



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

FIRST SECTION

CASE OF GRIDIN v. RUSSIA

(Application no. 4171/04)

JUDGMENT

STRASBOURG

1 June 2006

FINAL

01/09/2006

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 Gridin v. Russia,

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,

Mrs N. VAJIĆ,

Mr A. KOVLER,

Mrs E. STEINER,

Mr K. HAJIYEV, *judges*,

and Mr S. NIELSEN, *Section Registrar*,

Having deliberated in private on 11 May 2006,

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

PROCEDURE

1. The case originated in an application (no. 4171/04) against the Russian Federation lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by a Russian national, Mr Vasiliy Nikolayevich Gridin, on 9 December 2003.

2. The Russian Government (“the Government”) were represented by their Agent, Mr P. Laptev, Representative of the Russian Federation at the European Court of Human Rights.

3. On 15 December 2004 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

THE CIRCUMSTANCES OF THE CASE

4. The applicant was born in 1961 and lives in Aleksin in the Tula Region.

5. On 11 October 2001 the Sovetskiy District Court of Tula granted the applicant’s claim against the Tula Regional Department of the Federal Employment Service and awarded him RUR 5,294.69 (EUR 197). On 16 April 2002 the Tula Regional Court upheld the judgment on appeal.

6. On 23 May 2002 the Sovetskiy District Court altered the judgment, indicating that the award was payable by the Ministry of Finance at the expense of the Treasury.

7. On 12 February 2003 the Tula Regional Department of the Ministry of Finance applied for supervisory review of the judgment. On 31 August 2004 the Tula Regional Court refused their application.

8. On 3 December 2004 the Treasury paid the amount outstanding to the applicant's bank account.

THE LAW

I. ALLEGED VIOLATION OF ARTICLE 6 OF THE CONVENTION AND ARTICLE 1 OF PROTOCOL No. 1

9. The applicant complained that the prolonged non-enforcement of the judgment in his favour had violated his right to a court under Article 6 § 1 and his right to peaceful enjoyment of possessions under Article 1 of Protocol No. 1. The relevant parts of these provisions read as follows:

Article 6 § 1

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

Article 1 of Protocol No. 1

“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...”

A. Admissibility

10. The Court notes that the application is not manifestly ill-founded within the meaning of Article 35 § 3 of the Convention. It further notes that it is not inadmissible on any other grounds. It must therefore be declared admissible.

B. Merits

11. The Government submitted that the judgment had been fully enforced and that a possibility of compensating the applicant for non-pecuniary damage would be examined.

12. The applicant responded that he had never been informed of the application for supervisory review lodged by the Tula Department and of the Regional Court's decision on that application. He had not received any offer of compensation for non-pecuniary damage.

13. The Court observes that on 11 October 2001 the applicant obtained a judgment in his favour. On 23 May 2002 the judgment became enforceable against the Treasury. However, it remained unenforced until 3 December 2004, that is for more than two years and nine months. It does not appear that the authorities had taken any effort to pay the judgment debt during that period. The Government did not offer any justification for their failure to act.

14. The Court has frequently found violations of Article 6 § 1 of the Convention and Article 1 of Protocol No. 1 in cases raising issues similar to the ones in the present case (see *Gizzatova v. Russia*, no. 5124/03, § 19 et seq., 13 January 2005; *Wasserman v. Russia*, no. 15021/02, § 35 et seq., 18 November 2004; *Burdov v. Russia*, no. 59498/00, § 34 et seq., ECHR 2002-III).

15. Having examined the material submitted to it, the Court notes that the Government have not put forward any fact or argument capable of persuading it to reach a different conclusion in the present case. Having regard to its case-law on the subject, the Court finds that by failing for years to comply with the enforceable judgment in the applicant's favour the domestic authorities breached his right to a court and prevented him from receiving the money he could reasonably have expected to receive.

16. There has accordingly been a violation of Article 6 of the Convention and Article 1 of Protocol No. 1.

II. APPLICATION OF ARTICLE 41 OF THE CONVENTION

17. 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

18. The applicant claimed compensation for pecuniary and non-pecuniary damage in the amount determined by the Court.

19. The Government submitted that the applicant had failed to apply to a domestic court for adjustment of the original award in line with inflation. Furthermore, he did not explain what kind of non-pecuniary damage he had sustained in consequence of prolonged non-enforcement of the judgment. In any event, in the present case a finding of a violation would constitute sufficient just satisfaction.

20. The Court reiterates, firstly, that applicants cannot be required to exhaust domestic remedies to obtain compensation for pecuniary loss since this would prolong the procedure before the Court in a manner incompatible with the effective protection of human rights (see *Papamichalopoulos and Others v. Greece* (Article 50), judgment of 31 October 1995, Series A no. 330-B, § 40). Nor is there a requirement that an applicant furnish any proof of the non-pecuniary damage he or she sustained.

Turning to the applicant's claim, the Court accepts that he has suffered distress and frustration because of the State authorities' failure to enforce the judgment in his favour within a reasonable time. Making its assessment on an equitable basis, the Court awards the applicant EUR 1,800 in respect of non-pecuniary damage, plus any tax that may be chargeable on that amount.

B. Costs and expenses

21. The applicant also claimed compensation for his expenses incurred in the Strasbourg proceedings. He submitted receipts to the total amount of 357.80 Russian roubles.

22. The Government made no comments on this claim.

23. 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. 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 sum of EUR 20, plus any tax that may be chargeable on that amount.

C. Default interest

24. 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 application admissible;

2. *Holds* that there has been a violation of Article 6 of the Convention and Article 1 of Protocol No. 1;
3. *Holds*
 - (a) that the respondent State is to pay the applicant, 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 Russian roubles at the rate applicable at the date of settlement:
 - (i) EUR 1,800 (one thousand eight hundred euros) in respect of non-pecuniary damage;
 - (ii) EUR 20 (twenty euros) in respect of costs and expenses;
 - (iii) any tax that may be chargeable on the above amounts;
 - (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.

Done in English, and notified in writing on 1 June 2006, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Søren NIELSEN
Registrar

Christos ROZAKIS
President