



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

FIRST SECTION

**CASE OF ALEKSANDR ZHUKOV v. RUSSIA**

*(Application no. 35760/04)*

JUDGMENT

STRASBOURG

20 December 2007

**FINAL**

***20/03/2008***

*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 Aleksandr Zhukov v. Russia,**

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

Mr L. LOUCAIDES, *President*,

Mrs N. VAJIĆ,

Mr A. KOVLER,

Mr K. HAJIYEV,

Mr D. SPIELMANN,

Mr S.E. JEBENS,

Mr G. MALINVERNI, *judges*,

and Mr S. NIELSEN, *Section Registrar*,

Having deliberated in private on 29 November 2007,

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

## PROCEDURE

1. The case originated in an application (no. 35760/04) 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 Aleksandr Mitrofanovich Zhukov (“the applicant”), on 3 September 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 31 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 1944 and lives in the town of Novovoronezh in the Voronezh Region.

5. He sued the local Social Security Committee for unpaid allowances.

6. By judgment of 24 August 2000, the Novovoronezh Town Court of the Voronezh Region awarded the applicant 2,602.39 Russian roubles (RUB). The judgment became final on 4 September 2000. The applicant received the monies on 2 December 2005.

7. On 1 July 2003 the Town Court awarded the applicant RUB 19,315.50. On 2 September 2003 the Voronezh Regional Court upheld the judgment. The applicant received the monies on 9 June 2005.

8. By judgment of 5 April 2004, the Town Court awarded the applicant RUB 4,973.57. The judgment became final on 15 April 2004. It appears that it remains without enforcement.

9. On the same day, the Town Court awarded the applicant RUB 16,765.50 and adjusted his monthly allowance to RUB 5,664.84. On 15 April 2004 the judgment became final. According to the Government, the applicant received the monies on 25 August 2005. However, they did not submit any evidence or documents in that respect. The applicant submitted that he had not received the monies.

## THE LAW

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

10. The applicant complained under Article 6 of the Convention and Article 1 of Protocol No. 1 that the judgments of 24 August 2000 and 1 July 2003 and two judgments of 5 April 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**

11. 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**

12. The Government submitted that the judgments of 24 August 2000, 1 July 2003 and the judgment of 5 April 2004, by which the applicant had been awarded RUB 16,765.50, had been enforced in full. The judgment of 5 April 2004, by which the applicant had been awarded RUB 4,973.57, had not been enforced.

13. The applicant argued that the judgments of 5 April 2004 had remained without enforcement.

14. The Court notes, and it is not in dispute between the parties, that the judgments of 24 August 2000 and 1 July 2003 were enforced in full in 2005. Thus, they remained without enforcement for more than five years, and one year and nine months, respectively.

15. Having regard to the material in its possession, the Court finds that both judgments of 5 April 2004 remain without enforcement.

16. 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).

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

18. 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

### 19. 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

20. The applicant claimed 6,000 euros (EUR) in respect of non-pecuniary damage and EUR 965 in respect of pecuniary damage, representing the unpaid monies awarded by the judgments of 5 April 2004.

21. The Government submitted that no compensation in respect of pecuniary damage should be awarded because the judgments in the applicant's favour had been enforced in full. They considered that the applicant's claim in respect of non-pecuniary damage was excessive.

22. As to the pecuniary claim, the Court considers that the Government shall secure, by appropriate means, the enforcement of the domestic awards which have remained without enforcement to date (see paragraph 15 above).

23. 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 his 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 3,900 in respect of non-pecuniary damage, plus any tax that may be chargeable on that amount.

### B. Costs and expenses

24. 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

25. 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 by the judgments of 5 April 2004;
  - (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 3,900 (three thousand nine 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 20 December 2007, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Søren NIELSEN  
Registrar

Loukis LOUCAIDES  
President