



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

SECOND SECTION

**CASE OF ÇİÇEK AND ÖZTEMEL AND 6 OTHER CASES
v. TURKEY**

*(Applications nos. 74069/01, 74703/01, 76380/01, 16809/02, 25710/02,
25714/02 and 30383/02)*

JUDGMENT

STRASBOURG

3 May 2007

FINAL

03/08/2007

This version was rectified on 23 October 2007 under Rule 81 of the Rules
of the Court

In the case of Çiçek and Öztemel and 6 other cases v. Turkey,

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

Mrs F. TULKENS, *President*,

Mr A.B. BAKA,

Mr R. TÜRMEK,

Mr M. UGREKHEDIDZE,

Mr V. ZAGREBELSKY,

Ms D. JOČIENĖ,

Mr D. POPOVIĆ, *judges*,

and Mrs S. DOLLÉ, *Section Registrar*,

Having deliberated in private on 3 April 2007,

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

PROCEDURE

1. The case originated in seven applications (nos. 74703/01, 74069/01, 76380/01, 16809/02, 25710/02, 25714/02 and 30383/02) against the Republic of Turkey lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”). Application no. 74703/01 was submitted by ten applicants, namely Mr Abbas Baran, Mr Mehmet Bayram Ceylan¹, Mr Mehmet Cihat Aydın, Mr M. Ali Ağın, Mr Mustafa Yağmur, Mr Hasan Buğa, Mr Fuat Albayrak, Mr Ahmet Hüseyinoğlu, Mr Enver Askan and Mr Hamdusela Ekinci. Application no. 74069/01 was submitted by co-applicants Mr İnayet Çiçek and Mr Necat Öztemel. The remainder of the applications were submitted by Mr Nusret Atlı (no. 76380/01), Mr Musa Narin (no. 16809/02), Mr Şaban Canpolat (no. 25710/02), Mr Mehmet Fikri Yıldırım (no. 25714/02) and Mr Mehmet Salih Kömekçi² (no. 30383/02).

2. The applicants were all represented by Mr Sedat Çınar, a lawyer practising in Diyarbakır. The Turkish Government (“the Government”) did not designate an Agent for the purposes of the proceedings before the Court.

3. On various dates between 2003 and 2005, the Court decided to give notice of the applications to the Government. Under the provisions of Article 29 § 3 of the Convention, it decided to examine the merits of the applications at the same time as their admissibility.

¹ Rectified on 23 October 2007. The name of Mr Mehmet Bayram Ceylan read Mr Bayram Ceylan in the former version of the judgment.

² Rectified on 23 October 2007. The name of Mr Mehmet Salih Kömekçi read Mr Salih Kömekçi in the former version of the judgment.

THE FACTS

THE CIRCUMSTANCES OF THE CASE

4. The applicants are all Turkish nationals who live in Diyarbakır.

5. In May 1999 the applicants were laid off by the Diyarbakır Sur municipality, with which they had been employed.

6. Each of the applicants brought an action in the Diyarbakır Labour Court, claiming outstanding salaries, dismissal indemnities, severance pays and other pecuniary rights.

7. On 11 November 1999 the court ruled in their favour and ordered the municipality to pay the following amounts in Turkish lira (TRL), including costs, together with interest running from June 1999:

- i. TRL 915,737,870 to Abbas Baran;
- ii. TLR 880,824,998 to Mehmet Bayram Ceylan¹;
- iii. TLR 1,062,932,278 to M. Cihat Aydın;
- iv. TLR 911,348,350 to M. Ali Ağın;
- v. TLR 1,111,150,000 to Mustafa Yağmur;
- vi. TLR 935,170,454 to Hasan Buğa;
- vii. TLR 833,474,812 to Fuat Albayrak;
- viii. TLR 1,078,451,254 to Ahmet Hüseyinoğlu;
- ix. TLR 1,021,383,958 to Enver Askan;
- x. TLR 905,829,494 to Hamdusela Ekinci;
- xi. TLR 1,000,000,000 to İnayet Çiçek;
- xii. TRL 999,717,000 to Necat Öztemel;
- xiii. TRL 781,245,000 to Nusret Atlı;
- xiv. TRL 1,111,150,000 to Musa Narin;
- xv. TRL 863,345,000 to Şaban Canpolat;
- xvi. TRL 27,113 to Mehmet Fikri Yıldırım; and
- xvii. TRL 956,675,582 to Mehmet Salih Kömekçi².

8. In the absence of an appeal the judgments became final on 19 November 1999.

9. Within the following months, the applicants initiated enforcement proceedings in order to receive the due amounts. As their efforts proved fruitless, they requested the Diyarbakır Governorship to intervene to facilitate the enforcement of the court's judgments. The Governor's Office informed the applicants that they had requested the municipality to redress

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their grievances. However, the municipality did not make any payment since it was underfunded.

10. At the date of introduction of the current applications, the relevant judgment debts were still outstanding. However, in the meantime, friendly settlement agreements were reached between the following applicants and the municipality on the dates indicated:

- i. Abbas Baran on 17 January 2005;
- ii. Mustafa Yağmur on 25 December 2003;
- iii. Hasan Buğa on 28 December 2001;
- iv. Hamdusela Ekinci on 21 November 2005;
- v. İnayet Çiçek on 11 December 2003;
- vi. Necat Öztemel on 23 December 2003;
- vii. Nusret Atlı on 21 November 2005;
- viii. Musa Narin on 20 May 2003; and
- ix. Mehmet Fikri Yıldırım on 14 February 2002.

11. No settlement was reached with the other applicants. However, the municipality deposited certain partial amounts in the relevant account at the local enforcement office, which amounts were made available to some applicants and later paid.

12. On 9 November 2004 a settlement agreement was reached by the applicants' representative, Mr Sedat Çınar, and the authorities. The agreement concerned the outstanding legal fees stemming from the labour courts' judgments. Mr Çınar waived all of his rights and claims in connection with his representation of the applicants in the labour cases.

13. On 28 March 2005 Mehmet Salih Kömekçi¹, Ahmet Hüseyinoğlu and M. Cihat Aydın initiated fresh claims against the municipality to recover their severance pay.

RELEVANT DOMESTIC LAW AND PRACTICE

14. Article 138 § 4 of the Turkish Constitution provides:

“The bodies of executive and legislative power and the authorities must comply with court decisions; they cannot in any circumstances modify court decisions or defer the enforcement thereof.”

15. Article 28 § 2 of the Code of Administrative Procedure reads:

“2. Decisions and judgments in administrative-law actions concerning a specific amount shall be enforced ... in accordance with the provisions of the ordinary law.”

16. Under Section 82(1) of the Enforcement and Bankruptcy Act (Law no. 2004), State property cannot be seized. Likewise, Section 19(7) of the

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Municipalities Act (Law no. 1580 of 3 April 1930) provides that municipal property that is assigned to a public service cannot be seized.

THE LAW

17. Given the similarity of the applications, both as regards fact and law, the Court deems it appropriate to join them.

I. THE APPLICANTS' VICTIM STATUS

18. The Government submitted that, after the applications were lodged, the municipality had invited the applicants to collect the outstanding amounts payable to them. As a result, nine of the applicants had reached friendly settlement agreements with the municipality. Although the rest of the applicants declined the offer, funds were made available to them within the account of the local enforcement office. The Government, thus, asked the Court to strike the applications out of the Court's list of cases.

19. The applicants contended that the impugned protocols had been made due to their financial vulnerability and that the deposited amounts merely constituted partial payments.

20. The Court observes that the municipality signed settlement protocols with Abbas Baran, Mustafa Yağmur, Hasan Buğa, Hamdusela Ekinci, İlayet Çiçek, Necat Öztemel, Nusret Atlı, Musa Narin and Mehmet Fikri Yıldırım (paragraph 10 above).

21. The protocols stipulated that the applicants waived any outstanding compensation claims, rights and other credits including costs, expenses and legal fees, against the payment of certain lump sum amounts. Furthermore, three applicants among them, namely Mustafa Yağmur, Hamdusela Ekinci and Nusret Atlı, also waived any potential rights and claims in connection with their present applications before the Court.

22. The Court finds that the friendly settlements reached between the parties bear a critical impact on the applications under examination. In similar cases, it has previously found that the matter had been resolved for those applicants who signed friendly settlement protocols and received the relevant amounts, given that their complaints were based on the very issue of non-payment (*Yıldırım and Durman v. Turkey* (dec.), no. 49507/99; *Bilgin v. Turkey* (dec.), no. 69821/01, 3 November 2005; *Şahin v. Turkey* (dec.), no. 33902/02, 20 October 2005). With respect to these nine applicants, the Court finds no reason to depart from its established case-law. In the Court's opinion, the applicants who signed protocols and received certain amounts can no longer be considered victims of a violation of

Article 1 of Protocol No. 1 given the provisions of the settlement protocols that they have signed.

23. However, this reasoning does not require the Court to strike these applications out of its list of cases altogether. It notes that the above-mentioned cases only dealt with complaints under Article 1 of Protocol No. 1. Thus, the “matter” which was resolved through settlement protocols was the “deprivation of property” complaints. Indeed, while the payment of outstanding amounts may sufficiently respond to property-related matters, other complaints, if submitted separately, would remain unresolved unless the State took additional action to remedy them.

24. In this connection, the Court notes that the applicants also complained under Article 6 of the Convention on account of the authorities' failure to execute the labour court's judgments for a significant period of time. It further notes that the case file does not contain any indication that the Government have separately remedied the latter grievance. Therefore, the Court finds it necessary to distinguish the applicants who waived their rights in connection with current applications from those who implicitly reserved them. Given that Mustafa Yağmur, Hamdusela Ekinci and Nusret Atlı expressed a clear intent to discontinue their applications through waiver provisions, the Court considers that the settlement protocols have removed their victim status entirely. Accordingly, the Court decides to strike out the cases of these three applicants, in accordance with Article 37 § 1 (b) of the Convention.

25. With respect to Abbas Baran, Hasan Buğa, İnayet Çiçek, Necat Öztemel, Musa Narin and Mehmet Fikri Yıldırım, however, the Court considers that their victim status have been removed *only* in the context of Article 1 of Protocol No. 1. Their complaints under Article 6, however, require a separate examination on the merits (see, *mutatis mutandis*, *Guerrera and Fusco v. Italy*, no. 40601/98, §§ 54-55, 3 April 2003)

26. Finally, with regard to the amounts deposited in the account of the local enforcement office in favour of the remaining applicants, the Court observes that these amounts failed to correspond entirely to the labour court's judgments. These amounts consisted of the original debts, without the interest, costs and expenses which had been awarded. As such, they fell short of the actual amounts payable to the applicants under the domestic legislation regulating late payments of labour claims. Accordingly, the Court finds that Mehmet Bayram Ceylan¹, M. Cihat Aydın, M. Ali Ağın, Fuat Albayrak, Ahmet Hüseyinoğlu, Enver Askan, Şaban Canpolat and Mehmet Salih Kömekçi² can still claim to have been the victims of

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violations of Article 6 of the Convention as well as Article 1 of Protocol No. 1.

II. ALLEGED VIOLATION OF ARTICLE 1 OF PROTOCOL No. 1

27. The applicants complain that the authorities' failure to pay the judgment debts breached their rights to the peaceful enjoyment of their possessions. They relied on Article 1 of Protocol No. 1, which reads, in relevant part, 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.”

A. Admissibility

28. In addition to their submission that the applicants could no longer be considered victims (see Section I above), the Government also raised the following admissibility challenges.

29. First, they submitted that the Court lacked jurisdiction *ratione materiae*. According to the Government, the Convention and its Protocols do not protect economic and social rights. Article 1 of Protocol No. 1 should not cover the types of rights such as severance pay or dismissal indemnities.

30. The Government also argued that the applicants failed to exhaust all domestic remedies. They submitted that, once the applicants failed to recover the judgment debts, there were a number of options available to them under Turkish law. They could have initiated criminal proceedings against the municipality for failure to comply with court judgments, filed fresh cases to seek temporary remedies such as a stay of execution, or applied for a certificate of insolvency (*aciz vesikası*) which would allow them to resume enforcement proceedings at any time in the future. Furthermore, some of the applicants failed to initiate any enforcement proceedings whatsoever.

31. Thirdly, the Government argued that the complaints under Article 1 of Protocol No. 1 were manifestly ill-founded as the judgments of the labour court remained valid, despite the inability of the municipality to pay the judgment debts. Accordingly, the applicants could not be considered to have been deprived of any rights.

32. Finally, the Government submitted that the applications of Mehmet Salih Kömekçi¹, Ahmet Hüseyinoğlu and M. Cihat Aydın should be

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declared inadmissible for failure to exhaust domestic remedies given the fresh claims initiated by them.

33. With regard to the Government's jurisdictional challenge, the Court recalls that the present applications do not concern the question of whether the applicants are entitled to certain economic and social rights under the Convention. Diyarbakır Labour Court has already addressed that issue as a matter of domestic labour law and resolved it in favour of the applicants. The only matter before this Court is whether the non-execution of the labour court's judgments raises issues under the Convention and its Protocols.

34. In this context, the Court recalls that, in its well-established jurisprudence, Article 1 of Protocol No. 1 as well as Article 6 of the Convention are applicable to non-payment of a judgment debt. Accordingly, the Court dismisses the challenge against its jurisdiction.

35. As regards the Government's "non-exhaustion" objection, the Court recalls that a person who has obtained an enforceable judgment against the State as a result of successful litigation cannot be required to resort to additional proceedings, such as enforcement proceedings, in order to have it executed (see *Metaxas v. Greece*, no. 8415/02, § 19, 27 May 2004). In the same vein, the applicants were not required to seek a temporary remedy or a certificate of insolvency or to initiate criminal proceedings for the purposes of Article 35 § 1 of the Convention. In any event, none of the remedies that the Government pointed out was capable of offering the applicants any prospect of success in forcing the national authorities to pay the due amounts.

36. The Court consequently dismisses the preliminary objection regarding the exhaustion of domestic remedies.

37. With regard to the Government's third preliminary objection, the Court observes that the fact that the labour court's judgments remain valid has no bearing on the complaints before it. The complaints relate to the authorities' failure to execute binding judgments, not to the question of whether the judgments have become invalid. Accordingly, the Court also dismisses the argument that the applicants were not deprived of their rights.

38. Finally, the Court finds it clear from the record that Mehmet Salih Kömekçi¹, Ahmet Hüseyinoğlu and M. Cihat Aydın, like the other applicants, exhausted all domestic remedies, with the labour courts' judgments becoming final on 19 November 1999. The fresh domestic claims which they initiated in a further attempt to collect the unpaid debts did not constitute ordinary and effective remedies which of necessity had to be exhausted.

39. In the light of the foregoing, the Court concludes that the applications submitted by the applicants who have not reached friendly settlement agreements with the municipality require an examination on the merits and there are no other grounds for declaring them inadmissible.

B. Merits

40. The Court reiterates that a “claim” can constitute a “possession” within the meaning of Article 1 of Protocol No. 1 if it is sufficiently established to be enforceable (see *Stran Greek Refineries and Stratis Andreadis v. Greece*, judgment of 9 December 1994, Series A no. 301-B, p. 84, § 59).

41. The Diyarbakır Labour Court's judgments of November 1999 provided the applicants with enforceable claims and not simply a general right to receive support from the State. The judgments had become final as no appeal was filed against them, and enforcement proceedings had been instituted. It follows that the impossibility, for the applicants who have not reached settlements with the municipality, to enforce the judgments in their favour constituted an interference with their right to the peaceful enjoyment of their possessions, as set out in the first sentence of the first paragraph of Article 1 of Protocol No. 1.

42. By failing to comply with the judgments of the labour court, the national authorities prevented the applicants from receiving the money they were entitled to. The Government have not advanced any justification for this interference and the Court considers that a lack of funds cannot justify such an omission (see, *mutatis mutandis*, *Ambruosi v. Italy*, no. 31227/96, §§ 28-34, 19 October 2000; *Burdov v. Russia*, no. 59498/00, §§ 35 and 41, ECHR 2002-III).

43. It follows that there has been a violation of Article 1 of Protocol No. 1 in respect of Mehmet Bayram Ceylan¹, M. Cihat Aydın, M. Ali Ağın, Fuat Albayrak, Ahmet Hüseyinoğlu, Enver Askan, Şaban Canpolat and Mehmet Salih Kömekçi².

III. ARTICLE 6 § 1 OF THE CONVENTION

44. The applicants also complained that the failure by the authorities to comply with the labour court's judgments for a long period of time constituted a violation of their rights protected under Article 6 of the Convention which provides:

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

45. The Court reiterates that Article 6 § 1 secures to everyone the right to have any claim relating to his civil rights and obligations brought before a court or tribunal; in this way it embodies the “right to a court”, of which the

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right of access, that is the right to institute proceedings before courts in civil matters, constitutes one aspect. However, that right would be illusory if a Contracting State's domestic legal system allowed a final, binding judicial decision to remain inoperative to the detriment of one party. It would be inconceivable that Article 6 § 1 should describe in detail procedural guarantees afforded to litigants – proceedings that are fair, public and expeditious – without protecting the implementation of judicial decisions; to construe Article 6 as being concerned exclusively with access to a court and the conduct of proceedings would be likely to lead to situations incompatible with the principle of the rule of law which the Contracting States undertook to respect when they ratified the Convention. Execution of a judgment given by any court must therefore be regarded as an integral part of the “trial” for the purposes of Article 6 (see *Hornsby v. Greece*, judgment of 19 March 1997, *Reports* 1997-II, p. 510, § 40).

46. It is not open to a State authority to cite lack of funds as an excuse for not honouring a judgment debt. Whilst, a delay in the execution of a judgment may be justified in particular circumstances, it may not be such as to impair the essence of the right protected under Article 6 § 1 (see *Immobiliare Saffi v. Italy* [GC], no. 22774/93, § 74, ECHR 1999-V). In the instant case, the applicants should not have been prevented from benefiting from the success of the litigation on the ground of the alleged financial difficulties experienced by the Diyarbakır Sur Municipality.

47. The Court notes that the Diyarbakır Labour Court's judgments of November 1999 remained unenforced wholly or in part at least until settlements protocols were made with certain applicants, and are still unenforced for the rest of the applicants (save for Mustafa Yağmur, Hamdusela Ekinçi and Nusret Atlı: see Section I above).

48. In view of the above, the Court considers that by failing for several years to take the necessary measures to comply with the final judicial decisions in the present case, the authorities deprived the provisions of Article 6 § 1 of all useful effect.

49. There has accordingly been a violation of Article 6 § 1 of the Convention in respect of all of the applicants except for Mustafa Yağmur, Hamdusela Ekinçi and Nusret Atlı.

IV. APPLICATION OF ARTICLE 41 OF THE CONVENTION

50. 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

51. In respect of pecuniary damage, the applicants claimed various amounts ranging from around 1,800 to 4,000 euros (EUR), which, according to them, were equivalent to the sums that the judgments debts would have grown into, if they had been paid promptly and deposited in a savings account. Each of them also claimed EUR 3,000 in respect of non-pecuniary damage.

52. The Government contested these sums, alleging that they were based on fictitious calculations. They also submitted that, were the Court to find violations in the present case, this would constitute sufficient compensation for any non-pecuniary damage allegedly suffered by the applicants.

53. The Court finds that, in accordance with its finding of a violation of Article 1 of Protocol No. 1 (see Section II above), Mehmet Bayram Ceylan¹, M. Cihat Aydın, M. Ali Ağın, Fuat Albayrak, Ahmet Hüseyinoğlu, Enver Askan, Şaban Canpolat and Mehmet Salih Kömekçi² are entitled to pecuniary damages. Bearing in mind that the applicants' complaint related to the non-payment of judgment debts, the Court finds that the payment by the Government of these outstanding amounts, including any interest incurring under the applicable domestic law on late payment of employment claims, would satisfy the applicants' claims for pecuniary damages.

54. Given its finding of a violation of Article 6 § 1 of the Convention on account of the significant period of time during which the domestic judgments remained unenforced (See Section III above), the Court considers that the applicants' prejudice cannot be sufficiently compensated by the finding of a violation alone. Taking into account the circumstances of the case and having regard to its case-law, the Court awards the applicants (except for Mustafa Yağmur, Hamdusela Ekinci and Nusret Atlı) the following sums in respect of non-pecuniary damage:

- EUR 3,000 for Abbas Baran;
- EUR 1,500 for Hasan Buğa;

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- EUR 2,400 for İnayet Çiçek;
- EUR 2,400 for Necat Öztemel;
- EUR 2,000 for Musa Narin;
- EUR 1,500 for Mehmet Fikri Yıldırım; and
- EUR 5,000 for each of the applicants Mehmet Bayram Ceylan¹, M. Cihat Aydın, M. Ali Ağın, Fuat Albayrak, Ahmet Hüseyinoğlu, Enver Askan, Şaban Canpolat and Mehmet Salih Kömekçi².

B. Costs and expenses

55. Each of the applicants claimed around EUR 1,200 to 1,300 for the costs and expenses incurred during the proceedings before the domestic authorities and the Court.

56. The Government contended that the applicants' claims were wholly unsubstantiated.

57. On the basis of the material in its possession, in particular, having regard to the settlement agreement for domestic legal fees that Mr Çınar made, the Court awards each applicant (except for Mustafa Yağmur, Hamdusela Ekinici and Nusret Atlı) EUR 500 in respect of costs and expenses.

C. Default interest

58. 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. *Decides* to join the applications;
2. *Strikes out* those parts of the application filed by Mustafa Yağmur and Hamdusela Ekinici (no. 74703/01), as well as the application of Nusret Atlı (no. 76380/01);
3. *Holds* that the complaints under Article 6 of the Convention, submitted by the remainder of the applicants are admissible;

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4. *Holds* that the complaints under Article 1 of Protocol No. 1 are admissible in respect of Mehmet Bayram Ceylan¹, M. Cihat Aydın, M. Ali Ağın, Fuat Albayrak, Ahmet Hüseyinoğlu, Enver Askan, Şaban Canpolat and Mehmet Salih Kömekçi² and inadmissible with regard to the remainder of the applicants;
5. *Holds* that there has been a violation of Article 1 of Protocol No. 1 in respect of Mehmet Bayram Ceylan¹, M. Cihat Aydın, M. Ali Ağın, Fuat Albayrak, Ahmet Hüseyinoğlu, Enver Askan, Şaban Canpolat and Mehmet Salih Kömekçi²;
6. *Holds* that there has also been a violation of Article 6 § 1 of the Convention in respect of all applicants except for Mustafa Yağmur, Hamdusela Ekinçi and Nusret Atlı;
7. *Holds*
 - (a) that the respondent State is to pay to Mehmet Bayram Ceylan¹, M. Cihat Aydın, M. Ali Ağın, Fuat Albayrak, Ahmet Hüseyinoğlu, Enver Askan, Şaban Canpolat and Mehmet Salih Kömekçi², within three months from the date on which the judgment becomes final, the amounts of the domestic judgment debts still owed to them, plus statutory interest applicable under domestic law;
 - (b) that the respondent State is also to pay the applicants who are listed below the following sums, to be converted into Turkish liras at the rate applicable at the date of settlement:
 - (i) EUR 3,000 (three thousand euros) for Abbas Baran;
 - EUR 1,500 (one thousand five hundred euros) for Hasan Buğa;
 - EUR 2,400 (two thousand four hundred euros) for İlayet Çiçek;
 - EUR 2,400 (two thousand four hundred euros) for Necat Öztemel;
 - EUR 2,000 for (two thousand euros) Musa Narin;
 - EUR 1,500 (one thousand five hundred euros) for Mehmet Fikri Yıldırım; and
 - EUR 5,000 (five thousand euros) for each of the applicants Mehmet Bayram Ceylan¹, M. Cihat Aydın, M. Ali Ağın, Fuat

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Albayrak, Ahmet Hüseyinoğlu, Enver Askan,
Şaban Canpolat and Mehmet Salih Kömekçi¹.

- (ii) EUR 500 (five hundred euros) to each of these applicants for costs and expenses;
- (iii) plus any taxes that may be chargeable;
- (c) 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;

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

Done in English, and notified in writing on 3 May 2007, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

S. DOLLÉ
Registrar

F. TULKENS
President

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