



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

FIRST SECTION

CASE OF KRIVONOS v. RUSSIA

(Application no. 37641/04)

JUDGMENT

STRASBOURG

6 December 2007

FINAL

06/03/2008

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 Krivonos 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 N. VAJIĆ,

Mr A. KOVLER,

Mrs E. STEINER,

Mr K. HAJIYEV,

Mr G. MALINVERNI, *judges*,

and Mr S. NIELSEN, *Section Registrar*,

Having deliberated in private on 15 November 2007,

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

PROCEDURE

1. The case originated in an application (no. 37641/04) 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, Ms Anna Pavlovna Krivonos (“the applicant”), on 31 August 2004.

2. The applicant was represented by Ms S. Poznakhirina, an NGO expert practising in Novovoronezh. The Russian Government (“the Government”) were represented by Mr P. Laptev, Representative of the Russian Federation at the European Court of Human Rights.

3. On 30 May 2006 the Court decided to give notice of the application to the Government. Under the provisions of Article 29 § 3 of the Convention, it decided to examine the merits of the application at the same time as its admissibility.

THE FACTS

4. The applicant was born in 1937 and lives in Novovoronezh in the Voronezh Region.

5. In 2003 and 2004 the applicant sued the local Social Security Committee for unpaid allowances and commodity benefits.

6. By judgment of 1 July 2003, the Novovoronezh Town Court of the Voronezh Region awarded her 19,315.50 Russian roubles (RUB) for the period from 1 July 2002 to 30 June 2003. On 2 September 2003 the judgment became final. The applicant received the monies on 8 June 2005.

7. By judgment of 27 February 2004, the Town Court awarded the applicant RUB 16,765.50 for the period between 1 July and 31 December 2003. On 9 March 2004 the judgment entered into force. The applicant received the monies on 3 August 2005.

8. On 15 March 2004 the Town Court awarded the applicant RUB 4,973.57. It appears that the judgment was not enforced.

9. On 7 May 2004 the Town Court awarded the applicant RUB 9,494.54 for the period from 1 January to 31 March 2004 and increased her monthly allowance to RUB 5,664.85 from 1 April 2004 with subsequent indexation. On 17 May 2004 the judgment entered into force. The applicant received the lump sum on 11 November 2005.

10. On 4 June 2004 the Town Court awarded the applicant RUB 1,772.30 in arrears, increased her monthly commodity benefits to RUB 679.78 from 1 April 2004 and ordered the Social Security Committee to adjust the applicant's annual disability allowance starting from 2005 in line with inflation. It appears that the judgment was not enforced.

11. On 6 October 2004 the Town Court awarded the applicant RUB 12,659.40 for the period from 1 April to 31 July 2004. On 18 October 2004 the judgment entered into force. The applicant received the monies on 11 November 2005.

THE LAW

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

12. The applicant complained under Article 6 of the Convention and Article 1 of Protocol No. 1 that the judgments of 1 July 2003, 27 February, 15 March, 7 May, 4 June and 6 October 2004 had not been enforced in good time. 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

13. 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

14. The Government submitted that the judgments of 1 July 2003, 27 February, 7 May and 6 October 2004 had been enforced; the judgments of 15 March and 4 June 2004 had not been enforced. Subsequently, they submitted, apparently, as regards the judgment of 4 June 2004, that the applicant had received her monthly and annual allowances for the period up to 1 July 2006.

15. The applicant submitted that the judgments of 15 March and 4 June 2004 had not been properly enforced.

16. The Court observes, and it is not contested by the parties, that the judgments of 1 July 2003, 27 February, 7 May and 6 October 2004 had been enforced in full between June and November 2005. Thus, the delays in their enforcement varied from nearly thirteen to twenty-one months.

17. Next, the Court notes that the Government submitted no proof that the judgments of 15 March and 4 June 2004 had been enforced in full. Having regard to the materials in its possession, the Court concludes that those judgments remain without enforcement.

18. 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 *Burdov v. Russia*, no. 59498/00, § 35, ECHR 2002-III; *Wasserman v. Russia*, no. 15021/02, § 35 et seq., 18 November 2004; and *Gerasimova v. Russia*, no. 24669/02, § 17 et seq., 13 October 2005).

19. Having regard to its case-law on the subject, the Court finds that by failing, for relatively long periods of time, to comply with the enforceable judgments in the applicant's favour the domestic authorities impaired the essence of her right to a court and prevented her from receiving the money she could reasonably have expected to receive.

20. 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

21. 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

22. The applicant claimed 6,000 euros (EUR) in respect of non-pecuniary damage and EUR 703 in respect of pecuniary damage, representing the amounts outstanding under the judgments of 15 March and 4 June 2004.

23. The Government submitted that the applicant's pecuniary claims were unsubstantiated. They considered that her claim in respect of non-pecuniary damage was excessive and unreasonable.

24. As to the pecuniary claim, the Court considers that the Government shall secure, by appropriate means, the enforcement of the domestic awards which remain without enforcement (see paragraph 17 above).

25. The Court further considers that the applicant must have suffered distress and frustration resulting from the authorities' failure to enforce in good time the judgments in her favour. Taking into account the length of the enforcement proceedings, the number of the awards and their nature, and making its assessment on an equitable basis, the Court awards the applicant EUR 3,100 in respect of non-pecuniary damage, plus any tax that may be chargeable on that amount.

B. Costs and expenses

26. The applicant did not submit any claims under this head and the Court accordingly makes no award in respect of costs and expenses.

C. Default interest

27. 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, within three months from the date on which the judgment becomes final according to Article 44 § 2 of the Convention, shall secure, by appropriate means, the enforcement of the awards made by the domestic court;
 - (b) 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, EUR 3,100 (three thousand one hundred euros) in respect of non-pecuniary damage, to be converted into Russian roubles at the rate applicable on the date of settlement, plus any tax that may be chargeable on that amount;
 - (c) 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;
4. *Dismisses* the remainder of the applicant's claim for just satisfaction.

Done in English, and notified in writing on 6 December 2007, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Søren NIELSEN
Registrar

Christos ROZAKIS
President