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

FIRST SECTION

CASE OF TRUFANOVA v. RUSSIA

(Application no. 11756/06)

JUDGMENT

STRASBOURG

4 December 2008

FINAL

04/03/2009

This judgment may be subject to editorial revision.

In the case of Trufanova v. Russia**,**

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

Christos Rozakis, *President,*
Anatoly Kovler,
Elisabeth Steiner,
Dean Spielmann,
Sverre Erik Jebens,
Giorgio Malinverni,
George Nicolaou, *judges,*
and Søren Nielsen, *Section Registrar*,

Having deliberated in private on 13 November 2008,

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

PROCEDURE

1. The case originated in an application (no. 11756/06) 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 Irina Anatolyevna Trufanova ("the applicant"), on 2 March 2006.

2. The Russian Government ("the Government") were represented by Ms V. Milinchuk, former Representative of the Russian Federation at the European Court of Human Rights.

3. On 2 May 2007 the President of the First Section decided to give notice of the application to the Government. It was also decided to examine the merits of the application at the same time as its admissibility (Article 29 § 3).

THE FACTS

I. THE CIRCUMSTANCES OF THE CASE

4. The applicant was born in 1956 and lives in Voronezh, a town in the Voronezh Region.

5. On 30 October 2000 the Kominternovskiy District Court of Voronezh awarded the applicant against a local welfare authority 2,289.68 Russian roubles (RUB) in child benefit arrears. This judgment became binding on 10 November 2000 but was not enforced immediately.

6. On 7 October 2003 the District Court awarded the applicant against the regional authority RUB 8,774.01 in child benefit arrears. This judgment became binding on 23 October 2003 but was not enforced immediately.

7. On 19 June 2007 the two judgments were enforced.

II. RELEVANT DOMESTIC LAW

8. Under section 9 of the Federal Law on Enforcement Proceedings of 21 July 1997, a bailiff must enforce a judgment within two months.

THE LAW

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

9. The applicant complained under Article 6 of the Convention and Article 1 of Protocol No. 1 about the delayed enforcement of the judgments. Insofar as relevant, these Articles read as follows:

Article 6 § 1

> "In the determination of his civil rights and obligations ..., everyone is entitled to a fair ... hearing ... 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.
>
> 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."

A. Admissibility

10. The Government argued that the application was inadmissible, because it had been lodged more than six months after the dates of the judgments.

11. The applicant maintained her application.

12. The Court considers that the six-month rule does not apply to the present case because on the date of its introduction the judgments were outstanding (see *Nazarchuk v. Ukraine*, no. 9670/02, § 20, 19 April 2005).

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 admitted that the delay of the enforcement had breached Article 6 § 1 of the Convention and Article 1 of Protocol No. 1.

15. In the circumstances of the present case, the Court finds no reason to hold otherwise. There has, accordingly, been a violation of Article 6 § 1 of the Convention and Article 1 of Protocol No. 1.

II. APPLICATION OF ARTICLE 41 OF THE CONVENTION

16. 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

17. The applicant claimed an unspecified amount in respect of pecuniary damage, asking the Court to apply an interest rate of 12% to the belatedly paid awards.

18. The Government argued that this claim should be rejected, because the applicant had failed to specify the amount, and because her choice of the interest rate had been arbitrary.

19. The Court considers that even though the applicant has not specified the amount, in substance she has claimed compensation of inflationary loss. Making its estimate on the information at its disposal, the Court awards 150 euros (EUR) under this head.

20. The applicant also claimed EUR 6,000 in respect of non-pecuniary damage.

21. The Government argued that this claim was excessive, and that a mere finding of a violation would be sufficient.

22. The Court accepts that the applicant must have been distressed by the delayed enforcement of the judgments. Making its assessment on an equitable basis, the Court awards EUR 3,900 under this head.

B. Costs and expenses

23. The applicant also claimed EUR 45 for the costs and expenses, including postage and lost working hours.

24. The Government argued that this claim was unsupported by evidence.

25. According to the Court's case-law, an applicant is entitled to the reimbursement of costs and expenses only in so far as it has been shown that these have been actually and necessarily incurred and were reasonable as to quantum. In the present case, regard being had to the information in its possession and the above criteria, the Court considers it reasonable to award the sum of EUR 3 under this head.

C. Default interest

26. 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 § 1 of the Convention and Article 1 of Protocol No. 1;

3. *Holds*

   (a) that the respondent State is to pay the applicant, within three months from the date on which the judgment becomes final according to Article 44 § 2 of the Convention, the following amounts, to be converted into Russian roubles at the rate applicable at the date of settlement:

   (i) EUR 150 (one hundred and fifty euros), plus any tax that may be chargeable, in respect of pecuniary damage;

   (ii) EUR 3,900 (three thousand nine hundred euros), plus any tax that may be chargeable, in respect of non-pecuniary damage;

   (iii) EUR 3 three euros), plus any tax that may be chargeable to the applicant, in respect of costs and expenses;

   (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;

4. *Dismisses* the remainder of the applicant's claim for just satisfaction.

Done in English, and notified in writing on 4 December 2008, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Søren Nielsen Registrar	Christos Rozakis President