



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

FOURTH SECTION

CASE OF DOLNEANU v. MOLDOVA

(Application no. 17211/03)

JUDGMENT

STRASBOURG

13 November 2007

FINAL

13/02/2008

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 Dolneanu v. Moldova,

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

Mr J. CASADEVALL, *President*,

Mr G. BONELLO,

Mr S. PAVLOVSKI,

Mr L. GARLICKI,

Ms L. MIJOVIĆ,

Mr J. ŠIKUTA,

Mrs P. HIRVELÄ, *judges*,

and Mr T.L. EARLY, *Section Registrar*,

Having deliberated in private on 16 October 2007,

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

PROCEDURE

1. The case originated in an application (no. 17211/03) against the Republic of Moldova lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by a Moldovan national, Mr Pavel Dolneanu (“the applicant”), on 21 February 2003. On 11 March 2003 he died. His daughter, Ms Maria Zavdei (“the applicant's successor”), expressed her wish to pursue the application before the Court.

2. The applicant was represented by Ms Luciana Iabangi, from the “Helsinki Committee for Human Rights in Moldova”, a non-governmental organisation based in Chişinău. The Moldovan Government (“the Government”) were represented by their Agent at the time, Mr A. Pârlog.

3. The applicant alleged, in particular, a violation of his rights guaranteed by Article 1 of Protocol No. 1 to the Convention alone and in conjunction with Article 13 of the Convention, as a result of the belated payment of compensation for the depreciation of his deposits with the State Savings Bank.

4. The application was allocated to the Fourth Section of the Court. On 4 April 2006 a Chamber of that Section 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

I. THE CIRCUMSTANCES OF THE CASE

5. The applicant was born in 1930 and lived in Puhoi.

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

7. The applicant deposited money in three different accounts in the Savings Bank ('the Bank'), which was, during Soviet times, State-owned.

8. In 1994 Parliament adopted Decision no. 201-XIII on the indexing of citizens' savings in the Savings Bank of Moldova" ("the 1994 decision") whereby persons who had reached the age of 60 by 1 January 1994 and who had savings in their accounts in the Bank on 2 January 1992 were entitled to recover a part of their deposits at the rate of one Moldovan leu (MDL) for one Soviet rouble for the first thousand roubles deposited in each account.

9. On 16 February 1995 the Government adopted Decision no. 108, whereby it created a Commission charged with establishing the amount of compensation to be transferred by the Ministry of Finance ("the Ministry") by the 25th day of each month to the Bank for compensation purposes, on the basis of the allocations made for that purpose in the State budget for the relevant year.

10. The applicant had more than a thousand roubles in each of his three accounts in the Bank and he claimed accordingly MDL 3,000 (the equivalent of 750 United States dollars (USD)). On 7 June 2000 he received MDL 570 after the Ministry of Finance ("the Ministry") transferred money to the Bank for compensation purposes. He continued to request the remaining amount and to complain to various authorities.

11. On 8 November 2001 he initiated court proceedings against the Bank and the Ministry to recover the remaining amount and seeking compensation for the late payment (since the value of the money was depreciating because of high inflation) and for non-pecuniary damage caused by having to wait for the payment (the applicant was recognised as second-degree disabled and had a monthly State pension of MDL 89). Both defendants accepted that the applicant had a right to obtain the outstanding amount of compensation, and stated that the delay in paying was due to the failure to include in the State budget the allocations for that purpose. According to the Ministry, during 1995-1997 it transferred to the Bank 26% of the money necessary to pay the compensation in full to all those affected by the 1994 decision. However, the State budget did not allocate any further funds during 1998-2000, while an additional 7% of the total amount was allocated in the budget for the year 2001. The applicant did not receive any compensation in 2001.

12. On 4 March 2002 the Centru District Court partly accepted the applicant's claim. It found that the main responsibility for the delay in paying his outstanding compensation lay with the Ministry, which had not transferred the necessary money to the Bank. It ordered the Bank to pay the applicant MDL 266 and the Ministry to pay him MDL 2,163, which constituted the remaining amount due under the 1994 decision (a total of MDL 2,429, or EUR 210 at the time). The court rejected the claim for compensation in respect of pecuniary and non-pecuniary damage because there was no law dealing with such claims.

13. In an appeal, the applicant expressly requested the court, on the basis of Article 4 of the Constitution, to apply directly Article 1 of Protocol No. 1 to the Convention and Article 13 of the Convention as regards the absence of domestic remedies.

14. On 7 May 2002 the Chişinău Regional Court upheld the judgment of 4 March 2002, repeating the reasoning of the first-instance court in rejecting the claim for compensation in respect of pecuniary and non-pecuniary damage.

15. In an appeal, the applicant repeated his arguments advanced before the lower courts and relied in addition on Article 6 of the Civil Code (see paragraph 18 below).

16. On 3 September 2002 the Court of Appeal also upheld the lower courts' judgments and confirmed their reasoning in rejecting the claim of compensation in respect of pecuniary and non-pecuniary damage, because it "had no support in law". That judgment was final. On 29 July 2004 the outstanding amount was transferred to the applicant's account.

II. RELEVANT DOMESTIC LAW

17. The relevant provisions of the Constitution read as follows:

"Article 4 Human rights and freedoms

(1) The constitutional provisions regarding human rights and freedoms shall be interpreted and applied in line with the Universal Declaration of Human Rights and with the covenants and other treaties to which Moldova is a party.

(2) In the event of a conflict between the covenants and other treaties regarding human rights and freedoms to which Moldova is a party and its domestic legislation, the international provisions shall take precedence."

"Article 20 Free access to justice

(1) Every citizen shall have the right to obtain effective protection from competent courts of jurisdiction against actions infringing his or her legitimate rights, freedoms and interests.

(2) No law may restrict access to justice."

18. The relevant provisions of the Civil Code, in force before 12 June 2003, read as follows:

“Article 6 Protection of civil rights.

Civil rights shall be protected in accordance with the rules determined by the competent courts...: by recognising those rights; ... by obliging persons who violate a right to compensate for the damage caused..., as well as by other means provided for by law.

Article 215 Obligation of the debtor to compensate for the damage

If the debtor does not fulfil his obligation or fulfils it inappropriately he shall compensate for the damage caused to the creditor.

The compensation shall include the creditor's costs, loss of or damage to items, as well as loss of any profits which the creditor would have obtained had the obligation been fulfilled.”

19. Parliament's decision “Concerning the indexing of citizens' savings in the Savings Bank of Moldova” (No. 201-XIII, 29 July 1994) reads as follows:

“Article 1 – Citizens' savings in the Savings Bank of Moldova ...shall be indexed on the basis of the account balance on 2 January 1992 for those account holders who on 1 January 1994 had reached the age of 60 – the first thousand roubles on all accounts according to the ratio one [Soviet] rouble : to one leu [MDL].

Article 2 – The Government and the National Bank of Moldova:

within one month shall decide upon and propose the manner and mechanism of amortisation of the indexed amounts and the sources of compensation;

shall make proposals regarding the manner of indexation of citizens' other deposits of the population in the Savings Bank of Moldova”

20. The relevant provisions of the Law on the indexation of citizens' savings in the Savings Bank (No. 1530-XV, 12 December 2002) (“the 2002 Law”) read as follows:

“... Article 2 Indexation

The savings of citizens of the Republic of Moldova deposited in the Savings Bank ... shall be indexed on the basis of the account balance on 2 January 1992:

a) according to the ratio one rouble to one leu [MDL] for the first thousand roubles of the cumulative balance of all accounts of natural persons (account holders);

b) according to the ratio two and a half roubles to one leu [MDL] for the balance exceeding the amount indicated under (a) for natural persons (account holders).

Article 3 Manner of payment

The amounts indicated in Article 2 shall be paid in instalments, starting in 2003.

Article 4 Financial means of payment

(1) Payment of the indexed amounts shall be made from the State Budget.

(2) The annual Budget shall provide, for the relevant year, the quantum of financial means for the payment of indexed amounts...

Article 5 Phases of indexation

(1) Indexation of the amounts and their payment shall be made, at the account holders' request, in phases, with priority for the first thousand roubles, then for the balance exceeding the first thousand roubles, in accordance with the account holder's year of birth.

Article 7

The Government:

a) shall adopt, within one month, a Regulation regarding the indexing and manner of payment of the indexed amounts of citizens' savings in the Savings Bank;

b) shall determine annually, depending on the amounts provided in the Annual Budget for indexation, the categories of citizens whose savings are to be indexed..."

THE LAW

21. The applicant complained of the belated payment of the compensation due to him, contrary to Article 1 of Protocol No. 1 to the Convention, which reads:

"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."

22. He also complained of a violation of his rights under Article 13 of the Convention, which reads:

"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."

23. In substance, the applicant also complained of a violation of Article 6 § 1 of the Convention, the relevant part of which reads:

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

I. ADMISSIBILITY

24. The Court notes at the outset that the applicant died after lodging the present application and that his successor has expressed her wish to continue the proceedings before the Court (see paragraph 1 above). It does not see any impediment to its further examination of the case.

25. The Government submitted that the applicant had not exhausted all the domestic remedies available to him. In particular he could have, but had not, made use of the provisions of Article 20 of the Constitution (see paragraph 17 above) and several Articles of the new Civil Code. It was still open to his successor to initiate proceedings in this respect and she could also rely directly on the Convention.

26. The applicant's successor referred to the appeals submitted to the domestic courts, which had expressly referred to Article 1 of Protocol No. 1 to the Convention and Article 13 of the Convention.

27. The Court notes that the applicant initiated court proceedings claiming the outstanding compensation and that the courts examined his claims and accepted them in this respect. He thus properly exhausted the available domestic remedies.

However, having found the defendants liable for the belated payment of compensation due to the applicant, the courts expressly noted the absence of laws allowing them to award the applicant damages. In doing so the courts did not respond to the applicant's request to apply the Convention directly. The applicant therefore did not have any further remedy in this respect.

In such circumstances, this complaint cannot be rejected for failure to exhaust available domestic remedies.

28. The Court considers that the applicant's complaints under Article 1 of Protocol No. 1 to the Convention and Articles 6 and 13 of the Convention raise questions of fact and law which are sufficiently serious that their determination should depend on an examination of their merits. No grounds for declaring them inadmissible have been established. The Court therefore declares these complaints admissible. In accordance with its decision to apply Article 29 § 3 of the Convention (see paragraph 4 above), the Court will immediately consider the merits of the complaints.

II. ALLEGED VIOLATION OF ARTICLE 1 OF PROTOCOL NO. 1 TO THE CONVENTION

29. The applicant submitted that the belated payment of the compensation to which he was entitled under the 1994 decision had violated his rights guaranteed by Article 1 of Protocol No. 1 to the Convention. He emphasised that the property right on which he relied derived from the 1994 decision and not from either the deposits in Soviet roubles made before 1992 in his accounts, or from any claim for damages for the failure to pay.

30. The Government considered that the applicant had not had a “possession” within the meaning of Article 1 of Protocol No. 1 to the Convention and that, therefore, there had been no interference with his rights.

1. Whether the applicant had “possessions”

31. The Court reiterates that “according to its case-law, an applicant can allege a violation of Article 1 of Protocol No. 1 to the Convention only in so far as the impugned decisions relate to his “possessions” within the meaning of that provision. “Possessions” can be “existing possessions” or assets, including, in certain well-defined situations, claims. For a claim to be capable of being considered an “asset” falling within the scope of Article 1 of Protocol No. 1, the claimant must establish that it has a sufficient basis in national law, for example where there is settled case-law of the domestic courts confirming it. Where that has been done, the concept of “legitimate expectation” can come into play” (see *Draon v. France* [GC], no. 1513/03, § 65, 6 October 2005). However, Article 1 of Protocol No. 1 does not guarantee any right to acquire the ownership of property (see *Gayduk and Others v. Ukraine* (dec.), no. 45526/99, 2 July 2002). Consequently, it does not impose any general obligation on States to maintain the purchasing power of sums deposited through the systematic indexation of savings (see *Rudzińska v. Poland* (dec.), no. 45223/99, ECHR 1999-VI and *X. v. Germany*, application no. 8724/79, Commission decision of 6 March 1980, DR 20, p. 226).

32. In the present case, the Court notes that the applicant had a claim based on the 1994 decision. That decision (see paragraph 19 above) provided for a right of compensation for every citizen of Moldova complying with two conditions: to have had money in a bank account on 2 January 1992 and to have reached the age of 60 by 1 January 1994. It was undisputed that the applicant satisfied both conditions. The decision also established the exact amounts which could be claimed by those qualifying for compensation: MDL 1,000 for each account on which he or she had at least 1,000 Soviet roubles on 2 January 1992. The applicant provided the domestic courts with evidence that by 2 January 2002 he had three bank

accounts with more than 1,000 Soviet roubles in each of them. Therefore, the total amount to which he was entitled by law was MDL 3,000.

33. The Court also notes that neither the defendants in the domestic case, nor the courts, ever raised any doubt regarding the applicant's right to obtain compensation under the 1994 decision, nor was there any dispute as to the exact amount to which he was entitled. Moreover, the applicant received part of the compensation in the year 2000 (see paragraph 8 above), the defendants thus implicitly recognising his claims.

34. In its 1994 decision Parliament did not subject the right to compensation to any other criteria than the two mentioned above, which the applicant fulfilled. In particular, there was no reference to availability of funds for compensation or for progressive or phased payment, and no power was given to the executive to decide which categories of beneficiaries should be compensated on a priority basis or to suspend payments on whatever basis. While the decision obliged the Government and the National Bank of Moldova to determine the sources of financing compensation payments, it did not make the executive's ability to identify such sources a condition of the right to obtain compensation. Therefore, the Government's introduction of additional conditions for the payment of compensation such as the setting aside of money for that purpose in the State budget (see paragraph 9 above), while reasonable *per se*, had not been contemplated in Parliament's decision and could not affect the applicant's right to obtain compensation. The court judgments in the applicant's case give support to this view: while the Ministry's only defence was the unavailability of money in the State budget earmarked for compensation purposes, the courts found the Ministry liable for failing to pay. In so doing, the courts did not consider it necessary to verify whether the budget for 2002, when the judgments were adopted, provided for the payment of compensation outstanding under the 1994 decision.

35. Accordingly, this case must be distinguished from those in which the legislature clearly intended to limit the right to compensation and expressly delegated to the executive the power to adjust payments depending on the fulfilment of specific criteria (see the decision in *Gayduk*, cited above). When the Moldovan Parliament did intend to subject the right to compensation to various limitations and criteria, it did so expressly (see paragraph 20 above).

36. The Court has established, moreover, that lack of funds may not be cited as a reason for the authorities' failure to comply with their obligations (see, *mutatis mutandis*, *Prodan v. Moldova*, no. 49806/99, § 53, ECHR 2004-III (extracts)), and has also found a violation of Article 1 of Protocol No. 1 to the Convention in cases where the failure to pay resulted from Parliament's failure to provide for the necessary means in the State budget (see *Voytenko v. Ukraine*, no. 18966/02, §§ 41-43, 29 June 2004).

37. Moreover, it appears to the Court that it was not the availability of money in the budget that affected the payment of compensation. By the Ministry's own admission, it had obtained and transferred to the Bank more than a quarter of the total amount needed in 1995-97 (see paragraph 11 above) and yet the applicant did not receive any money until the year 2000, despite his numerous requests. More money was available in 2001 and yet the applicant did not receive anything until 2004, despite a final court judgment ordering the payment in 2002. The Court is aware of the fact that the Bank became a commercial bank in the meantime, but it also notes that the scheme established for paying the relevant compensation continued to be implemented through that bank. In this respect, the Court reiterates that where the State authorities choose to delegate some of their functions to private entities, they retain their responsibility for the manner in which such entities exercise those functions (see *Van der Musselle v. Belgium*, judgment of 23 November 1983, Series A no. 70, § 30).

38. It follows that the 1994 decision established with sufficient detail the criteria for determining the beneficiaries of compensation and the amounts to which they were entitled. It was never argued before the Court that there was any domestic case-law contradicting this finding, and the applicant's own case confirms it.

39. In view of the above, the Court concludes that the applicant had a "legitimate expectation" of obtaining compensation and thus had a "possession" within the meaning of Article 1 of Protocol No. 1 to the Convention.

2. Whether there was lawful interference with the applicant's possessions

40. The Court reiterates that Article 1 of Protocol No. 1, which in substance guarantees the right of property, comprises three distinct rules: the first rule, set out in the first sentence of the first paragraph, is of a general nature and enunciates the principle of the peaceful enjoyment of property; the second rule, contained in the second sentence of the first paragraph, covers deprivation of possessions and subjects it to certain conditions; the third rule, stated in the second paragraph, recognises that the Contracting States are entitled, amongst other things, to control the use of property in accordance with the general interest. The second and third rules are concerned with particular instances of interference with the right to peaceful enjoyment of property and should therefore be construed in the light of the general principle enunciated in the first rule (see *Iatridis v. Greece* [GC], no. 31107/96, § 55, ECHR 1999-II).

41. The Court considers that the failure to pay any compensation to the applicant for approximately six years after his request, followed by the failure to pay the greater part of the compensation for another four years

approximately, amounted to interference with his rights guaranteed by Article 1 of Protocol No. 1 to the Convention.

42. The Court “reiterates that the first and most important requirement of Article 1 of Protocol No. 1 is that any interference by a public authority with the peaceful enjoyment of possessions should be lawful: the second sentence of the first paragraph authorises a deprivation of possessions only “subject to the conditions provided for by law” and the second paragraph recognises that States have the right to control the use of property by enforcing “laws”. Moreover, the rule of law, one of the fundamental principles of a democratic society, is inherent in all the Articles of the Convention (see the *Amuur v. France* judgment of 25 June 1996, *Reports* 1996-III, pp. 850-51, § 50). It follows that the issue of whether a fair balance has been struck between the demands of the general interest of the community and the requirements of the protection of the individual's fundamental rights (see the *Sporrong and Lönnroth v. Sweden* judgment of 23 September 1982, Series A no. 52, p. 26, § 69) becomes relevant only once it has been established that the interference in question satisfied the requirement of lawfulness and was not arbitrary (see *Iatridis*, cited above, § 58)

43. In the present case the domestic courts found that this interference with the applicant's right had been unlawful, finding that the responsibility lay mainly with the Ministry. The interference was, accordingly, incompatible with the applicant's right to the peaceful enjoyment of his possessions. This conclusion makes it unnecessary to ascertain whether a fair balance has been struck between the demands of the general interest of the community and the requirements of the protection of the individual's fundamental rights.

44. The Court notes, however, that while the courts acknowledged a violation of the applicant's property rights, they did not award him any compensation for the damage caused by the belated payment of the money to which he was entitled. This, in the Court's view, did not offer sufficient relief to the applicant, who continued to suffer the consequences of the breach of his rights.

45. In view of the above, the Court concludes that there has been a violation of Article 1 of Protocol No. 1 to the Convention in the present case.

III. ALLEGED VIOLATION OF ARTICLE 13 OF THE CONVENTION TAKEN IN CONJUNCTION WITH ARTICLE 1 OF PROTOCOL NO. 1 TO THE CONVENTION

46. The applicant also complained of a lack of effective remedies in respect of his complaint raised under Article 1 of Protocol No. 1 to the Convention. Although he attempted to obtain such a remedy by relying

directly on Article 13 in conjunction with Article 1 of Protocol No. 1 to the Convention before the domestic courts and by relying on general provisions of the Civil Code, the courts rejected his claims.

47. The Government considered that the applicant had relied on Article 13 in conjunction with Article 6 of the Convention. In view of the lack of any reason to believe that Article 6 had been breached in the present case, the Government considered that Article 13 could not be relied on, since the applicant had not had an arguable claim under Article 6 of the Convention.

48. The Court notes that the applicant relied on Article 13 in conjunction with Article 1 of Protocol No. 1 to the Convention. It further points out that, while the courts found the Ministry in breach of its obligations, they expressly noted the absence of any legal provision allowing them to award damages to the applicant.

49. It follows that the applicant did not have any effective remedy in respect of his complaint under Article 1 of Protocol No. 1 to the Convention. There has, accordingly, been a violation of Article 13 of the Convention in the present case.

IV. ALLEGED VIOLATION OF ARTICLE 6 OF THE CONVENTION

50. The Court considered, when communicating the present application, that it also raised in substance a complaint under Article 6 of the Convention. However, in the light of its finding of a violation of Article 1 of Protocol No. 1 to the Convention and of Article 13 of the Convention, the Court does not consider it necessary to examine this complaint separately.

V. APPLICATION OF ARTICLE 41 OF THE CONVENTION

51. 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. Pecuniary damage

52. The applicant's successor claimed EUR 513 for pecuniary damage relying, *inter alia*, on the effects of inflation on the compensation which he should have received.

53. The Government considered that this claim was unsubstantiated and excessive. Moreover, it was still possible to claim compensation in the domestic courts, which had not been done in the present case.

54. The Court reiterates that the rule of exhaustion of domestic remedies provided for by Article 35 § 1 of the Convention is not applicable in respect of just satisfaction claims made under Article 41 of the Convention (see *De Wilde, Ooms and Versyp v. Belgium* (Article 50), judgment of 10 March 1972, Series A no. 14, §§ 15 and 16, and *Becciev v. Moldova*, no. 9190/03, § 80, 4 October 2005). Therefore, the applicant cannot be expected to initiate new proceedings claiming compensation for the violations found in the present judgment.

55. The Court considers that the applicant suffered pecuniary damage as a result of the failure to pay him compensation within a reasonable time. On the basis of the information in its possession, the Court accepts the applicant's claim in full.

B. Non-pecuniary damage

56. The applicant's successor also claimed EUR 3,500 in respect of non-pecuniary damage. He referred to his advanced age and his small pension, which would have been substantially supplemented by the compensation claimed.

57. The Government considered that the applicant's successor could not claim non-pecuniary damage on his behalf and that, in any event, the amount sought was excessive.

58. The Court considers that the applicant must have been caused stress and frustration as a result of the failure for many years to pay him compensation. It also considers that his successor is entitled to claim non-pecuniary damage in his behalf (see *Lukanov v. Bulgaria*, judgment of 20 March 1997, *Reports of Judgments and Decisions* 1997-II, § 53). Deciding on an equitable basis, the Court awards EUR 2,000 under this head.

C. Costs and expenses

59. The applicant's successor claimed EUR 1,588 for costs and expenses. In support of these claims she submitted a contract with her lawyer and an itemised list of hours spent working on the case (17.5 hours).

60. The Government disputed the amount claimed for representation. They said that it was excessive and argued that the amount claimed by the lawyer was not the amount actually paid to her by the applicant. They disputed the number of hours spent by the applicant's lawyer and the hourly rate charged by her.

61. In the present case, regard being had to the itemised list submitted and the difficulty of the case, the Court accepts in full the claim for costs and expenses.

D. Default interest

62. 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 1 of Protocol No. 1 to the Convention;
3. *Holds* that there has been a violation of Article 13 of the Convention in conjunction with Article 1 of Protocol No. 1 to the Convention;
4. *Holds* that it is not necessary to examine separately the complaint under Article 6 § 1 of the Convention;
5. *Holds*
 - (a) that the respondent State is to pay the applicant's successor, within three months of the date on which the judgment becomes final, in accordance with Article 44 § 2 of the Convention, EUR 513 (five hundred and thirteen euros) in respect of pecuniary damage, EUR 2,000 (two thousand euros) in respect of non-pecuniary damage and EUR 1,588 (one thousand five hundred and eighty-eight euros) for costs and expenses, 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 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 applicant's claim for just satisfaction.

Done in English, and notified in writing on 13 November 2007, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

T.L. EARLY
Registrar

Josep CASADEVALL
President