitrarily decided that the convicted persons had to pay damages, rather than the bank. He relied on Article 180.2 of the CCrP (see paragraph 45 below), arguing that he had a right to claim damages in separate civil proceedings. The seventh applicant in application no. 46596/14 complained, in addition, that the amount of her deposited money had not been established correctly by the court. The applicants requested the appellate court to overturn the trial court's judgment in so far as it ordered damages to be paid by the convicted persons and to hold that the bank was responsible for repaying their money.

17. Z.Y. appealed, arguing, among other things, that the confiscated properties did not belong to him, but to his father. He also contested the classification of his offence as fraud and alleged that that had only served the purpose of absolving the bank from the obligation to repay the depositors' money. Z.Y.'s father also lodged an appeal in which he complained of a violation of his property rights.

18. On 30 March 2011 the Baku Court of Appeal dismissed the applicants' and Z.Y.'s appeals. It held that although the applicants had requested the repayment of their money from the bank, the trial court had correctly decided that the accused persons were liable for the damages, in line with Article 183.2 of the CCrP. It found that since the confiscated properties had "factually" belonged to Z.Y., they had been allocated to compensation for the damage incurred by the applicants. It left Z.Y.'s father's appeal unexamined, finding that, as he had not been recognised as a civil claimant in the criminal proceedings, he had to be considered not to have a right to lodge an appeal.

19. The applicants lodged cassation appeals, reiterating their previous arguments. They referred to, among other provisions, Articles 944.1 and 1099.1 of the Civil Code, Article 31.1 of the Law on Banks (see paragraphs 49, 53 and 60 below), Article 6 of the Convention and Article 1 of Protocol No. 1. They further added that the sale of the confiscated properties would not ensure the repayment of the significantly high amount of damage incurred by all the depositors.

20. By judgments delivered between 15 November 2011 and 7 November 2012 the Supreme Court quashed the appellate court's judgment and remitted the cases for fresh examination. The Supreme Court's reasoning in those judgments may be summarised as follows.

21. The Supreme Court held firstly that the appellate court's decision, in so far as it concerned the award in respect of the damage incurred by the injured parties, had been contrary to the factual circumstances of the case and the law. It further held that, as established by the courts, Z.Y. and the other convicted persons had committed the offences in question while lawfully holding their posts within the bank, using its official documents and acting in

line with the bank's activities. The court held, referring to Articles 1099.1 and 1099.2 of the Civil Code, that the bank therefore had to be held liable for the civil offence (delict) committed by its employees (see paragraph 53 below).

22. It further held that according to the material in the case file, some of the injured parties had not lodged a civil claim, while some of the others had done so and indicated the bank as the respondent (see paragraph 10 above). Moreover, in their appeals and cassation appeals, as well as at the court hearings, the injured parties had requested the repayment of their money from the bank (see paragraphs, 12, 15 and 19 above). Referring to Articles 180.2 and 188 of the CCrP (see paragraphs 45 and 48 below) and Articles 54.1 and 218.3 of the Code of Civil Procedure ("the CCP"; see paragraphs 55 and 57 below), the Supreme Court found that the lower courts had, *inter alia*, failed to duly examine the civil claims to determine whether the respondent had been correctly indicated or to discuss the need for the replacement of the indicated respondent with the correct one. It also held that the courts in the criminal proceedings were not authorised to determine of their own motion the civil respondent, unless in exceptional circumstances where an injured party was unable to personally defend his or her civil claim. Making additional reference to some of the first-instance courts' judgments delivered in the civil proceedings (see paragraph 8 above), the Supreme Court decided to grant the cassation appeals.

23. On 22 May 2013 the Baku Court of Appeal upheld the trial court's judgment of 27 April 2010 (see paragraph 14 above). It held that Z.Y. and other convicted persons had defrauded the injured parties and had committed a criminal offence; their actions could not, therefore, be considered a civil offence (delict). It found that the bank could not be held liable in such case and that it had itself been recognised as an injured party in the criminal case. The court also held that it had been proved that the injured parties had given their money, not to the bank, but to Z.Y., whom they had known as a businessman, and that they had received an additional 3%-4% in monthly interest rates. It further held that some of the injured parties had requested the repayment of their money from Z.Y. In this connection it referred to requests by the second and eleventh applicants in application no. 46596/14 to withdraw their claim against the bank while requesting the repayment of their money from Z.Y. (copies of those requests are not available in the case file). As regards the award of damages, the court briefly held that the amount of damage incurred by each injured party had been proved on the basis of the material in the case file and the court upheld its conclusion in that regard without engaging in an examination of the points raised by the Supreme Court in that connection.

24. The applicants lodged cassation appeals. In addition to their previous arguments (see paragraphs 15-16 and 19 above), they complained that the appellate court had failed to examine the issues raised by the Supreme Court, in breach of Article 420 of the CCP (see paragraph 59 below). The applicants

(including the second and eleventh applicants in application no. 46596/14) reiterated, in particular, that

(i) Z.Y. had not committed the criminal offence against them, but against the bank;

(ii) the bank was directly responsible for its contractual obligations and therefore had to return their money and then recover it from the convicted persons if it wished to do so;

(iii) the appellate court's conclusion concerning the award of damages, in the absence of civil claims lodged against the convicted persons, was contrary to the provisions of domestic law.

25. By a final judgment of 22 November 2013 the Supreme Court dismissed the applicants' cassation appeals, holding that the applicants' argument that the bank should be liable for the damage incurred by them was unsubstantiated and that the lower courts had reached the right conclusion in that regard.

3. *Resumption of the civil proceedings*

26. In the meantime, in June and August 2011, the civil proceedings (see paragraphs 7-9 above) were apparently resumed before the appellate court in the cases of the first and second applicants in application no. 46596/14. The court, referring to the judgment of 27 April 2010 (see paragraph 14 above) and the conclusion reached therein, overturned the first-instance courts' judgments which had awarded damages to the applicants.

27. On 1 December 2011 and 30 October 2012 the Supreme Court upheld the appellate court's judgments.

28. It is not clear from the case file whether the civil proceedings concerning the claims of the remaining applicants in application no. 46596/14 were subsequently resumed. As to the applicants in application no. 46579/14, they did not pursue their claims after the stay of their respective civil proceedings.

B. Application no. 58873/14

29. On an unspecified date the applicant brought civil proceedings against the bank before the Narimanov District Court, requesting it to order the bank to return his deposit and to pay him interest on that amount.

30. On 1 February 2013 the Narimanov District Court partly granted his claim, ordering the bank to return the deposited amount on the basis of similar reasons as provided by the courts in the above-mentioned civil proceedings (see paragraph 8 above).

31. Following appeals by both parties, on 7 June 2013 the Baku Court of Appeal overturned the district court's judgment, referring to Article 82.4 of the CCP (see paragraph 56 below) and the Court of Serious Crimes' judgment of 27 April 2010 (see paragraph 14 above). It held, in particular, that it was

clear from the latter judgment that Z.Y. had defrauded depositors, including the applicant, and had appropriated his money.

32. The applicant lodged a cassation appeal, raising arguments similar to those presented by the other applicants in the criminal proceedings. He also added that he had not been recognised as an injured party in the criminal proceedings and that no award had been made to him under the Court of Serious Crimes' judgment of 27 April 2010; the appellate court's conclusion that he had also been defrauded by the convicted persons and that court's dismissal of his claim with reference to Article 82.4 of the CCP were therefore "incomprehensible".

33. On 14 February 2014 the Supreme Court upheld the appellate court's judgment, reiterating the reasons given. It also held that the applicant had lodged an application with the investigating authority identifying Z.Y. as a respondent and had been recognised as a civil claimant by a decision of the investigating authority of 30 January 2009. However, he had later applied to have his "powers as an injured party terminated" and had subsequently initiated separate civil proceedings (copies of the relevant decision and applications have not been submitted to the Court).

III. FURTHER DEVELOPMENTS

34. On 1 February 2016 the bank's licence was revoked.

35. It is apparent from the material in the case file that the non-residential property belonging to Z.Y. was offered to the injured parties following a failure to sell it at auction. Having regard to requests by the first applicant in application no. 46579/14 and the second, ninth and eleventh applicants in application no. 46596/14, the bailiff decided on 19 December 2017 to transfer the property, which was valued at AZN 230,000, to them. According to the applicants, the value of the property had been divided among them in the following way: the first applicant in application no. 46579/14 had received AZN 20,000, that is, the full amount of his deposit; the second, ninth and eleventh applicants in application no. 46596/14 had received AZN 82,000, AZN 26,000 and AZN 102,000 respectively.

36. It is further apparent from the material in the case file that, on an unspecified date, Z.Y.'s father lodged a claim with the domestic courts, challenging the confiscation of the wedding hall and the house ordered under the judgment of 27 April 2010 (see paragraph 14 above) and arguing that those properties belonged to him and not to Z.Y. On 3 August 2018 the Pirallahi District Court held that his rights to those properties should be restored. Consequently, the above-mentioned properties were not allocated for paying damages to the applicants.

37. At the time of the most recent communication with the parties in 2022, the applicants, except the first applicant in application no. 46579/14, had been

unable to recover, fully or partially (see paragraph 35 above), the damages awarded to them in the criminal proceedings.

RELEVANT LEGAL FRAMEWORK

I. THE 2000 CRIMINAL CODE

38. At the material time, Article 178 of the Criminal Code provided as follows:

Article 178. Fraud

"178.1. Fraud, that is to say, taking possession of property or acquisition of property rights of others by abuse of trust or deceit, shall be punishable by a fine in the amount of [AZN 100 to AZN 800], or 360 to 480 hours of community service, or correctional work for a period of up to two years, or imprisonment for a period of up to two years ...

...

178.3. Commission of the same acts:

178.3.1. by an organised group;

178.3.2 by inflicting significant damage;

...

shall be punishable by imprisonment for a period of seven to twelve years. ..."

39. At the material time, Article 179 of the Code provided:

Article 179. Embezzlement and squandering

"179.1. Embezzlement or squandering, that is, misappropriation of property belonging to another which has been entrusted to the perpetrator, shall be punishable by a fine in the amount of AZN 100 to AZN 500, or 360 to 480 hours of community service, or imprisonment for a period of up to two years.

179.2. Commission of the same acts:

179.2.1. by a group of persons conspiring in advance;

179.2.2. repeatedly;

179.2.3. by means of abusing official authority;

179.2.4. inflicting significant damage;

...

179.3. Commission of the acts set out in Articles 179.1 and 179.2 of this Code:

179.3.1. by an organised group;

179.3.2. in particularly large amounts;

...

shall be punishable by imprisonment for a period of seven to twelve years"

40. At the material time, Article 308 of the Code provided:

Article 308. Abuse of official power

"308.1. Abuse of official power, that is, the deliberate use by an official of his official authority or the deliberate failure of an official to use his official authority when required, contrary to official interests, in connection with the execution of his official duties and with the aim of obtaining an unlawful advantage for himself or for third parties, where this causes serious harm to the rights and lawful interests of individuals or legal entities or to the interests of society or the State protected by law, shall be punishable by a fine in the amount AZN of 1,000 to AZN 2,000, or deprivation of the right to hold a certain office or engage in a certain activity, or correctional work for a period of up to two years, or imprisonment for a period of up to three years;

308.2. The acts set out in Article 308.1 of this Code which have serious consequences or are committed with the aim of interfering with election (or referendum) results shall be punishable by imprisonment for a period of three to eight years with deprivation of the right to hold a certain office or engage in a certain activity for a period of up to three years."

41. At the material time, Article 313 of the Code provided:

Article 313. Forgery by an official

"Forgery by an official, that is, the entry by an official of information which is known to be false into official documents or information resources, or the making of changes by him or her in such documents or information resources which distort original content, where such acts are committed out of greed or some other personal interest, shall be punishable by a fine in the amount of AZN 500 to AZN 1,000, or correctional work for a period of one to two years, or imprisonment for a period of up to two years with deprivation of the right to hold a certain office or engage in a certain activity for a period of up to two years."

42. At the material time, Article 320 of the Code provided:

Article 320. Falsification, illegal fabrication and sale of official documents, awards issued by the State, seals, stamps and forms or use of falsified documents

"320.1. Falsification, illegal fabrication or sale, with the purpose of its use, of a certificate or other official document granting rights or discharging from obligations as well as fabrication and sale with the same purpose of falsified awards of the Republic of Azerbaijan, seals, stamps and forms shall be punishable by a fine in the amount of [AZN 200 to AZN 500], or correctional work for a period of up to two years, or imprisonment for a period of up to two years.

320.2. Deliberate use of falsified documents specified in Article 320.1 of the present Code shall be punishable by a fine in the amount of [AZN 200 to AZN 500], or 240 to 300 hours of community service, or correctional work for a period of up to one year, or imprisonment for the same period ..."

II. THE 2000 CODE OF CRIMINAL PROCEDURE

43. Article 87.1 of the CCrP provides that if there are sufficient grounds to find that an individual has directly suffered non-pecuniary or pecuniary damage as a result of a criminal offence, he or she is to be recognised as an injured party. Under Article 87.4 of the Code a person is recognised as an injured party after a decision to that effect is taken by an investigator, a prosecutor or a court. Article 87.5 of the Code provides that if, after a person is recognised as an injured party, no grounds are established to maintain that status, an investigator, a prosecutor or a court is to terminate that person's participation in the criminal proceedings as an injured party by a reasoned decision.

44. Article 89.1 of the CCrP provides that if there are sufficient grounds showing that pecuniary damage has been inflicted as a result of a criminal offence, a person who lodges a claim in respect of damages in criminal proceedings is to be recognised as a civil claimant. Article 89.2 provides that the decision on recognition of a person as a civil claimant is to be taken by an investigator, a prosecutor or a court.

45. Article 180.2 of the Code provides that if a person has not lodged a civil claim within the criminal proceedings, he or she is entitled to lodge a civil claim in civil proceedings.

46. Article 183.2 of the Code provides that in the context of criminal proceedings, a civil claim will be lodged against an accused person or a person who can be held materially liable for the actions of the accused person. Article 183.3 provides that a civil claim can only be lodged in writing. Such claim should state the person against whom the claim is lodged, the grounds for the claim and its amount.

47. Article 184 of the Code provides that if a claim in the criminal proceedings is not admissible, is not lodged against the correct party or does not comply with the requirements under Article 183.3 of the Code, the prosecuting authority can refuse to accept it.

48. Article 188 of the Code provides that if the documents and evidence in the criminal case file so substantiate, the court may, in exceptional cases where the person who lodged a civil claim is unable to personally defend the claim during the court proceedings, decide of its own motion to award that person compensation for damage inflicted as a result of a criminal offence.

III. THE 2000 CIVIL CODE

49. Article 944.1 of the Code defines the deposit contract as a contract in which one party (bank) accepts an amount of money (deposit) received from another party (depositor) and undertakes to return the deposited amount to the depositor and pay interest on it under the terms and conditions stipulated in the contract.

50. Article 946.1 provides that the bank deposit contract must be finalised in writing. The written form of the deposit contract is considered to have been complied with when the deposit is confirmed with a savings book, a bank or deposit certificate or any other relevant document issued by the bank to the depositor which meets the requirements provided in respect of such documents under the law. Under Article 946.2 of the Code, failure to comply with the written form of the deposit contract will lead to its being declared invalid.

51. Article 947.2 of the Code provides that the bank must immediately pay at least one quarter of the amount of the deposit at the depositor's first request and the rest within five business days.

52**.** Article 1096 of the Code provides that a civil-law offence (delict) is an action or failure to act, in breach of the provisions of civil law, which causes direct infliction of damage to another person. The person who commits such offence bears civil liability.

53**.** Article 1099.1 of the Code provides that a legal or physical person is responsible for a civil-law violation (delict) committed by his/her/its employee and must pay compensation for the damage caused by the employee during the performance of his or her duties. Under Article 1099.2 of the Code, an employee is a natural person who works on the basis of an employment contract.

54. Article 1114.1 of the Code provides that a person who has paid compensation for the damage caused by another person (for example, an employee carrying out his or her job duties or the driver of a vehicle) has the right to claim back that amount.

IV. THE 2000 CODE OF CIVIL PROCEDURE

55. Article 54.1 of the CCP provides that where a claim is brought against a person who is not liable under the claim, the court can, subject to the claimant's consent, allow the replacement of the initial respondent with the appropriate respondent.

56. Article 82.4 of the Code provides that a court judgment delivered in a criminal case is obligatory, after its entry into force, in order for a court in civil proceedings to determine whether or not the relevant unlawful actions were committed and to indicate the person who committed such actions.

57. Article 218.3 of the Code provides that a judge must deliver a judgment in accordance with claims lodged by persons participating in the case.

58. Article 254.1.4 of the Code provides that a judge must stay the proceedings if the examination of the case is not possible until, for example, another pending criminal or civil case is decided.

59. Article 420 of the Code provides that instructions set out in a decision by the cassation court are binding for the court re-examining the case. In its

decision of 28 February 2012, the Constitutional Court held that when quashing the appellate court's judgment, the cassation court must, *inter alia*, interpret the legal norms and explain the essence of the mistakes made in a precise, clear and convincing manner. Failure by the appellate court to follow the binding instructions by the cassation court could lead to the wrongful resolution of the case and re-examination of its decision. The Constitutional Court also held that the cassation court could not give any instructions as to what conclusion the court re-examining the case had to reach, as such instructions would be in conflict with the constitutional principle of independence of judges.

V. THE LAW ON BANKS OF 16 JANUARY 2004

60. Article 31.1 of the Law provides that banks are to implement their management and operations in a reliable and prudential manner in accordance with the requirements of domestic legislation.

VI. THE CONSTITUTIONAL COURT'S DECISION OF 18 APRIL 2022

61. In its decision of 18 April 2022 the Constitutional Court held that for Article 1099 of the Civil Code (see paragraph 53 above) to be applicable, the examination of whether the damage inflicted by an employee was related to the employer's activities was of utmost importance. If that was not the case and the offence was not related to the carrying out of the employee's job duties, then the obligation to pay compensation for the damage inflicted fell to the wrongdoer, that is the employee.

THE LAW

I. PRELIMINARY REMARKS

A. As regards the eighth applicant in application no. 46596/14

62. The Court notes at the outset that the eighth applicant in application no. 46596/14, Mr Sayad Kazimov, died on 22 November 2020 and that his son, Mr Elmir Kazimov, has expressed his interest in pursuing the application before the Court.

63. 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 *Tagiyev and Huseynov v. Azerbaijan,* no. 13274/08, § 24, 5 December 2019, with further references).

64. In view of the above and having regard to the circumstances of the present case, the Court accepts that Mr Elmir Kazimov has a legitimate interest in pursuing the application in his late father's stead (compare *Alasgarov and Others v. Azerbaijan*, no. 32088/11, § 25, 10 November 2022). However, for reasons of convenience, the text of this judgment will continue to refer to Mr Sayad Kazimov as "the eighth applicant in application no. 46596/14", even though only Mr Elmir Kazimov is today to be regarded as having the status of the eighth applicant in application no. 46596/14 before the Court.

B. As regards the Government's preliminary objection to the admissibility of application no. 58873/14

65. Referring to the Supreme Court's judgment of 14 February 2014 (see paragraph 33 above), the Government submitted that although the applicant in application no. 58873/14 was recognised as an injured party on 30 January 2009, he ceased to be involved in the criminal proceedings at his own request. The Government argued that the civil proceedings initiated by the applicant against the bank could not be considered an effective remedy for this purpose as "his property rights had been violated as a result of [a] criminal offence". They therefore argued that the applicant had failed to exhaust the domestic remedies "in connection with his complaints".

66. The applicant argued that he had not been recognised as an injured party in the criminal proceedings. He further argued that he had exhausted the domestic remedies by lodging appeals before all instances of courts in the civil proceedings that he had initiated against the bank - the person who had to repay his deposited money.

67. The Court considers that the Government's preliminary objection of non-exhaustion of domestic remedies is closely linked to the merits of the applicant's complaints and that it should therefore be joined to the merits of the case.

II. JOINDER OF THE APPLICATIONS

68. Having regard to the similar subject matter of the applications, the Court finds it appropriate to examine them jointly in a single judgment (Rule 42 § 1 of the Rules of Court).

III. ALLEGED VIOLATION OF ARTICLE 6 § 1 OF THE CONVENTION

69. The applicants complained that their right to a fair trial had been breached on account of the domestic courts' unfair and unreasoned judgments. They relied on Article 6 § 1 of the Convention, which reads as follows:

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

A. Admissibility

1. *Applicability*

(a) Applications nos. 46579/14 and 46596/14

(i) The parties' submissions

70. The applicants argued that the final judgment delivered in the criminal proceedings had been of a decisive nature in respect of their ability to recover their deposits and, therefore, the civil limb of Article 6 § 1 was applicable to those proceedings. The Government did not submit any particular arguments in this regard.

(ii) The Court's assessment

71. The Court has previously held that Article 6 § 1 under its "civil head" may apply to criminal proceedings involving a determination of pecuniary claims asserted by the injured parties ("civil-party complaints") and, even in the absence of such claims, to those criminal proceedings the outcome of which is decisive for the "civil right" in question (see *Perez v. France* [GC], no. 47287/99, §§ 65-67 and 71, ECHR 2004-I; *Perak v. Slovenia*, no. 37903/09, § 33, 1 March 2016; *Arnoldi v. Italy*, no. 35637/04, § 29, 7 December 2017; and *Nicolae Virgiliu Tănase v. Romania* [GC], no. 41720/13, § 207, 25 June 2019).

72. The Court observes that in the present case some of the applicants brought civil proceedings against the bank, requesting the repayment of their deposited money. Although they were successful at the beginning, the proceedings were later stayed pending the outcome of the criminal proceedings initiated against the bank's staff (see paragraph 9 above; contrast *Stokas v. Greece* (dec.), no. 51308/99, 29 November 2001). In the context of those criminal proceedings some of the applicants lodged civil claims against the bank, with the exception of the fourth applicant in application no. 46596/14, whose claim was directed against Z.Y. (see paragraph 10 above), whereas others did not lodge a civil claim at all. This may be explained, as explicitly noted by some of the applicants in their appeals before the domestic courts (see paragraph 16 above), by the fact that the applicants requested the repayment of their money from the bank and not from the accused persons.

73. In the present case, despite the absence of a civil claim by certain applicants, the Court of Serious Crimes decided that the convicted persons had to pay damages, that is, the deposited amounts, in respect of all the applicants (see paragraph 14 above). The Court observes that following the Court of Serious Crimes' judgment, the judgments delivered in the civil proceedings concerning the claims of the first and second applicants in

application no. 46596/14 were overturned and their claims against the bank were dismissed in reference to the trial court's judgment (see paragraph 26 above). The trial court's approach was subsequently upheld by the higher courts (see paragraphs 23 and 25 above).

74. In such circumstances, the Court concludes that the criminal proceedings in question were decisive for the determination of the applicants' civil rights. Article 6 § 1 of the Convention is therefore applicable in the present cases (contrast *Pozharskyy v. Ukraine* (dec.), no. 6692/02, 29 May 2007; compare *Krumpel and Krumpelová v. Slovakia*, no. 56195/00, §§ 39-41, 5 July 2005; *Keipenvardecas v. Latvia* (dec.), no. 38979/03, § 36, 2 March 2010; and *Alexandrescu and Others v. Romania*, nos. 56842/08 and 7 others, § 22, 24 November 2015).

(b) Application no. 58873/14

75. The Court notes that the applicant in this case pursued only civil proceedings against the bank (see paragraphs 29-33 above). There is no doubt that Article 6 § 1 is applicable to these civil proceedings.

2. *Victim status of the first applicant in application no. 46579/14*

76. The Government have not contested the applicant's victim status. However, this issue concerns a matter which goes to the Court's jurisdiction and which the Court is not prevented from examining of its own motion (see, for example, *Akshin Garayev v. Azerbaijan*, no. 30352/11, § 36, 2 February 2023).

77. The Court reiterates that an applicant is deprived of his or her status as a victim if the national authorities have acknowledged, either expressly or in substance, and then afforded appropriate and sufficient redress for a breach of the Convention (see, for example, *Centro Europa 7 S.r.l. and Di Stefano v. Italy* [GC], no. 38433/09, §§ 80-81, ECHR 2012, and *Mifsud and Others v. Malta*, no. 38770/17, § 49, 13 October 2020).

78. The Court observes that the applicant recovered the full amount of his deposit approximately two years and ten months after the final judgment in the criminal proceedings (see paragraphs 33 and 35 above). However, his present complaint concerns the unfairness of the domestic proceedings and there has been no acknowledgment of the breach of Article 6 § 1 of the Convention by the domestic authorities. In such circumstances, the Court considers that the applicant can still claim to be a victim of the alleged violation (compare *Köksoy v. Turkey*, no. 31885/10, §§ 25-30, 13 October 2020).

3. *Conclusion*

79. The Court 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 applicants

80. The applicants submitted that the domestic authorities had failed to conduct a fair and thorough examination of their cases which had led to a violation of their rights protected under Article 6 of the Convention. In particular, they argued that while the Court of Serious Crimes had found that the accused bank staff had wholly or partly embezzled the deposits they had received from the applicants, it had failed to specify the amounts taken from those deposits which were partly embezzled and transferred to the bank's balance and it had ordered the convicted persons to repay the full amounts of the deposits. They further argued that after the remittal of the cases by the Supreme Court, contrary to the requirements under Article 420 of the Civil Code, the domestic courts had failed to take into account its instructions and examine the relevant issues, in particular its reliance on Article 1099 of the same Code, and had delivered judgments which were completely contrary to its position.

81. In reply to the Government's argument concerning the applicability of Article 1099.1 of the Civil Code to the present case (see paragraph 85 below), the applicants argued that the bank's employees had committed a criminal offence against the bank, not the applicants, and had inflicted damage on it; therefore, the obligation to pay damages to the applicants should not have been placed on the convicted persons. The applicants submitted that their documents had been received by authorised bank officials and that they had believed that their deposits were protected by the bank, which was responsible for the safety of their deposits and whose audit service and supervisory board had a legal obligation to inspect the bank's activities and eliminate any possible deficiencies. They argued that the domestic courts' conclusions in the criminal proceedings holding the bank's employees accountable and the civil courts' reliance on those conclusions in the proceedings in application no. 58873/14, despite the fact that the applicant in that application had not been recognised as injured party in the criminal proceedings, had therefore been contrary to the "essence of the relationship between the applicants and the bank".

82. In reply to the Government, the applicants also submitted that it was "normal" for a person wishing to deposit money in a bank to have an acquaintance or personal relationship with a bank manager and that that fact

alone could not lead to the conclusion that the applicants' civil claims against the bank had had no legal basis.

83. The applicants further submitted that even though the courts in the criminal proceedings had ordered the confiscation of several of Z.Y.'s properties, that decision had later been overturned in respect of some of the properties (see paragraph 36 above). They argued that had the domestic courts ruled fairly in their cases, they would have been able to recover their money, as the bank had had enough means to repay their deposits at the relevant time. They asserted that unfair decisions by the domestic courts and the subsequent liquidation of the bank had left them in a desperate situation.

(b) The Government

84. The Government submitted that the domestic courts had thoroughly and objectively examined the cases and addressed all the arguments raised by the applicants, providing sufficient reasons for their decisions. They argued that the applicants' complaint essentially concerned the application and interpretation of domestic law and was thus of a "fourth-instance" nature. They submitted that, as established by the domestic courts, the documents issued to the applicants had been provided to create the impression that the money had been deposited in the bank but that it had not actually been transferred to its treasury. They also submitted that it was evident from the applicants' statements before the domestic courts that they had known Z.Y. directly or through their relatives and friends and had deposited their money because of their trust in Z.Y. and his promise relating to additional interest. The Government further argued that the mere fact that the applicants had disagreed with the reasoning of the domestic courts did not mean that their right to a reasoned judgment had been breached.

85. In their further observations, the Government submitted that although the Supreme Court had referred to Article 1099 of the Civil Code in its judgment of 15 November 2011, it had not instructed the lower court to apply it, but had simply indicated that the civil claims should be re-examined. By re-examining the matter, the appellate court had complied with the instruction and its judgment had later been upheld by the Supreme Court. By referring to the Constitutional Court's decision of 28 February 2012 (see paragraph 59 above), the Government submitted that the cassation court might not give any instructions to the appellate court as to the conclusion to be reached in a given case. The Government also added that, as held by the domestic courts, Article 1099.1 of the Civil Code applied to delicts (violations of civil law) and not to criminal offences.

2. *The Court's assessment*

(a) General principles

86. The Court reiterates that it is not its task to take the place of the domestic courts. It is primarily for the national authorities, notably the courts, to resolve problems of interpretation of domestic legislation. The Court is not a court of appeal from the national courts and it is not its function to deal with errors of fact or law allegedly committed by a national court unless and in so far as they may have infringed rights and freedoms protected by the Convention (see *Ramos Nunes de Carvalho e Sá v. Portugal* [GC], nos. 55391/13 and 2 others, § 186, 6 November 2018, with further references).

87. The Court should not act as a court of fourth instance and will not therefore question under Article 6 § 1 the national courts' assessment, unless their findings can be regarded as arbitrary or manifestly unreasonable (see *López Ribalda and Others v. Spain* [GC], nos. 1874/13 and 8567/13, § 149, 17 October 2019, with further references).

88. Article 6 requires the domestic courts to adequately state the reasons on which their decisions are based (see *Ramos Nunes de Carvalho e Sá*, cited above, § 185).

89. Without requiring a detailed answer to every argument, this obligation presupposes that a party to judicial proceedings can expect a specific and express reply to those submissions which are decisive for the outcome of the proceedings in question (ibid., § 185, with a further reference).

90. The extent to which the duty to give reasons applies may vary according to the nature of the decision. It is moreover necessary to take into account, *inter alia*, the diversity of the submissions that a litigant may bring before the courts and the differences existing in the Contracting States with regard to statutory provisions, customary rules, legal opinion and the presentation and drafting of judgments. That is why the question whether a court has failed to fulfil the obligation to state reasons, deriving from Article 6 § 1, can only be determined in the light of the circumstances of the case (see *Gorou v. Greece (no. 2)* [GC], no. 12686/03, § 37, 20 March 2009, with further references).

(b) Application of these principles to the present case

(i) Applications nos. 46579/14 and 46596/14

91. In the present case, the applicants argued throughout the domestic proceedings that they had lawfully deposited their money in accordance with the relevant domestic procedure and had been issued with documents duly signed and sealed by the authorised staff of the bank, and that the bank therefore had to pay their money back. The domestic courts, however, decided that the damage incurred by the applicants had to be paid by the convicted persons.

92. The Court observes that the trial court, in holding that the bank's staff had to repay the applicants the amounts deposited, relied mainly on the fact that some depositors had received various amounts as additional interest (see paragraph 14 above). However, it did not make that finding in respect of any of the applicants in the present applications, including the eighth applicant in application no. 46596/14, even though he submitted at the hearing that he had received certain amounts as additional interest (see paragraph 12 above). As to the applicants' arguments that they had claimed their money from the bank, the trial court stated that it was "guided by the requirements of Article 183.2 of the Code of Criminal Procedure" and dismissed them (see paragraph 46 above).

93. While the appellate court upheld the trial court's judgment, the Supreme Court remitted it for fresh examination, pointing to several issues (see paragraphs 18 and 20-22 above). In particular, it found, referring to Article 1099 of the Civil Code, that Z.Y. and other convicted persons had committed the offences in question while lawfully holding their posts within the bank and using its official documents (see paragraph 21 above). It also criticised the lower courts' handling of the civil claims, noting that under Article 188 of the CCrP (see paragraph 48 above) the courts in criminal proceedings could award damages of their own motion only in exceptional circumstances where the civil claimant could not defend his or her interests and that the courts could not replace the respondent of their own motion (see paragraph 55 above).

94. After re-examining the matter, the appellate court upheld the trial court's judgment, holding mainly that the applicants had not given their money to the bank but to Z.Y., whom they had known as a businessman, and had received additional interest. Referring to the written request of two applicants, it also noted that some injured parties had requested Z.Y. to pay them their money (see paragraph 23 above). However, the appellate court did not explain why it did not take into account that, as established by the trial court, none of the applicants had received any amounts as additional interest or that most of them had consistently requested repayment of their deposits from the bank (compare *Aslan Ismayilov v. Azerbaijan*, no. 18498/15, § 48, 12 March 2020).

95. The appellate court dismissed the applicants' arguments in a summary fashion, holding that the bank could not be held liable under the provisions concerning civil-law violations (delict), as it had been its staff who had committed an offence (see paragraph 23 above), and did not engage in an examination of the issues raised by the Supreme Court, in particular as regards the existence of the deposit contracts which had been signed by the authorised bank staff (compare *Aykhan Akhundov v. Azerbaijan*, no. 43467/06, § 104, 1 June 2023). The Court observes in this connection that the domestic courts did not hold that the deposit contracts had been signed in breach of domestic law or that the bank's staff had not had the authority to

sign them and issue the payment receipts (contrast *Drakin v. Ukraine* (dec.), no. 24237/10, §§ 12 and 25, 13 November 2018).

96. While it is not necessary for the Court to examine whether the applicants' submissions were well-founded in order to conclude that they were relevant and potentially decisive for the outcome of the case (see *Farzaliyev v. Azerbaijan*, no. 29620/07, § 39, 28 May 2020), it appears from the reasoning provided by the civil courts (see paragraph 8 above) and the Supreme Court in its judgments of 15 November 2011 and 7 November 2012 (see paragraphs 20-21 above) that the existence of a valid contractual relationship between the applicants and the bank was of decisive importance for determining whether the bank could be held liable for repaying the deposits, as argued by the applicants.

97. The Court observes that the appellate court's judgment was subsequently upheld by the Supreme Court, which did not address the applicants' repeated arguments (see paragraph 24 above), but merely stated that their argument concerning the bank's liability was unsubstantiated and that the lower courts' conclusions had been correct (see paragraph 25 above).

98. The Court therefore finds that, in the present case , the domestic courts failed to duly examine important and pertinent arguments raised by the applicants which were decisive for the outcome of the proceedings (contrast *Köksoy*, cited above, §§ 43-44; compare *Carmel Saliba v. Malta*, no. 24221/13, § 79, 29 November 2016; *Mazahir Jafarov v. Azerbaijan*, no. 39331/09, § 51, 2 April 2020; *Mont Blanc Trading Ltd and Antares Titanium Trading Ltd v. Ukraine*, no. 11161/08, § 84, 14 January 2021; and *Karimov and Others v. Azerbaijan*, nos. 24219/16 and 2 others, § 34, 22 July 2021).

99. Having regard to these circumstances, the Court cannot but conclude that the domestic courts' examination of the applicants' complaints did not meet the fairness requirement under Article 6 § 1 of the Convention.

(ii) Application no. 58873/14

100. The Court observes that although the applicant's claim against the bank, brought in the separate civil proceedings, was initially granted, that judgment was later overturned by the appellate court (see paragraph 31 above). In doing so the appellate court referred to Article 82.4 of the CCP and the Court of Serious Crimes' judgment of 27 April 2010 (see paragraph 14 above).

101. The Court further observes that, as indicated by the applicant, the trial court's judgment made no mention of the applicant and did not make any finding or award in respect of him. The applicant argued that this was due to the fact that he had not been recognised as an injured party in the criminal proceedings. The Government, relying on the Supreme Court's judgment (see paragraph 33 above), argued that the applicant had been recognised as an injured party but had later himself requested that his rights be terminated.

102. The Court notes, firstly, that a copy of the relevant request has not been submitted to it. There is no information in the case file showing whether any decision was taken in respect of that request, as required under domestic law (see paragraph 43 above). Be that as it may, the Court notes that even if the applicant had himself requested that his status as an injured party be terminated, the wording of the appellate court's judgment lacked reasons on a decisive point, as it explicitly stated in reference to the trial court's judgment that the applicant's money had also been embezzled by Z.Y., whereas that judgment had made no mention of the applicant's name. Although this issue was raised by the applicant in his cassation appeal, the Supreme Court failed to provide any adequate reasoning in that regard and confined itself to noting that the applicant had himself asked for termination of his status as an injured party in the criminal proceedings (see paragraph 33 above).

103. The Court notes in this connection that, as the applicants in the above-mentioned applications, the applicant had entered into a deposit contract with the bank, and based on that contractual relationship, sought the repayment of his deposited money from it. In the circumstances of the present case, the applicant cannot be reproached for having used the civil avenue against the bank in order to claim back his money.

104. As already mentioned above, while the first-instance court granted the applicant's claim, the higher courts later overturned that judgment relying on the reasoning of the courts in the criminal proceedings, which the Court found to have failed to comply with the requirements under Article 6 § 1 of the Convention (see paragraph 99 above), and without addressing the applicant's relevant arguments. Consequently, the Court concludes that the civil proceedings in the present case also fell short of the fairness requirement under the same provision.

(c) Conclusion

105. The Court therefore dismisses the Government's objection as to the failure by the applicant in application no. 58873/14 to exhaust domestic remedies, and finds that there has been a violation of Article 6 § 1 of the Convention in all three applications.

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

106. The applicants complained under Article 1 of Protocol No. 1 to the Convention that, as a result of unfair domestic proceedings, their right to the peaceful enjoyment of their possessions had been violated.

107. The Government submitted that the State had discharged its positive obligations under the Convention and that there had been no violation of Article 1 of Protocol No. 1. The applicants maintained their complaint.

108. Having regard to the nature and the scope of its findings under Article 6 § 1 of the Convention and noting that the present complaint is based on essentially the same arguments as the complaint under Article 6 § 1, the Court considers that there is no need to give a separate ruling on the admissibility and merits of the present complaint (see, for a similar approach, *Mazahir Jafarov*, § 57, and *Aykhan Akhundov,* § 113, both cited above).

V. APPLICATION OF ARTICLE 41 OF THE CONVENTION

109. 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

110. The applicants claimed various amounts in respect of pecuniary damage (see the appended table). Each applicant claimed 5,000 euros (EUR) in respect of non-pecuniary damage.

111. The Government argued that the applicants had failed to establish a direct causal link between the pecuniary damage and the alleged violation. They further argued that the claim in respect of non-pecuniary damage was excessive and unsubstantiated.

112. The Court notes that it has found a violation of Article 6 § 1 of the Convention on account of the lack of adequate reasoning by the domestic courts. It further notes that under domestic law the applicants have the possibility of requesting the reopening of their cases (see *Aykhan Akhundov*, cited above, §§ 61 and 127). The Court therefore rejects the applicants' claims in respect of pecuniary damage. However, ruling on an equitable basis, the Court awards each applicant EUR 4,000 in respect of non-pecuniary damage, plus any tax that may be chargeable.

B. Costs and expenses

113. The applicants also claimed EUR 3,000 per application for the costs and expenses incurred before the Court. They submitted copies of contracts for legal services.

114. The Government argued that the applicants had failed to submit itemised particulars of the claim. They also argued that the sum claimed was excessive and unsubstantiated.

115. According to the Court's case-law, an applicant is entitled to the reimbursement of costs and expenses only in so far as it has been shown that these were actually and necessarily incurred and are reasonable as to quantum. In the present case, regard being had to the documents in its

possession and the above criteria, the Court considers it reasonable to award the applicants jointly the sum of EUR 2,000 covering costs under all heads, plus any tax that may be chargeable to them, to be paid directly into the bank account of their representative, Mr A. Mustafayev.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Decides* to join the applications;

2. *Holds* that the son of the eighth applicant in application no. 46596/14, Mr Elmir Kazimov, has standing to pursue the application in his late father's stead;

3. *Decides* to join to the merits the Government's preliminary objection concerning the non-exhaustion of domestic remedies in application no. 58873/14 and *dismisses* it;

4. *Declares* the complaint under Article 6 § 1 of the Convention admissible;

5. *Holds* that there has been a violation of Article 6 § 1 of the Convention;

6. *Holds* that there is no need to examine the admissibility and merits of the complaint under Article 1 of Protocol No. 1 to the Convention;

7. *Holds*
   (a) that the respondent State is to pay the applicants, within three months from the date on which the judgment becomes final in accordance with Article 44 § 2 of the Convention, the following amounts, to be converted into the currency of the respondent State at the rate applicable at the date of settlement:
      (i) EUR 4,000 (four thousand euros) to each applicant, plus any tax that may be chargeable, in respect of non-pecuniary damage;
      (ii) EUR 2,000 (two thousand euros), to the applicants jointly, plus any tax that may be chargeable to them, in respect of costs and expenses, to be paid directly into the bank account of their representative, Mr A. Mustafayev;
   (b) that from the expiry of the above-mentioned three months until settlement simple interest shall be payable on the above amounts at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points;

8. *Dismisses* the remainder of the applicants' claims for just satisfaction.

Done in English, and notified in writing on 6 June 2024, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Liv Tigerstedt	Marko Bošnjak
Deputy Registrar	President

APPENDIX

No.	Application no. Case name Lodged on	Applicant Year of Birth Place of Residence Nationality	Amounts awarded in criminal proceedings	Claims in respect of pecuniary damage
1.	46579/14 Abbasali Ahmadov and Others v. Azerbaijan 21/05/2014	**1. Abbasali AHMADOV** 1951 Baku Azerbaijani	AZN 20,000	None
		2. Mehraj GURBANOV 1971 Shirvan Azerbaijani	EUR 623,300 to be converted to AZN	AZN 728,723.1
		3. Elshan MADATOV 1966 Shirvan Azerbaijani	EUR 677,000 to be converted to AZN	AZN 843,609.7
		4. Kamal MADATOV 1961 Baku Azerbaijani	USD 50,000 to be converted to AZN and AZN 300,000	AZN 344,705
2.	46596/14 Babayeva and Others v. Azerbaijan 21/05/2014	**1. Madina BABAYEVA** 1981 Baku Azerbaijani	USD 45,000 to be converted to AZN and AZN 67,000	AZN 105,038.5
		2. Rajiya ABDULLAYEVA 1983 Baku Azerbaijani	AZN 127,000	AZN 45,000
		3. Abbasgulu ABLUJ 1982 Baku Azerbaijani	USD 25,000 to be converted to AZN	AZN 21,132.5
		4. Ramiz CHODAROV 1962 Baku Azerbaijani	USD 200,000 to be converted to AZN	AZN 169,060

		5. Akbar FARAJOV 1981 Baku Azerbaijani	USD 100,000 to be converted to AZN	AZN 81,540
		6. Iskandar GARAYEV 1963 Baku Azerbaijani	AZN 258,748	AZN 246,281
		7. Saadat IMRANOVA 1968 Baku Azerbaijani	USD 640,000 to be converted to AZN	AZN 1,346,913.44
		8. Sayad KAZIMOV 1955 Baku Azerbaijani Deceased: 2020	AZN 130,000	AZN 130,000
		9. Faig MAMMADOV 1943 Baku Azerbaijani	AZN 37,000	AZN 11,000
		10. Namil RZAYEV 1950 Baku Azerbaijani	AZN 428,000	AZN 428,000
		11. Kamala SULTANOVA 1959 Baku Azerbaijani	AZN 161,000	AZN 59,000
3.	58873/14 Rzayev v. Azerbaijan 13/08/2014	**Ilham RZAYEV** 1979 Baku Azerbaijani	N/A	AZN 161,196