



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

FIRST SECTION

CASE OF IGNATYEVA v. RUSSIA

(Application no. 10277/05)

JUDGMENT
(Just satisfaction)

STRASBOURG

22 December 2009

FINAL

22/03/2010

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 Ignatyeva v. Russia,

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

Nina Vajić, *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 3 December 2009,

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

PROCEDURE

1. The case originated in an application (no. 10277/05) 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 Vera Pavlovna Ignatyeva (“the applicant”), on 22 June 2003.

2. In a judgment delivered on 3 April 2008 (“the principal judgment”), the Court held that there had been a violation of Article 6 of the Convention and Article 1 of Protocol No. 1 on account of the quashing of the final judgments of 3 May and 14 May 2001 by way of supervisory review (*Ignatyeva v. Russia*, no. 10277/05).

3. Under Article 41 of the Convention the applicant sought just satisfaction of pecuniary and non-pecuniary damages sustained as a result of the above violations and reimbursement of costs and expenses.

4. Since the question of the application of Article 41 of the Convention was not ready to be decided upon, the Court reserved judgment 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.*, § 60, and point 3 of the operative provisions). The Court also appointed an expert to carry out an evaluation in respect of the pecuniary losses sustained by the applicant. On 15 April 2009 the expert submitted his report in this connection.

5. The applicant and the Government each filed observations on 10 June and 2 July 2008 respectively.

THE LAW

6. 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

7. The applicant claimed 86,843 euros (EUR) in respect of pecuniary damage, arguing that this represented the sum which she could have recovered from the disputed plot of land by harvesting it in the period from April 1996 to the present moment had her title to it not been contested. She further claimed EUR 12,000 in respect of non-pecuniary damage.

8. The Government argued that there was no causal link between the violation found and the alleged pecuniary damage. As regards the applicant's claims in respect of the non-pecuniary damage, the Government contended that they were unreasonable and excessive.

9. After having consulted the parties, the Court appointed the expert in order to assess the pecuniary losses sustained by the applicant (see paragraph 4 above).

10. The expert submitted that the value of the plot of land in question was equal to 8,348 Russian roubles (RUB) in February 2003 when the judgments in the applicant's favour had been quashed in supervisory-review procedure. He further submitted that the current value of the plot of land amounted to RUB 154,438.

11. The Court reiterates that the most appropriate form of redress in respect of the violations found would be to put the applicant as far as possible in the position she would have been had the Convention requirements not been disregarded (see *Piersack v. Belgium* (Article 50), 26 October 1984, § 12, Series A no. 85, and, *mutatis mutandis*, *Gençel v. Turkey*, no. 53431/99, § 27, 23 October 2003). The Court considers that this principle should apply in the present case (see *Dovguchits v. Russia*, no. 2999/03, § 48, 7 June 2007, and *Kulkov and Others v. Russia*, nos. 25114/03, 11512/03, 9794/05, 37403/05, 13110/06, 19469/06, 42608/06, 44928/06, 44972/06 and 45022/06, § 62, 8 January 2009).

12. The applicant was prevented from enjoying the plot of land, the title to which had been registered in her name following the binding and enforceable judgments delivered by domestic courts. Accordingly the Court awards the applicant the current cost of the disputed plot of land, as determined by the expert, to be converted in euros, plus any tax that may be chargeable on that amount.

13. The Court furthermore finds that the applicant has suffered non-pecuniary damage resulting from the quashing of the judgments in her favour by way of supervisory review, which cannot be compensated by the mere finding of a violation. Having regard to the circumstances of the case and making its assessment on an equitable basis, as required by Article 41 of the Convention, the Court awards the applicant a sum of EUR 3,000 in respect of non-pecuniary damage, plus any tax that may be chargeable on that amount.

B. Costs and expenses

14. The applicant requested reimbursement of costs and expenses incurred in the domestic proceedings in the amount of EUR 609.

15. The Government contended that no compensation of costs and expenses should be awarded to the applicant since she had failed to substantiate her claim with any receipts or vouchers on the basis of which the amount claimed could be established.

16. 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 are reasonable as to quantum. In the present case, regard being had to the information in its possession and the above criteria, the Court rejects the applicant's claim because there is no causal link between the violation found and the claimed expenses.

C. Default interest

17. 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. Holds

(a) 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, the following amounts, converted into Russian roubles at the rate applicable at the date of settlement:

- (i) EUR 3,500 (three thousand five hundred euros) in respect of pecuniary damage;
- (ii) EUR 3,000 (three thousand euros) in respect of non-pecuniary damage;

(iii) any tax that may be chargeable to the applicant on the above amounts;

(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;

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

Done in English, and notified in writing on 22 December 2009, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Søren Nielsen
Registrar

Nina Vajić
President