



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

FOURTH SECTION

**CASE OF VALOVÁ, SLEZÁK AND SLEZÁK v. SLOVAKIA**

*(Application no. 44925/98)*

JUDGMENT  
*(Just satisfaction – friendly settlement)*

STRASBOURG

15 February 2005

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



**In the case of Valová, Slezák and Slezák v. Slovakia,**

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

Sir Nicolas BRATZA, *President*,  
Mr J. CASADEVALL,  
Mr M. PELLONPÄÄ,  
Mr R. MARUSTE,  
Mr S. PAVLOVSCHI,  
Mr L. GARLICKI,  
Mr J. ŠIKUTA, *judges*,

and Mr M. O'BOYLE, *Section Registrar*,

Having deliberated in private on 25 January 2005,

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

## PROCEDURE

1. The case originated in an application (no. 44925/98) against the Slovak Republic lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by three Slovakian nationals, Mrs Nadina Valová, Mr Vít Slezák and Mr Askold Slezák (“the applicants”), on 9 November 1998.

2. In a judgment delivered on 1 June 2004 (“the principal judgment”), the Court held that there had been a violation of the applicants' rights under Article 1 of Protocol No. 1 and that Article 6 § 1 of the Convention had not been violated.

3. Under Article 41 of the Convention the applicants sought restitution of the property in question or, in the alternative, compensation corresponding to its value which they estimated at 49,186,100 Slovakian korunas (SKK). The applicants further claimed SKK 2,000,000 each in respect of non-pecuniary damage and a total sum of SKK 718,667.50 for legal fees incurred both before the Slovakian authorities and in the proceedings before the Court

4. Since the question of the application of Article 41 of the Convention was not ready for decision, the Court reserved it and invited the Government and the applicants to submit their written observations on that issue and, in particular, to notify the Court of any agreement they might reach.

5. On 21 October 2004 the parties concluded an agreement on restitution of the real property in question to the applicants.

6. Subsequently the applicants and the Government each filed observations as regards the outstanding claims of the applicants under Article 41 of the Convention. They also asked the Court to make a proposal

on the basis of which a settlement could be reached in this respect. The Section Registrar submitted such a proposal to the parties on 8 December 2004.

7. On 20 December 2004 the Court received the following declaration from the Government:

“I, Peter Kresák, Agent of the Government of the Slovak Republic before the European Court of Human Rights, declare that the Government of the Slovak Republic offer to pay the global sum of 20,000 (twenty thousand) euros to Mrs Nadina Valová, Mr Vít Slezák and Mr Askold Slezák with a view to securing a friendly settlement of the outstanding issues under Article 41 of the Convention in the above-mentioned case pending before the European Court of Human Rights.

This sum, which is to be converted into Slovakian korunas at the rate applicable on the date of payment, is to cover any outstanding pecuniary damage as well as non-pecuniary damage and costs and expenses, and it will be payable within three months from the date of notification of the judgment by the Court pursuant to Article 39 of the European Convention on Human Rights. In the event of failure to pay this sum within the said three-month period, the Government undertake to pay simple interest on it, from expiry of that period until settlement, at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points. The payment, taken together with the agreement on restitution of the real property in question which the parties concluded on 21 October 2004, will constitute the final resolution of the case.

The Government further undertake not to request that the case be referred to the Grand Chamber under Article 43 § 1 of the Convention.”

8. On 5 January 2005 the Court received from the applicants the following declaration signed by their representative:

“We, Nadina Valová, Vít Slezák and Askold Slezák, note that the Government of the Slovak Republic are prepared to pay us the global sum of 20,000 (twenty thousand) euros with a view to securing a friendly settlement of the outstanding issues under Article 41 of the Convention in the above-mentioned case pending before the European Court of Human Rights.

This sum, which is to be converted into Slovakian korunas at the rate applicable on the date of payment, is to cover any outstanding pecuniary damage as well as non-pecuniary damage and costs and expenses and will be payable within three months from the date of notification of the judgment by the Court pursuant to Article 39 of the European Convention on Human Rights. From the expiry of the above-mentioned three months until settlement simple interest shall be payable on the above amount at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points.

We accept the proposal and waive any further claims against Slovakia in respect of the facts of this application. We declare that this, taken together with the agreement on restitution of the real property in question which the parties concluded on 21 October 2004, constitutes a final resolution of the case.

This declaration is made in the context of a friendly settlement which the Government and the applicants have reached.

We further undertake not to request that the case be referred to the Grand Chamber under Article 43 § 1 of the Convention after the delivery of the Court's judgment.”

## THE LAW

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

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

11. Accordingly, the case should be struck out of the list.

## FOR THESE REASONS, THE COURT UNANIMOUSLY

*Decides* to strike the case out of the list.

Done in English, and notified in writing on 15 February 2005, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Michael O'BOYLE  
Registrar

Nicolas BRATZA  
President