CONSEIL DE L'EUROPE

COUNCIL OF EUROPE

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

SECOND SECTION

CASE OF TRYKHLIB v. UKRAINE

(Application no. 58312/00)

JUDGMENT

STRASBOURG

20 September 2005

FINAL

20/12/2005

This judgment will become final in the circumstances set out in Article 44 § 2 of the Convention. It may be subject to editorial revision.

In the case of Trykhlib v. Ukraine,

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

Mr J.-P. COSTA, *President*,
Mr I. CABRAL BARRETO,
Mr V. BUTKEVYCH,
Mrs A. MULARONI,
Mrs E. FURA-SANDSTRÖM,
Ms D. JOČIENĖ,
Mr D. POPOVIĆ, *judges*,
and Mrs S. DOLLÉ, *Section Registrar*,

Having deliberated in private on 30 August 2005,

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

PROCEDURE

1. The case originated in an application (no. 58312/00) against Ukraine lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") by a Ukrainian national, Mr Volodymyr Ivanovych Trykhlib ("the applicant"), on 19 November 1999.

2. The Ukrainian Government ("the Government") were represented by their Agents, Ms Zoryana Bortnovska and Ms Valeria Lutkovska.

3. On 3 July 2003 the Court decided to communicate the application to the Government. Under the provisions of Article 29 § 3 of the Convention, it decided to examine the merits of the application at the same time as its admissibility.

THE FACTS

4. The applicant, Mr Volodymyr Ivanovich Trykhlib, was born in 1961 and lives in Nova Kahovka, the Kherson region.

I. THE CIRCUMSTANCES OF THE CASE

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

A. The proceeding for the recovery of salary arrears

6. Between 1997 and 2000 the applicant brought a number of proceedings (see the annexed table) against the Pivdenelektromash Company (a State-owned entity; hereafter "the Company"), seeking the recovery of salary arrears. Two sets of these proceedings were instituted in the Novokahovsky City Court, while the rest of them were brought to the Labour Disputes Commission of the "Pivdenelektromash" company (hereafter "the LDC"). The decisions given by the court and the LDC awarded the applicant the salary arrears which he claimed. These decisions were sent for execution to the Novokahovsky City Bailiffs' Service (hereafter "the Bailiffs' Service").

7. The decisions in the applicant's favour were gradually enforced until 5 June 2000 when the Kherson Regional Court of Arbitration (hereafter "the Arbitration Court") instituted bankruptcy proceedings against the Company and issued an injunction barring the debt recovery.

8. On 20 June 2000 the Bailiffs' Service stayed the execution proceedings against the Company pending the resolution of the bankruptcy case.

9. By letter of 10 August 2000, the Supreme Court of Arbitration directed that the enforcement of salary arrears cases could continue pending the bankruptcy and rehabilitation proceedings.

10. In a letter of 11 December 2000 the Bailiffs' Service requested permission from the Arbitration Court to continue the enforcement proceedings. On 12 January 2001 Judge V. informed the Bailiffs that the claims based on court decisions awarding salary arrears could be paid from the proceeds of the finished products and raw materials belonging to the Company. The Judge stated that an injunction made under Article 12 of the Law of 14 May 1992 "on the Restoration of a Debtor's Solvency or the Declaration of Bankruptcy" (hereafter "the Bankruptcy Act") did not apply to salary payments.

11. On 11 January 2001 the Bailiffs ordered the attachment of the Company's accounts.

12. On 15 January 2001 the Arbitration Court approved the rehabilitation proposal and appointed a trustee to run a bankruptcy rehabilitation programme for the Company's business performance.

13. On 22 March 2001 the Bailiffs' Service, referring to the judge's letter of 12 January 2001, requested the trustee to inform them about the existence of the finished products and raw materials suitable for attachment.

14. However, on 17 January 2002 Judge V. reversed his opinion about attaching and selling the Company's property, particularly as the rehabilitation proceedings were pending, the success of which, in his view, could be jeopardised if the Bailiffs' actions continued.

15. On 23 January 2002 the Prominvest Bank servicing the Company's accounts refused to freeze them on the Bailiffs' request. The bank, *inter alia*, rejected as irrelevant the Bailiffs' reference to the directive of the Supreme Court of Arbitration of 10 August 2000 (see paragraph 9 above).

16. On 14 August 2002 the Kherson Regional Bailiffs' Service notified the applicant that by December 1999 he had been paid a total of UAH 3,477. The payment of the remainder of the awarded amount was impeded by ongoing bankruptcy litigation and the entry into force of the 2001 Law on the Introduction of a Moratorium on the Forced Sale of Property which barred the attachment and sale of the Company's capital assets.

17. In their observations of 1 September 2003 the Government stated that by 2003 all but two of the LDC's decisions (15 and 29 March 2000) and both court judgments in the applicant's favour had been executed, the outstanding debt being UAH 1,277.51[1], out of a total UAH 13,301,688.24[2] owed by the Company to its creditors. In their observations of 21 June 2004, the Government – while confirming the sum above – referred to the LDC decisions of 23 February and 29 March 2000 as having remained un-enforced.

18. The applicant challenged these submissions, stating that the Government had failed to mention the LDC decision of 12 April 2000, which, according to him, had not been executed either. He alleged that the amount due to him totalled UAH 3,783.57[3].

19. On 9 December 2003 the Minister for Justice issued a circular letter, informing the Bailiffs that the injunction against debt collection in bankruptcy cases did not extend to warrants of execution in salary arrears cases.

20. On 15 January 2004 the Bailiffs' Service resumed the execution proceedings in the applicant's case. On 23 January and 10 February 2004 it ordered the attachment of the Company's accounts. However, on 27 February 2004 the Kherson Regional Commercial Court, on the trustee's appeal, quashed these decisions because the Bankruptcy Act envisaged the obligatory suspension of enforcement proceedings pending the resolution of a bankruptcy case. The exemption of salary arrears payments from a general injunction against debt recovery concerned only the Company's current salary expenditures.

21. The Government provided the Court with a copy of a certificate issued on 2 February 2004 by the chief accountant of the Company, attesting that the applicant had refused to accept a sum of UAH 2,000[4] offered to him by the Company as compensation for salary arrears. The

---

[1] EUR 200.41
[2] EUR 2,085,352.89
[3] EUR 593.62
[4] EUR 315.56

applicant stated that the payment of this amount was conditioned by the withdrawal of his application before the Court.

B. The proceeding against the Bailiffs

22. From 1998 to 1999 the applicant on several occasions unsuccessfully attempted to bring criminal proceedings against the officials of the Bailiffs' Service for their allegedly unlawful inactivity. On 8 February 1999 the Novokahovska City Prosecutor's Office ultimately rejected the applicant's complaint due to the lack of evidence to justify any criminal proceedings against the Bailiffs. On 7 May 1999 the Novokahovsky City Court upheld this decision.

23. On 12 January 2000 the Novokahovsky City Court declared inadmissible the applicant's complaints concerning the Bailiffs' inactivity because of his failure to comply with procedural requirements. On 15 March 2000 the applicant's request for leave to appeal was also rejected as he had failed to comply with the procedural requirements provided by law.

24. In December 2000 the applicant applied to the Novokahovsky City Court against the Bailiffs' Service seeking a declaration that the enforcement proceedings in his cases were inadequate. On 8 May 2001 the court rejected the applicant's claim, finding that no fault had been committed by the Bailiffs as the delay in the enforcement of the LDC decisions had been caused by the debtor's lack of funds. It also took into account the 5 June 2000 injunction barring collection of the Company's debts. On 27 June 2001 the Kherson Regional Court upheld this judgment.

II. RELEVANT DOMESTIC LAW

1. *Law of 14 May 1992 "on the Restoration of a Debtor's Solvency or the Declaration of Bankruptcy"*

25. Under Article 12 § 4 of the Law (*Закон України "Про відновлення платоспроможності боржника або визнання його банкрутом"*), a commercial court is entitled to issue an injunction barring debt recovery from a company which is the subject of bankruptcy proceedings. The injunction implies a prohibition on the Bailiffs' Service to execute judgments against such a company. The same Article provides that the company protected by the injunction shall be immune from any fines and other sanctions for non-fulfilment or improper fulfilment of its financial obligations during the moratorium. However, Article 12 § 6 of the Law provides that the injunction above is not absolute and does not cover, *inter alia*, salary payments.

26. Article 16 of the Law provides that a trustee must call a meeting of the creditors, to be held within ten days after the institution of the bankruptcy proceedings. At the meeting, each creditor has a vote proportionate to his/her claim.

27. According to Article 17 of the Law, the Commercial Court may approve the proposal of the meeting of creditors, and order bankruptcy rehabilitation proceedings for a period of no more than one year. The court by the same ruling shall appoint a licensed trustee to run the rehabilitation programme.

28. Article 31 of the Law sets the order of priority of claims. The bankrupt's debts to its employees hold second rank to secured debts and the costs and expenses incurred in the course of the bankruptcy/rehabilitation proceedings.

2. The letter of the Supreme Court of Arbitration of 10 August 2000

29. In paragraph 2.5 of the Letter, the court stated that the injunction against debt recovery from a company undergoing bankruptcy proceedings did not cover salary payments and, therefore, could not bar the enforcement of court judgments granting salary arrears.

3. Law of 21 April 1999 "on Enforcement Proceedings"

30. Under Article 2 of the Law (*Закон України "Про виконавче провадження"*), the enforcement of judgments is entrusted to the State Bailiffs' Service. Under Article 85 of the Law, the creditor may file a complaint against actions or omissions of the State Bailiffs' Service with the head of the competent department of that Service or with a local court. Article 86 of the Law entitles the creditor to institute court proceedings against a legal person, entrusted with the enforcement of a judgment, for the inadequate enforcement or non-enforcement of that judgment, and to receive compensation.

31. Article 44 of the Law provides that the claims of employees, deriving from court decisions in labour disputes, are paid off in the course of enforcement proceedings as third ranking debts, after secured debts and maintenance and industrial disablement benefits.

32. The relevant parts of the Law of 29 November 2001 "on the Introduction of a Moratorium on the Forced Sale of Property" and the judgment of 10 June 2003 of the Constitutional Court on that moratorium are set out in the judgment of 26 April 2005 in the case of *Sokur v. Ukraine* (no. 29439/02, §§ 18 and 22).

THE LAW

I. ADMISSIBILITY OF THE COMPLAINTS

A. Alleged violation of Articles 13 and 14 of the Convention

33. The applicant complained that his right to an effective remedy was violated by the prosecutor's refusal to institute criminal proceedings against the Bailiffs dealing with his case. He referred to Article 13 of the Convention. The Court recalls that the right to have criminal proceedings instituted against a third person and to have the person concerned convicted is not as such guaranteed by the Convention (see, *Kubiszyn v. Poland* (dec.), no. 37437/97, 21 September 1999). It therefore finds that this part of the application is incompatible *ratione materiae* with the provisions of the Convention and must be rejected pursuant to Article 35 §§ 3 and 4 of the Convention.

34. The applicant further relied on Article 14 of the Convention (the prohibition on discrimination) without any further reasoning. The Court finds no indication whatsoever in the case-file which might disclose any appearance of a violation of this provision. The Court, therefore, rejects this part of the application, in accordance with Article 35 §§ 3 and 4 of the Convention, as being manifestly ill-founded.

B. Alleged violation of Article 6 § 1 of the Convention

35. The applicant complained about the State authorities' failure to execute the decisions of the LDC awarding him salary arrears against his employer. He relied on Article 6 § 1 of the Convention, which in so far as relevant provides:

> "In the determination of his civil rights and obligations ..., everyone is entitled to a fair and public hearing ... by an independent and impartial tribunal established by law."

1. The submissions of the parties

36. The Government submitted that the applicant had failed to exhaust domestic remedies as required by Article 35 § 1 of the Convention since he had not availed himself of the opportunity to apply to the Kherson Arbitration Court to be registered as a creditor in the bankruptcy proceedings pending against the Pivdenelektromash Company. The Government conceded that the applicant was not obliged to transfer his writ of execution to the trustee running the bankruptcy proceedings until the

Company was declared bankrupt (in which case the writ would automatically be transferred by the Bailiffs' Service to the liquidation commission). However, the Government considered that the applicant's involvement in the bankruptcy proceedings would have given him added advantages as his claims would have been freed from the court injunction barring debt recovery from the Company and would have been satisfied as second in line. The applicant would also have been able to influence the course of the bankruptcy rehabilitation proceedings conducted by the trustee through the creditors' meeting.

37. The applicant contested this submission, pointing out that his registration as a creditor in the insolvency proceedings would have entailed the termination of the execution proceedings in his case. He considered that the status of a creditor in the execution proceedings was more advantageous than in the bankruptcy proceedings. Therefore, he alleged that the resort to this remedy was redundant and ineffective.

2. The Court's assessment

38. The Court reiterates that the purpose of Article 35 § 1 of the Convention is to afford the Contracting States the opportunity of preventing or putting right the violations alleged against them before those allegations are submitted to the Court. However, the only remedies to be exhausted are those which are effective. It is incumbent on the Government claiming non-exhaustion to satisfy the Court that the remedy was an effective one, available in theory and in practice at the relevant time (see *Khokhlich v. Ukraine*, no. 41707/98, § 149, 29 April 2003). The Court further points out that, where there is a choice of remedies open to an applicant, Article 35 must be applied to reflect the practical realities of the applicant's position in order to ensure the effective protection of the rights and freedoms guaranteed by the Convention (see, *mutatis mutandis*, *Airey v. Ireland*, judgment of 9 October 1979, Series A no. 32, § 23; *Hilal v. the United Kingdom* (dec.), no. 45276/99, 8 February 2000).

39. The Court notes that in the present case the applicant had two options in relation to the enforcement of the decisions. On the one hand, he had a possibility (which he opted for) to submit his writ of execution to the Bailiffs' Office to be dealt with in ordinary execution proceedings. On the other hand, he could have withdrawn from the execution proceedings and applied for registration as a creditor under the Bankruptcy Act (which, in the Government's view was the more appropriate course of action). The Court, therefore, must determine whether the latter remedy was effective and could have ensured a better protection of the applicant's rights.

40. The Court notes in the first place that the Government were unable to provide any example of a successful, comparable case in which an employee was paid his/her salary arrears as a result of registration as a

creditor in bankruptcy proceedings, after withdrawing enforcement proceedings.

41. Moreover, as regards the priority of claims in execution and bankruptcy proceedings, the Court observes that both the Law on Enforcement Proceedings and the Bankruptcy Act rank the applicant's type of debt in second place, so neither procedure is more advantageous in this respect. Insofar as the Government state that, once registered as a creditor, the applicant would have been able to influence the development of the bankruptcy proceedings, the Court notes that the weight of the creditor's vote at the creditors' meetings depends on the amount of the debt. Therefore, the applicant's small claim of UAH 1,277.51 (around EUR 200) would have given him negligible influence in any vote in relation to the Company's overall debts of UAH 13,301,688.24 (well over EUR 2 million - paragraph 17 above).

42. In the light of these circumstances, the Court concludes that, whilst it is true that two remedies were available to the applicant, the Government have failed to demonstrate that joining the bankruptcy litigation as a creditor would have given the applicant such advantages as to warrant giving up the ordinary enforcement procedure. Therefore, the applicant was absolved from pursuing the remedy invoked by the Government and has therefore complied with the requirements of Article 35 § 1. Accordingly, the Court dismisses the Government's preliminary objection as regards the applicant's complaint under Article 6 § 1 of the Convention.

43. The Court considers, in the light of the parties' submissions, that the applicant's complaint under Article 6 § 1 of the Convention raises serious issues of fact and law under the Convention, the determination of which requires an examination of the merits. No ground for declaring it inadmissible has been established.

II. MERITS

1. Parties' submissions

44. The Government maintained that the lengthy failure to enforce decisions in the applicant's favour had been caused by the ongoing bankruptcy proceedings against the debtor Company and its critical financial situation. In particular, the Government stressed that the Company's overall debt totalled UAH 13,301,688.24 and could not be immediately repaid. The Government further maintained that the Bailiffs' Service performed all necessary actions and cannot be blamed for the delay. The regularity of the enforcement proceedings in the present case was confirmed by the domestic courts.

45. The applicant put in doubt the willingness of the Bailiffs to enforce the decisions in his favour. He maintained that the enforcement proceedings

were barred first by the bankruptcy proceedings against the debtor and then by the Law "on the Introduction of a Moratorium on the Forced Sale of Property". The applicant submitted that the steps taken by the State were insufficient to ensure his right to have court decision given in his favour enforced without undue delay.

2. The Court's assessment

a. Preliminary considerations

46. The Court notes in the first place that the decisions of the LDC in the applicant's case are the equivalent of court decisions, and the State bears responsibility for their non-execution (see *Romashov v. Ukraine*, no. 67534/01, § 41, 27 July 2004). The Court also finds it unnecessary to embark on a discussion of the exact amount of the Company's debt to the applicant, the outcome of which would be of no relevance in the present case as the principal question to be determined is whether the State is responsible for the delay in the enforcement of the LDC decisions (see, *mutatis mutandis*, *Sokur v. Ukraine*, cited above § 32). It suffices for the Court to find that, in any event, the oldest of the unenforced decisions was taken in February 2000.

b. As to the infringement of Article 6 § 1 of the Convention

47. The Court reiterates that the right of access to court includes a right to have a court decision enforced without undue delay (see *Immobiliare Saffi v. Italy* [GC], no. 22774/93, ECHR 1999-V, § 66). However, a stay of execution of a judicial decision for such period as is strictly necessary to enable a satisfactory solution to be found to public order problems may be justified in exceptional circumstances (see *Immobiliare Saffi v. Italy*, § 69).

48. The Court notes the Government's arguments that the length of non-enforcement in the present case was due to the impossibility of pursuing the execution proceedings pending the resolution of the bankruptcy case, as well as the financial difficulties of the respondent company.

49. The Court must first address the Government's submissions regarding the ongoing bankruptcy proceedings. It observes that in the course of such proceedings the commercial court may block any debt retrieval from the bankrupt entity, and the latter remains immune from any penalties for the delays in honouring their obligations for the duration of those proceedings. The Court recalls that it has already found in the *Sokur v. Ukraine* case (cited above, §§ 34-35) that this procedure, applied in similar circumstances, can lead to the violation of Article 6 § 1 of the Convention. Moreover, in the present case, the situation was aggravated by a striking discordance between the domestic authorities as to the correct interpretation of the Bankruptcy Act. The Court notes that there were two unsuccessful

attempts by the Bailiffs to enforce the applicant's judgment debts. The Bailiffs' actions were based on the interpretation of Article 12 of the Bankruptcy Act given by the Supreme Court of Arbitration and the Minister for Justice, which interpretation sanctioned the parallel development of bankruptcy proceedings and enforcement in cases of salary arrears. This interpretation was first endorsed by the Kherson Regional Court of Arbitration which, however, a year later, reversed its opinion on the issue and prohibited the attachment and forced sale of the Company's property.

50. The Court reiterates that it is primarily for the national authorities, notably the courts, to resolve problems of the interpretation of domestic legislation (*Waite and Kennedy v. Germany* [GC], no. 26083/94, 18 February 1999, § 54). However, it observes that Article 6 § 1 imposes on Contracting States the duty to organise their legal systems in such a way that their authorities can meet its requirements (see, *mutatis mutandis*, *Podbielski v. Poland*, judgment of 30 October 1998, *Reports of Judgments and Decisions* 1998-VIII, p. 3395 § 38). In the present case the domestic courts did not choose the solution which would have permitted the State to honour its obligations under the Convention. Instead, the bankruptcy injunction created a situation in which the apparently active Company, where the applicant is still a full-time employee, was capable of meeting his salary arrears (see paragraphs 16 and 20 above), but the Bailiffs were prevented from pursuing the legal enforcement of the court decisions in the applicant's favour against the Company.

51. Insofar as the Government refer to the Company's critical financial situation, the Court recalls that it was undoubtedly a State-owned entity. As such, it attracted the application of the 2001 Law on the Introduction of a Moratorium on the Forced Sale of Property (see paragraph 16 above), barring the attachment and sale of the capital assets of State-owned enterprises. The Court recalls that domestic law does not offer a creditor like the applicant, or the Bailiff, any possibility to challenge this restriction in case of abuse or an unjustified application. Nor can a compensation claim be made for the delay in enforcement caused by this restriction (see *Sokur v. Ukraine*, cited above, § 35).

52. The Court finds, therefore, that by failing since February 2000, i.e. some five years and four months, to take the necessary measures to comply fully with the decisions of the LDC, the authorities deprived the provisions of Article 6 § 1 of the Convention of much of their useful effect.

53. There has, accordingly, been a violation of Article 6 § 1 of the Convention.

III. APPLICATION OF ARTICLE 41 OF THE CONVENTION

54. 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

55. The Court points out that, under Rule 60 of the Rules of Court, any claim for just satisfaction must be itemised and submitted in writing, together with the relevant supporting documents, failing which the Court may reject the claim in whole or in part.

56. The applicant claimed EUR 56,000 in respect of pecuniary and non-pecuniary damage.

57. The Government maintained that the applicant had not specified the nature of the damage caused to him and had not substantiated the amounts claimed.

58. The Court does not discern any causal link between the violation found and the pecuniary damage alleged; it therefore rejects this claim. However, the Court takes the view that the applicant has suffered some non-pecuniary damage as a result of the violations found which cannot be made good by the Court's mere finding of a violation. Nevertheless, the amounts claimed are excessive. Making its assessment on an equitable basis, as required by Article 41 of the Convention, the Court awards the applicant the sum of EUR 2,560 in respect of non-pecuniary damage.

B. Costs and expenses

59. The applicant did not submit any claim under this head within the set time-limit; the Court therefore makes no award in this respect.

C. Default interest

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

FOR THESE REASONS, THE COURT UNANIMOUSLY

1. *Declares* the complaint under Article 6 § 1 of the Convention admissible and the remainder of the application inadmissible;

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

3. *Holds*
   (a) that the respondent State is to pay the applicant, within three months from the date on which the judgment becomes final according to Article 44 § 2 of the Convention, EUR 2,560 (two thousand five hundred and sixty euros) in respect of non-pecuniary damage, to be converted into the national currency of the respondent State at the rate applicable at the date of settlement, plus any tax that may be chargeable;
   (b) that 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;

4. *Dismisses* the remainder of the applicant's claim for just satisfaction.

Done in English, and notified in writing on 20 September 2005, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

S. DOLLÉ	J.-P. COSTA
Registrar	President

APPENDIX

List of the decisions of the Novokahovsky City Court and the labour disputes commission of the Pivdenelektromash Company.

No.	Decision body	Date of decision	Sum awarded (UAH)
1.	court	27 May 1997	738
2.	court	23 July 1997	228
3.	commission	24 July 1997	173
4.	commission	21 August 1997	175
5.	commission	4 September 1997	175
6.	commission	2 October 1997	213
7.	commission	30 October 1997	150
8.	commission	27 November 1997	145
9.	commission	5 February 1998	202
10.	commission	19 February 1998	189
11.	commission	20 March 1998	176
12.	commission	16 April 1998	179
13.	commission	31 May 1998	231
14.	commission	25 June 1998	161
15.	commission	15 July 1998	185
16.	commission	20 August 1998	196
17.	commission	2 September 1998	165
18.	commission	22 October 1998	199
19.	commission	26 November 1998	178
20.	commission	24 December 1998	183
21.	commission	23 February 1999	162
22.	commission	23 February 1999	109
23.	commission	18 March 1999	103
24.	commission	15 April 1999	181.07
25.	commission	25 May 1999	186
26.	commission	29 June 1999	152
27.	commission	12 July 1999	89
28.	commission	10 September 1999	213.57
29.	commission	10 September 1999	190.03
30.	commission	11 October 1999	217.63
31.	commission	12 November 1999	327
32.	commission	16 December 1999	218
33.	commission	17 January 2000	128.76
34.	commission	23 February 2000	315.72
35.	commission	15 March 2000	961.79
36.	commission	29 March 2000	316
37.[1]	commission	12 April 2000	121

[1] According to the applicant's submissions