



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

FIRST SECTION

CASE OF GAVRIELIDOU AND OTHERS v. CYPRUS

(Application no. 73802/01)

JUDGMENT

STRASBOURG

6 April 2006

FINAL

06/07/2006

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 Gavrielidou and Others v. Cyprus,

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

Mr C.L. ROZAKIS, *President*,

Mr L. LOUCAIDES,

Mrs F. TULKENS,

Mr P. LORENZEN,

Mrs N. VAJIĆ,

Mr D. SPIELMANN,

Mr S.E. JEBENS, *judges*,

and Mr S. NIELSEN, *Section Registrar*,

Having deliberated in private on 16 March 2006,

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

PROCEDURE

1. The case originated in an application (no. 73802/01) against the Republic of Cyprus lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by five Cypriot nationals, Mrs Macedonia Gavrielidou, Mr Nicos Kannavas, Mr Andreas Kannavas, Mrs Maria Kannava and Mr George Kannavas on 28 August 2001.

2. The applicants were represented by Mr A. Demetriades, a lawyer practising in Nicosia. The Cypriot Government (“the Government”) were represented by their Agent at the time Mr Solon Nikitas, Attorney-General of the Republic of Cyprus.

3. The applicants alleged a violation of Articles 6 and 13 of the Convention concerning the length of two sets of proceedings in which they had been parties. In particular, they claimed that the length had exceeded the “reasonable time” requirement in Article 6 § 1 of the Convention and that they had not had an effective remedy at their disposal in breach of Article 13 of the Convention. Further, the second, third, fourth and fifth applicants complained of a violation of Article 1 of Protocol No. 1 in that due to the excessive length of the proceedings they had not been able to use or develop their property.

4. The application was allocated to the Second Section of the Court (Rule 52 § 1 of the Rules of Court). Within that Section, the Chamber that would consider the case (Article 27 § 1 of the Convention) was constituted as provided in Rule 26 § 1.

5. By a decision of 13 November 2003 the Court declared the application admissible as regards the complaints of the first, second, fourth and fifth applicants.

6. On 1 November 2004 the Court changed the composition of its Sections (Rule 25 § 1). This case was assigned to the newly composed First Section (Rule 52 § 1).

7. The applicants and the Government each filed observations on the merits (Rule 59 § 1).

THE FACTS

I. THE CIRCUMSTANCES OF THE CASE

8. The applicants, Mrs Macedonia Gavrielidou, Mr Nicos Kannavas, Mrs Maria Kannava and Mr George Kannavas were born in 1926, 1936, 1943 and 1969 respectively and live in Limassol.

A. Background to the case

9. The applicants were defendants in two sets of proceedings initiated against them before the District Court of Limassol.

10. Both actions were originally filed against the first and second applicants and Mr Andreas Kannavas in relation to contracts for the sale of certain flats in a block that had been built by a company known as A. Pieris Estates Ltd on land owned by the applicants in the coastal area of Limassol. On 10 March 1978 the applicants had concluded an agreement with the above company allowing the latter to build a block of flats and a restaurant on their land. In return the company would have 75% of the flats (twenty five in total) and a share equivalent to that percentage in the restaurant. The company had also undertaken to complete and deliver to the applicants in a specified period of time the remaining ten flats tantamount to a 25% share in the building. The applicants would also have a share of 25% in the restaurant. Following an agreement between the above company, the applicants and another company (A. Pieri Alakatoudi Beach Court Ltd) on 7 April 1978, the above company transferred all the rights it had in the block to A. Pieri Alakatoudi Beach Court Ltd. The latter then concluded contracts with the third persons for the sale of flats in the block. It appears that these contracts were not deposited with the Land Registry.

11. Subsequently, in 1982, the applicants terminated their agreements with the companies in view of the fact that the latter had not completed the work undertaken in the period prescribed. The termination of the aforementioned agreements had been the object of an action before the District Court of Limassol (action no. 2024/82) filed by the applicants, who had also requested an order for the sale of 75% of the building by auction to cover the amount of damages. Following an agreement on 26 March 1982

between the purchasers and A. Pieri Alakatoudi Beach Court Ltd, the flats were completed and delivered to the applicants and the purchasers. Both the applicants and the purchasers took possession of the flats. It appears however that the rest of the building was not completed.

12. The purchasers then brought civil actions against the applicants and A. Pieri Alakatoudi Beach Court Ltd concerning the flats (*action no. 5949/85, St George Car Hire Ltd others v. Macedonia Gavrielidou and others* and *action no. 702/86, Andreas Tsaggaris v. Macedonia Gavrielidou and others*). This company was subsequently wound up and the official receiver was joined as a defendant in the domestic proceedings, being the liquidator of this company.

13. In both sets of proceedings the plaintiffs requested the same remedies: an order by the court declaring that, firstly, the contracts of sale of the relevant flats concluded between them and the above-mentioned company were binding on the latter as well as the applicants who were not parties to the contracts; secondly, that the applicants as co-owners and/or sellers of the relevant flats held the flats as trustees for the benefit of the plaintiffs; and lastly, any other remedy the court deemed fit to award.

14. Following the death of Mr Andreas Kannavas on 18 May 1995, the last two applicants were appointed as administrators of his estate and were joined on 19 June 1996 (civil action no. 5949/85) and 11 January 1996 (civil action no. 702/86) as defendants in both sets of proceedings. They are the wife and son of the deceased and two of his four heirs. Furthermore, on 26 January 1998 the first applicant transferred her share in the relevant property to her two sons.

B. Civil action no. 5949/85, St George Car Hire Ltd and others v. Macedonia Gavrielidou and Others

15. On 17 October 1985 civil action no. 5949/85 was filed in the District Court of Limassol by fourteen plaintiffs against the first and second applicants, Mr Andreas Kannavas and A. Pieri Alakatoudi Beach Court Ltd.

16. Between the above date and 1 January 1989 the submission of the parties' pleadings took place and the court dealt with various applications for amendments thereto.

17. From 1 January 1989 until 16 December 1994 the court dealt with an application for amendment of the title of the action and statement of claim following one of the plaintiffs' death, an application by the plaintiffs for amendments to their pleadings in respect of which it issued an interim decision and an application by the applicants for the discovery on oath of documents relevant to the proceedings. Within this period the case was adjourned approximately three times at the applicants' request and approximately seven times at the parties' requests. It was also adjourned by the court itself for nearly six months (from 16 May 1990 until 8 November 1990). Furthermore, the applicants sent a letter to the President of the

Limassol District Court on 8 December 1994 complaining about the length of proceedings in the case.

18. From 1 January 1995 until 28 April 1998 the case was adjourned several times. Approximately six adjournments were at the applicants' request; four of these concerned the appointment of a new lawyer. There were also approximately ten adjournments at the parties' request and five at the plaintiffs'. Certain of these adjournments related to *inter alia* the amendment of pleadings following the death of one of the plaintiffs and Mr Andreas Kannavas. The last two applicants were joined to the proceedings as administrators of the deceased's estate on 19 June 1996. The court also adjourned the case approximately four times, one of these being for a period of over four months (from 15 May 1997 until 3 October 1997). Further, within this period the applicants sent a number of letters to the relevant domestic authorities complaining about the length of the proceedings.

19. On 28 April 1998 the plaintiffs' lawyers did not appear before the court and the action was dismissed in favour of the applicants and the defendant company. On the following day the plaintiffs filed an application for the reinstatement of the proceedings. However, because of an oversight by the Registry, the application was not put before a judge until 16 November 1998. Following the filing by the applicants of an objection to the above application, on 23 April 1999 the court issued a decision reinstating the action.

20. From the above date until 28 June 2002 the case was adjourned several times; once at the applicant's request, approximately twelve times at the parties' request and four at the plaintiffs'. The applicants expressed their reluctance at least concerning one of the adjournments. Certain of the above adjournments related to *inter alia* the amendment of pleadings following the death of one of the plaintiffs and the appointment of his administrator. Within this period the court also issued an interim decision dismissing an application by the applicants concerning the amendment of the plaintiffs' pleadings. The hearing of the case that had commenced on 18 May 2001 was eventually concluded on 28 June 2002. A total of eight sessions were held.

21. The Limassol District Court reserved judgment on the above date but following a reopening of the case for unspecified reasons, judgment was reserved again in January 2003.

22. On 30 May 2003 the district court delivered its judgment dismissing the action against the applicants and awarded them costs and expenses. In particular, it concluded that the applicants were not bound by the relevant contracts and that no trust had been created between them and the plaintiffs. However, the court found in favour of the plaintiffs concerning the defendant company.

23. On 9 July 2003 the plaintiffs filed an appeal (no. 11776) against the above decision with the Supreme Court.

24. The Supreme Court delivered its judgment on 27 January 2006 setting aside the district court's judgment and awarding costs and expenses in favour of the appellants. The court found that the applicants held the flats as trustees for the benefit of the appellants and ordered the applicants to ensure registration or transfer of the apartments in the appellants' names.

C. Civil action no. 702/86, Andreas Tsaggaris v. Macedonia Gavrielidou and Others

25. On 10 February 1986 civil action no. 702/86 was filed in the District Court of Limassol by a plaintiff against, *inter alia*, the first and second applicants, Mr Andreas Kannavas and A. Pieri Alakatoudi Beach Court Ltd.

26. Between the above date and 11 September 1987 the parties submitted their pleadings and the court dealt with an application by the applicants for the amendment of their defence.

27. On 11 September 1987 the case was taken off the trial list, following a request by the plaintiff's lawyer and the accord of the applicants' lawyer, in view of the fact that an application for a winding-up order of the defendant company was pending before the District Court of Nicosia. The court in particular stated that "by consent the action is taken off the trial list to be fixed afresh on the application of either side to the Registrar when the case [was] ready to be heard".

28. On 29 October 1987 the applicants' lawyer notified the court that the winding-up order had been issued against the defendant company and that the plaintiff could only continue the action against the latter with the leave of the court.

29. On 19 March 1988 the Official Receiver requested the court not to grant leave for the continuation of the action at that particular time. Thus, the proceedings remained suspended.

30. The action was fixed for mention on 14 March 1995 following a letter sent on 9 February 1995 to the court by the applicants' lawyer.

31. Between the above date and 7 March 2002, only two hearing sessions were held. The case was fixed before the court a number of times and several adjournments took place for the purposes *inter alia*, of applications for amendments to pleadings and objections thereto, applications for adjournments and appointment of new lawyers and of administrators. Approximately five adjournments were at the plaintiff's request, three at the parties' and two at the applicants' request. On 11 January 1996 the last two applicants were joined to the proceedings as administrators of the estate of Mr Andreas Kannavas. The case also appears to have remained dormant from 14 May 1996 and 31 October 1997.

Further, the case was adjourned because of proceedings pending before the Supreme Court, namely, on 15 September 1998 by an order of the Supreme Court pending its determination of applications by the plaintiff for *certiorari* and *prohibition* until the decision was adopted on 18 March 1999,

and, secondly, pending the determination of an appeal lodged by the plaintiff on 6 February 2001 against the decision by the district court dismissing an application for an amendment of his statement of claim. The Supreme Court rejected his latter appeal on 21 February 2002. In addition, within this period the applicants sent a letter to the relevant domestic authorities complaining about the length of proceedings in the case.

32. From 8 March 2002 until 26 March 2002 three hearing sessions took place and one session of oral submissions.

33. By a judgment dated 23 May 2002, the district court dismissed the action concerning the applicants finding that no trust had been created between them and the plaintiff. The court however found in favour of the plaintiff regarding the defendant company.

34. On 2 July 2002 the plaintiff filed an appeal against the first instance judgment. The appeal was heard on 21 March 2003, following one adjournment at the applicants' request with the plaintiff's consent.

35. On 21 April 2003 the Supreme Court rejected the appeal and confirmed the findings of the district court. Costs and expenses were awarded in favour of the applicants.

THE LAW

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

36. The applicants complained that the length of the proceedings had been incompatible with the "reasonable time" requirement, provided in Article 6 § 1 of the Convention, which reads as follows:

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

37. The Government contested that argument.

A. Period to be taken into consideration

38. The first set of proceedings (action no. 5949/85) commenced on 17 October 1985. The period in question ended on 27 January 2006. It therefore lasted twenty years, three months and sixteen days for two levels of jurisdiction. The second set of proceedings (action no. 702/86) commenced on 10 February 1986. The period in question ended on 21 April 2003. It thus lasted seventeen years, two months and eleven days for two levels of jurisdiction.

39. The period to be taken into consideration began on 1 January 1989, when the recognition by Cyprus of the right of individual petition took effect. It thus amounted to seventeen years and thirty days for the first set of

proceedings and fourteen years, three months and twenty days in respect of the second set.

40. However, the Court reiterates that, in order to determine the reasonableness of the length of time in question, regard must be had to the state of the case on 1 January 1989 (see, among other authorities, *Styranowski v. Poland*, no. 28616/95, § 46, ECHR 1998-VIII). In this connection the Court notes that the proceedings in the actions commenced on 17 October 1985 and 10 February 1986 and that, therefore, when the right of individual petition took effect in respect of Cyprus, the first proceedings had already been pending for three years, two months and fifteen days and the second proceedings for two years, ten months and nineteen days.

B. Reasonableness of the length of the proceedings

41. The Court reiterates that the reasonableness of the length of proceedings must be assessed in the light of the circumstances of the case and with reference to the following criteria: the complexity of the case, the conduct of the applicants and the relevant authorities and what was at stake for the applicants in the dispute (see, among many other authorities, *Pélissier and Sassi v. France* [GC], no. 25444/94, § 67, ECHR 1999-II and *Frydlender v. France* [GC], no. 30979/96, § 43, ECHR 2000-VII).

42. The Court has frequently found violations of Article 6 § 1 of the Convention in cases raising issues similar to the one in the present case (see *Pélissier and Sassi* and *Frydlender*, cited above).

43. The Court has taken note of the parties' conduct in the proceedings, in particular that of the applicants' (see, *inter alia*, paragraphs 17, 18, 20 and 31 above) and that certain delay in the proceedings before the Limassol District Court was due to procedural factors concerning various applications by the parties some of which required interim decisions to be taken (see paragraphs 17, 19, 20 and 31 above). Furthermore, in the second set of proceedings, the Court observes that during the period that the case had remained off the trial list, the applicants did not take any steps with regard to the case for a significant amount of time (see paragraphs 28 and 30 above).

44. Notwithstanding, the Court considers that these are not sufficient to justify the protracted length of the proceedings, in particular before the Limassol District Court. In this regard the Court recalls that Article 6 § 1 of the Convention imposes on the Contracting States the duty to organise their judicial system in such a way that their courts can meet each of its requirements, including the obligation to hear cases within a reasonable time (see *Pélissier and Sassi*, § 74 and *Frydlender*, § 45, cited above).

45. In conclusion, having examined all the material submitted to it and having taken into account the circumstances of the case and the overall duration of the proceedings, the Court finds that in the instant case the

length of the proceedings was excessive and failed to meet the “reasonable time” requirement.

There has accordingly been a breach of Article 6 § 1.

II. ALLEGED VIOLATION OF ARTICLE 13 OF THE CONVENTION

46. The applicants further complained about the lack of an effective remedy with regard to the excessive length of the proceedings contrary to Article 13 of the Convention that provides as follows:

“Everyone whose rights and freedoms as set forth in [the] Convention are violated shall have an effective remedy before a national authority notwithstanding that the violation has been committed by persons acting in an official capacity.”

47. The Government contested that argument. They repeated the arguments they submitted before the Court at the admissibility stage concerning their objection for non-exhaustion of domestic remedies. In particular, relying on the judgment of the Supreme Court in the case of *Yiallourou v. Evgenios Nicolaou* (8 May 2001, civil action no. 9931) and on civil action no. 3216/02, they emphasised that the applicants could have instituted a civil action before the domestic courts alleging the violation of their right to a fair hearing due to the protracted length of proceedings under Articles 30 of the Cypriot Constitution and 6 § 1 of the Convention.

48. In addition, the Government noted that ever since the adoption of the Court’s admissibility decision a number of persons had filed civil actions (seven in total) against the Republic claiming damages for human rights violations.

49. The Court reiterates that Article 13 guarantees an effective remedy before a national authority for an alleged breach of the requirement under Article 6 § 1 to hear a case within a reasonable time (see *Kudła v. Poland* [GC], no. 30210/96, § 156, ECHR 2000-XI).

50. The Court notes that in its admissibility decision of 13 November 2003 it rejected the Government’s objection concerning non-exhaustion of domestic remedies, since it considered that the Government had failed to show that at the relevant time, an effective domestic remedy was available to the applicants in respect of the length of the proceedings. The additional information submitted by the Government does not change this situation.

The Court therefore sees no reason to depart from its conclusions reached in its aforementioned decision.

51. Accordingly, the Court considers that in the present case there has been a violation of Article 13 of the Convention on account of the lack of a remedy under domestic law whereby, at the time they lodged their application, they could have obtained a ruling upholding their right to have their case heard within a reasonable time, as set forth in Article 6 § 1 of the Convention.

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

52. In its decision as to the admissibility of the application, the Court considered it appropriate also to examine the complaint of the second, fourth and fifth applicants that the length of the proceedings had infringed their right to the peaceful enjoyment of their possessions, as guaranteed by Article 1 of Protocol No. 1.

53. Article 1 of Protocol No. 1 provides as follows:

“Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law.

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

54. However, having regard to its finding of a breach of Article 6 § 1 of the Convention (see paragraph 45 above), the Court now finds that it is not necessary to examine separately whether, in the present case, there has been a violation of Article 1 of Protocol No. 1 on this length basis (see *Zanghi v. Italy*, judgment of 19 February 1991, Series A no. 194-C, p. 47, § 23). The Court recalls that the eventual negative repercussions on an applicant’s property rights caused by the excessive length of proceedings may be analysed as a consequence of the violation of Article 6 § 1 of the Convention and taken into account for the award of just satisfaction under the latter provision (see *Varipati v. Greece*, no. 38459/97, § 32, 26 October 1999).

IV. APPLICATION OF ARTICLE 41 OF THE CONVENTION

55. 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

56. The applicants claimed 3,951,299 Cypriot pounds (CYP) in respect of pecuniary damage sustained as a consequence of the excessive length of proceedings and the failure of the Cypriot courts to conclude them in reasonable time. The applicants argued that even though they had had the right to deal and use their possessions in theory, their ability to do so in practice had been greatly reduced since they had been unable to develop or

receive income from their property and to recover possession of their flats. Furthermore, since the ownership of the share in the building had been essentially in dispute, the prospect of sale had been severely affected in that potential purchasers were deterred by the dubious legal position of the property. They noted that they could not have applied for title deeds due to the fact that the building had not yet been completed and that two interim orders had been issued in relation to the property in 1985 and 1986 in other actions taken against them.

57. The sum claimed represented the aggregate of rents that could have been collected by the applicants if they had had absolute possession of all flats and facilities and included annual interest at a rate of 8 %. They relied on a valuation report to support their claims under this head that was based on the premise that they were owners of all the building. The report covered the period between 1985, when the proceedings had commenced, until 31 March 2004, the date the valuation report had been completed. The applicants finally pointed out that in the assessment of damages the loss of enjoyment and revenue they suffered due to the fact that they had been unable to benefit from the tourist development in the coastal area of Limassol where the property was situated, should be taken into account.

58. The applicants further claimed the amount of CYP 19,000 each as non-pecuniary damage.

59. Finally, the applicants requested legal interest at an annual rate of 8% on the above amounts.

60. The Government contested these claims. Concerning in particular the applicants' claim for pecuniary damage they noted that the proceedings as such, and therefore also their duration, did not have negative repercussions on the applicants' property rights. In this respect they stressed firstly, that the proceedings did not concern the flats the applicants' had under the agreement but the ones pertaining to the plaintiffs under the relevant agreements with the defendant company. The applicants had not applied to the competent authorities for a certificate of approval for division of those flats and separate title deeds, enabling them to sell, transfer or mortgage them. In any event, even if the flats had been registered into the applicants' names, what affected their ability to deal with them was not the plaintiffs' claim for a declaratory judgment in the proceedings but the applicants' differences with the developers concerning their obligations under the agreement concluded with them and the repudiation thereof. Secondly, the applicants had not taken any steps to take possession of the flats occupied by the plaintiffs before or pending the proceedings and had not raised a counterclaim against them in the proceedings to this effect. Thirdly, no interim orders had been issued against the applicants in these proceedings preventing them to alienate or transfer the property to third parties or from registering the flats in their names or in the names of third parties.

61. The Court does not discern any causal link between the violation found and the pecuniary damage alleged. Under the initial agreement between the applicants and the company, the applicants were only entitled to 25% of the flats, which they took possession of in 1983. It notes that what was at stake in the proceedings was only the plaintiffs' claim in respect of the flats they had bought from the defendant company, i.e. the failure of the defendant company to fulfil its obligations towards them. In any event, the applicants have not made any counter-claims in the proceedings concerning their rights over the flats claimed by the plaintiffs or brought action for gaining possession of the remaining flats. The Court therefore rejects the applicants' claims under this head.

62. On the other hand, the Court considers that the applicants must have suffered non-pecuniary damage, such as distress and frustration resulting from the protracted length of the proceedings. Ruling on an equitable basis, it awards the first and second applicants EUR 16,000 each and the remaining two applicants EUR 13,000 each under that head, plus any tax that may be chargeable on these amounts.

B. Costs and expenses

63. The applicants also claimed CYP 15,963.88 for the costs and expenses incurred before the domestic courts. They submitted five bills of costs in this respect. Furthermore, the applicants claimed a total of CYP 4,199.75 plus VAT for the costs and expenses incurred before the Court on the basis of two bills of costs. The fee of CYP 1,000 for the valuation report submitted to the Court was included in the above amount. Finally, the applicants requested legal interest at an annual rate of 8% on the above amounts.

64. The Government contested the applicants' claim concerning costs and expenses before the domestic courts but left the remainder of the claim to the Court's discretion.

65. According to the Court's case-law, an applicant is entitled to reimbursement of his costs and expenses only in so far as it has been shown that these have been actually and necessarily incurred and were reasonable as to quantum (see *Iatridis v. Greece* (just satisfaction) [GC], no. 31107/96, § 54, ECHR 2000-XI). In the present case, regard being had to the information in its possession and the above criteria, the Court rejects the claim for costs and expenses in the domestic proceedings and considers it reasonable, taking account in particular of the length and complexity of the proceedings, to award the applicants jointly the sum of EUR 4,000 for the proceedings before the Court, plus any tax that may be chargeable on that amount.

C. Default interest

66. 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. *Holds* that there has been a violation of Article 6 § 1 of the Convention;
2. *Holds* that there has been a violation of Article 13 of the Convention;
3. *Holds* that no separate issue arises under Article 1 Protocol No. 1 of the Convention;
4. *Holds*
 - (a) that the respondent State is to pay, within three months from the date on which the judgment becomes final in accordance with Article 44 § 2 of the Convention, the first and second applicants EUR 16,000 (sixteen thousand euros) each and the two remaining applicants EUR 13,000 (thirteen thousand euros) each, in respect of non-pecuniary damage and to the applicants jointly EUR 4,000 (four thousand euros) for costs and expenses plus any tax that may be chargeable on these amounts, to be converted into Cypriot pounds at the applicable rate at the date of settlement;
 - (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;
5. *Dismisses* the remainder of the applicants' claim for just satisfaction.

Done in English, and notified in writing on 6 April 2006, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Søren NIELSEN
Registrar

Christos ROZAKIS
President