



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

FIRST SECTION

CASE OF KOROVINA v. RUSSIA

(Application no. 24178/05)

JUDGMENT

STRASBOURG

25 February 2010

FINAL

25/05/2010

Cet arrêt est devenu définitif en vertu de l'article 44 § 2 de la Convention. Il peut subir des retouches de forme.

In the case of Korovina v. Russia,

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

Nina Vajić, *President*,

Anatoly Kovler,

Elisabeth Steiner,

Khanlar Hajiyeu,

Dean Spielmann,

Sverre Erik Jebens,

George Nicolaou, *judges*,

and Søren Nielsen, *Section Registrar*,

Having deliberated in private on 4 February 2010,

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

PROCEDURE

1. The case originated in an application (no. 24178/05) 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 Antonina Sergeyevna Korovina (“the applicant”), on 27 May 2005.

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 25 January 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 1930 and lives in Syzran, Samara Region.

5. On 14 June 1994 the applicant opened a deposit account with a bank at 190% per annum for ten years on behalf of her granddaughter, a minor at the material time (she was born in 1986).

6. Subsequently the bank decreased the interest rate down to 16% and the applicant brought proceedings against it claiming the decrease unlawful.

7. On 21 April 2003 the Syzran Town Court of the Samara Region granted the applicant's claim in part, ordering the bank to make payments on the basis of the interest rate of 85% per annum.

8. On 2 June 2003 the Samara Regional Court amended the judgment on appeal and granted the applicant's claims in full, ordering the bank to maintain the interest rate in accordance with the initial conditions of the deposit, namely 190% per annum. The appeal judgment became final on the same date.

9. After the deposit period expired on 18 June 2004, the appeal judgment was enforced and the applicant's granddaughter received the required sums.

10. However, on the bank's initiative, on 20 January 2005 the Presidium of the Samara Regional Court quashed the previous judgments via supervisory review and remitted the case for fresh consideration, on the grounds that the lower courts had made errors in applying the domestic law.

11. On 7 February 2005 the town court dismissed the applicant's claim.

12. On 14 March 2005 the Samara Regional Court upheld the judgment on appeal.

13. On an unspecified date the bank was awarded back the sums paid to the applicant's granddaughter.

II. RELEVANT DOMESTIC LAW

14. The relevant domestic law governing the supervisory review procedure at the material time is summed up in the Court's judgment in the case of *Sobelin and Others v. Russia* (nos. 30672/03, *et seq.*, §§ 33-42, 3 May 2007).

THE LAW

I. ALLEGED VIOLATION OF ARTICLE 6 § 1 ON ACCOUNT OF SUPERVISORY REVIEW

15. The applicant complained in substance under Article 6 of the Convention that the final judgment of 21 April 2003, as amended by the appeal judgment of 2 June 2003, had been quashed by way of supervisory review. In so far as relevant, this Article reads as follows:

Article 6 § 1

“In the determination of his civil rights and obligations ..., everyone is entitled to a fair ... hearing ... by [a] ... tribunal...”

16. The Government contested that argument. They argued, *inter alia*, that the supervisory review had been compatible with the Convention as it was aimed to correct a judicial error.

A. Admissibility

17. The Court notes that the complaint 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

18. The Court reiterates that for the sake of legal certainty implicitly required by Article 6, final judgments should generally be left intact. They may be disturbed only to correct fundamental errors. The mere possibility of there being two views on the subject is not a ground for re-examination (see *Ryabykh v. Russia*, no. 52854/99, §§ 51-52, ECHR 2003-IX).

19. The Court reiterates that it has frequently found violations of the principle of legal certainty and of the right to a court in the supervisory-review proceedings governed by the Code of Civil Procedure in force since 2003 (see, amongst other authorities, *Sobelin and Others*, cited above, §§ 57-58, and *Bodrov v. Russia*, no. 17472/04, § 31, 12 February 2009).

20. In the present case the Presidium disagreed with the assessment made by the first-instance and appeal courts which is not, in itself, an exceptional circumstance warranting the quashing of a binding and enforceable judgment (see *Kot v. Russia*, no. 20887/03, § 29, 18 January 2007). Accordingly, there has been a violation of Article 6 § 1 of the Convention.

II. OTHER ALLEGED VIOLATIONS OF THE CONVENTION

21. The applicant further complained in substance under Article 1 of Protocol No. 1 about the same quashing via supervisory review. She also complained under Article 6 and Article 1 of Protocol No. 1 about the outcome of the proceedings.

22. Having regard to all the material in its possession, and in so far as these complaints fall within its competence, the Court finds that there is no appearance of a violation of the rights and freedoms set out in the Convention or its Protocols. It follows that this part of the application must be rejected as being manifestly ill-founded, pursuant to Article 35 §§ 3 and 4 of the Convention.

III. APPLICATION OF ARTICLE 41 OF THE CONVENTION

23. 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.”

24. The applicant did not submit a claim for just satisfaction. Accordingly, the Court makes no award under Article 41 of the Convention.

FOR THESE REASONS, THE COURT UNANIMOUSLY

1. *Declares* the complaint under Article 6 concerning supervisory review admissible and the remainder of the application inadmissible;
2. *Holds* that there has been a violation of Article 6 of the Convention on account of the quashing of the final judgment of 21 April 2003, as amended by the appeal judgment of 2 June 2003, via supervisory review.

Done in English, and notified in writing on 25 February 2010, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Søren Nielsen
Registrar

Nina Vajić
President