



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

FIRST SECTION

CASE OF KOLONA v. CYPRUS

(Application no. 28025/03)

JUDGMENT
(Just satisfaction)

STRASBOURG

2 October 2008

This judgment is final but it may be subject to editorial revision.

In the case of Kolona v. Cyprus,

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

Christos Rozakis, *President*,

Nina Vajić,

Khanlar Hajiyeu,

Dean Spielmann,

Sverre Erik Jebens,

Giorgio Malinverni,

George Nicolaou, *judges*,

and Søren Nielsen, *Section Registrar*,

Having deliberated in private on 11 September 2008,

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

PROCEDURE

1. The case originated in an application (no. 28025/03) against the Republic of Cyprus lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by a Cypriot national, Mrs Eleni Kolona (“the applicant”), on 1 August 2003.

2. The applicant died on 23 December 2004. The application is being pursued by her husband, Mr C. Pappas, who is also the administrator of her estate.

3. In a judgment delivered on 27 September 2007 (“the principal judgment”), the Court held that the interference with the applicant's rights under Article 1 of Protocol No. 1 had been arbitrary and, as such, not compatible with that provision. It also found that the demolition of the applicant's house had been a violation of her right to respect for her home guaranteed by Article 8 of the Convention (ECHR *Kolona v. Cyprus*, no. 28025/03, 27 September 2007).

4. Under Article 41 of the Convention the applicant sought just satisfaction of 139,958.3 Cypriot pounds.

5. Since the question of the application of Article 41 of the Convention was not ready for decision, the Court reserved it and invited the Government and the applicant to submit, within three months, their written observations on that issue and, in particular, to notify the Court of any agreement they might reach (*ibid.*, § 91, and 4 (a) and (b) of the operative provisions).

6. The parties, following an extension of the relevant time-limit granted at their request, informed the Court on 21 July 2008 that they had reached an overall friendly settlement.

7. On 21 July 2008 the Court received a copy of the agreed terms of the friendly settlement reached by the parties. Their agreement, signed by the Agent of the Government, the administrator of the deceased applicant's estate and the applicant's representative, reads as follows:

“1. The Government is to pay for the violations found by the Court in its judgment of 27 September 2007, the amount of 218,326.28 euros in respect of all non-pecuniary and pecuniary damage (inclusive of the value of the demolished house and all rental value with interest as from the date of the demolition on 20 July 2000) costs and expenses, plus 13,800 euros for legal costs and any amount chargeable on such legal costs by way of value added tax.

2. Subject to approval by the Court of the above amounts for settlement of the just satisfaction issue, the administrator accepts, in full settlement of all claims of compensation for the compulsory acquisition of part of the applicant's land under the relevant Notice of acquisition (P/1 443 published in Supplement Three of the Republic's Official Gazette of 18 May 2001), payment by the Government of the total amount of 31,637.72 euros, covering also all amounts of interest payable as on 21 July 2008 under the Republic's compulsory acquisition laws, and consents to the transfer of the land in the name of the Republic upon payment of the above amount and agrees to sign any documents and take all steps that may be necessary to effect transfer under the provisions of the Republic's compulsory acquisition laws.”

THE LAW

8. Following its principal judgment the Court has been informed that a friendly settlement has been reached between the Government and the applicant with respect to the latter's claims under Article 41 of the Convention.

Having regard to its terms, the Court finds the agreement equitable within the meaning of Rule 75 § 4 of the Rules of Court and that it is based on respect for human rights as defined in the Convention or its Protocols (Article 37 § 1 *in fine* of the Convention and Rule 62 § 3 of the Rules of Court). Consequently, it takes formal note of the agreement and considers it appropriate to strike the case out of the list pursuant to that provision.

9. Accordingly, the case should be struck out of the list.

FOR THESE REASONS, THE COURT UNANIMOUSLY

Decides to strike the remainder of the application out of its list of cases.

Done in English, and notified in writing on 2 October 2008, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Søren Nielsen
Registrar

Christos Rozakis
President