



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

FOURTH SECTION

CASE OF AVRAMENKO v. MOLDOVA

(Application no. 29808/02)

JUDGMENT

(just satisfaction – friendly settlement)

STRASBOURG

26 January 2010

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

In the case of Avramenko v. Moldova,

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

Nicolas Bratza, *President*,
Giovanni Bonello,
David Thór Björgvinsson,
Ján Šikuta,
Päivi Hirvelä,
Ledi Bianku,
Mihai Poalelungi, *judges*,

and Fatoş Aracı, *Deputy Section Registrar*,

Having deliberated in private on 5 January 2010,

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

PROCEDURE

1. The case originated in an application (no. 29808/02) against the Republic of Moldova lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by a Moldovan national, Mr Valeriu Avramenko (“the applicant”), on 11 June 2002.

2. In a judgment delivered on 6 February 2007 (“the principal judgment”), the Court held there had been a violation of the applicant company's rights provided by Article 6 § 1 and Article 1 of Protocol No. 1 to the Convention (see *Avramenko v. Moldova*, no. 29808/02, 6 February 2007).

3. Under Article 41 of the Convention the applicant sought just satisfaction in the amount of 41,152 euros (EUR).

4. Since the question of the application of Article 41 of the Convention was not ready for decision as regards the applicant's claim for pecuniary and non-pecuniary damage, 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.

THE FACTS

I. THE CIRCUMSTANCES OF THE CASE

5. The applicant was born in 1947 and lives in Bălți.

6. The applicant initiated court proceedings claiming compensation for the effects of inflation on the award made in his favour. On 29 April 2004 the Bălți Regional Court partly accepted his claims and, on the basis of Article 253 of the Code of Civil Procedure (see below), awarded him 285,503 Moldovan lei (MDL, approximately EUR 20,272 at the time) in compensation for the pecuniary and non-pecuniary damage caused to him by the failure to enforce the final judgment.

7. On 5 October 2004 the Bălți Court of Appeal upheld that judgment. The judgment was final. However, it was not enforced and was subsequently quashed by the Supreme Court of Justice following an extraordinary request lodged by the Prosecutor General's Office.

THE LAW

8. On 11 and 13 November 2009 the Court received from the parties a document signed by them containing a friendly settlement agreement signed by them in which the Government undertook:

“...to pay the sum of 37,500 (thirty seven thousand five hundred) euros to Mr Valeriu Avramenko with a view to securing a friendly settlement of the above-mentioned cases [Avramenko nos. (1) and (2) v. Moldova, applications nos. 29808/02 and 7467/06] pending before the European Court of Human Rights.

This sum, which is to cover any pecuniary and non-pecuniary damage as well as costs and expenses, will be converted into Moldovan lei at the rate applicable on the date of payment, and free of any taxes that may be applicable. It will be payable within three months from the date of notification of the decision taken by the Court pursuant to Article 37 § 1 of the European Convention on Human Rights. In the event of failure to pay this sum within the said three-month period, the Government undertake to pay simple interest on it, from expiry of that period until settlement, at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points. The payment will constitute the final resolution of the cases.”

9. The Court takes formal note of the above agreement. It observes that by signing the friendly settlement agreement the applicant has withdrawn all its claims against the respondent State before the Court.

10. Having examined the terms of the agreement reached, the Court considers that it is 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 and its Protocols (Article 37 § 1 *in fine* of the Convention and Rule 62 § 3 of the Rules of Court) (see *Maurice v. France* (just satisfaction - friendly settlement) [GC], no. 11810/03, §§ 34-35, ECHR 2006-...).

11. Accordingly, the remainder of the case should be struck out of the Court's list (Article 37 § 1 (b) of the Convention and Rule 43 § 3).

FOR THESE REASONS, THE COURT UNANIMOUSLY

1. *Takes formal note* of the agreement between the parties and the arrangements made to ensure compliance with the undertakings given therein (Rule 43 § 3 of the Rules of Court);
2. *Decides* to strike the remainder of the case out of its list.

Done in English, and notified in writing on 26 January 2010, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Fatoş Aracı
Deputy Registrar

Nicolas Bratza
President