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

Press Release
issued by the Registrar of the Court

ECHR 187 (2015)
09.06.2015

Judgments of 9 June 2015

The European Court of Human Rights has today notified in writing eight judgments[1]:

six Chamber judgments are summarised below;

two Committee judgments, which concern issues which have already been submitted to the Court, can be consulted on *Hudoc* and do not appear in this press release.

The judgments in French below are indicated with an asterisk (*).

Bratanova v. Bulgaria (application no. 44497/06)
Velcheva v. Bulgaria (no. 35355/08)

Both cases concerned claims for restitution of agricultural land.

The applicant in the first case, Ilka Bratanova, is a Bulgarian national who was born in 1944 and lives in Las Vegas (the United States of America).

Ms Bratanova is the sole heir to a plot of agricultural land which was expropriated in 1952 and subsequently included in the urban territory of the Bankya district of Sofia. In 1992, she requested that her property rights be restored and, in 1994, the Bankya land commission held that the restitution procedure could only continue on presentation of a plan of the plot and a certificate to show whether the plot of land had been constructed upon. During the years that followed she alleges that the Bankya district mayor tacitly refused to issue the plan and certificate by instructing her to submit various documents. She therefore applied for judicial review and in January 2009 the administrative courts ordered the mayor to issue the plan and certificate within one month. This judgment was not appealed against and became final. However, more than five years later, in 2014, as noted by the Supreme Administrative Court in further proceedings brought by Ms Bratanova, the technical documents have still not been issued.

The applicant in the second case, Gana Velcheva, is a Bulgarian national who was born in 1927 and lives in the village of Ribaritsa (Bulgaria).

She is the sole heir to agricultural land in the area surrounding her village which was incorporated into an agricultural cooperative at the beginning of the 1950s. In 1991 she applied for this land's restitution. The land commission dealing with her case refused to restore her rights to two plots of land as sheep pens had been built on them by the cooperative, holding that she was entitled to compensation in lieu of restitution. She brought judicial review proceedings and in a final judgment of September 2005 the courts found that the plots of land in question, not having been built on, could be restituted in kind. The Agriculture and Forestry Department subsequently took two decisions in 2006: the first refusing restitution in kind because the cooperative had sold the plots of land to a third party in 1995; and the second restoring her rights to three plots. It is not clear whether this latter and most recent decision was actually ever received by Ms Velcheva who claims that the final judgment of September 2005 remains unenforced to date. The Government submit

[1] Under Articles 43 and 44 of the Convention, Chamber judgments are not final. During the three-month period following a Chamber judgment's delivery, any party may request that the case be referred to the Grand Chamber of the Court. If such a request is made, a panel of five judges considers whether the case deserves further examination. In that event, the Grand Chamber will hear the case and deliver a final judgment. If the referral request is refused, the Chamber judgment will become final on that day. Under Article 28 of the Convention, judgments delivered by a Committee are final.
Once a judgment becomes final, it is transmitted to the Committee of Ministers of the Council of Europe for supervision of its execution. Further information about the execution process can be found here: www.coe.int/t/dghl/monitoring/execution

that the restitution procedure has indeed not yet been completed as the property dispute had to be resolved first between Ms Velcheva and the third party to whom the land had been transferred.

Relying in particular on Article 6 § 1 (right to a fair trial) of the European Convention on Human Rights and Article 1 of Protocol No. 1 (protection of property) to the Convention, both applicants complained that the authorities had failed to comply with final court judgments in their favour resulting in their inability either to obtain a decision on or to complete the process for restitution of their agricultural land.

- In the case of *Bratanova*:

Violation of Article 6 § 1

Just satisfaction: 3,600 euros (EUR) (non-pecuniary damage), and EUR 1,139 (costs and expenses)

- In the case of *Velcheva*:

Violation of Article 6 § 1
Violation of Article 1 of Protocol No. 1

Just satisfaction: The Court held that the question of the application of Article 41 (just satisfaction) of the Convention, insofar as it concerned Ms Velcheva's claims for pecuniary and non-pecuniary damage, was not ready for decision and reserved it for examination at a later date. It awarded her EUR 2,500 in respect of costs and expenses.

DRAFT - OVA a.s. v. Slovakia (no. 72493/10)
PSMA, spol. s r.o. v. Slovakia (no. 42533/11)
COMPCAR, s.r.o. v. Slovakia (no. 25132/13)

The three cases concerned the quashing of final and binding judgments in favour of three companies following an extraordinary appeal on points of law.

The first applicant company, DRAFT - OVA a.s., is a private joint-stock company established in 1993 in the Czech Republic with its head office in Opava (the Czech Republic). In December 2005 the applicant company brought proceedings before the Slovak courts against a Slovak gas company for the payment of a promissory note issued in 1998 by the gas company's director Mr J.D., formerly Minister of Industry and Minister of the Economy, for the equivalent of some 11,350,000 euros. Between February 2006 and April 2009 the courts ruled three times in the applicant company's favour, concluding that the promissory note had been validly issued in 1998 as a blank note, in which case the maturity date would be added later, and that its maturity date, 1 November 2005, had been validly added at a later date. Those decisions subsequently became final and binding. However, following a petition by the gas company the Prosecutor General challenged the decisions by an extraordinary appeal on points. On that basis, the Supreme Court quashed the decisions in May 2010, accepting the argument that there had been no valid arrangement between the applicant company and the gas company for adding the maturity date to the promissory note. As a result the case was remitted to the lower courts which ultimately dismissed the action, concluding that the promissory note had in fact been issued "at sight", which meant that it was payable within a year of its date of issue, and that any claims based on it were statute-barred. The applicant company's constitutional complaint, aimed at the quashing of the original, final and binding ruling in its favour, was declared inadmissible as manifestly ill-founded in January 2012.

The second applicant company, PSMA, spol. s r.o., is a private limited company established in 1995 in Slovakia with its head office in Bratislava. In December 2006 it brought proceedings against Slovak Radio, Slovakia's national public-service radio broadcaster, claiming compensation for the termination of a contract which had been concluded with the Radio in 1995 for the sale of the latter's broadcasting time. In May and November 2007 the lower courts granted the action in full.

As concerned the notice of termination of the contract those courts found that it was valid because it had not been disputed by the parties, the Slovak Radio not having submitted any observations at the first-instance or appeared at any of the hearings. Those decisions subsequently became final and binding. However, following an extraordinary appeal on points of law lodged by the Prosecutor General further to a petition by the Radio, the Supreme Court quashed this decision in August 2009, concluding that the lower courts had erred in their decisions as, first, they had not examined the validity of the contract itself and, second, they had failed to properly examine the validity of the notice terminating the contract. The case was therefore remitted to first instance for a new determination and is currently still pending. In November 2010 the applicant company's constitutional complaint about the quashing of the original, final and binding judgment in its favour was declared inadmissible as manifestly ill-founded.

The third applicant company, COMPCAR, s.r.o., is a private limited company established in 1995 in Slovakia with its head office in Prešov. In 2004 the applicant company bought real property in the city of Košice from a State-owned enterprise acting through a receiver in insolvency. The sale was approved of by the insolvency court and registered in the land registry, whereby the property was effectively transferred to the applicant company. Subsequently, in April 2008 the City of Košice brought an action against the applicant company, arguing that the sale had been void as the property did not in fact belong to the seller and, as the result of a mistake, had not been registered as its own. This action was dismissed, the courts at two levels finding that, by force of legal presumption, the property had effectively belonged to the insolvency estate of the seller and that the applicant company had acquired it in good faith. This decision became final and binding in January 2010. However, following an extraordinary appeal on points of law lodged by the Prosecutor General in response to a petition by the unsuccessful plaintiff, the Supreme Court quashed this decision in April 2012 on the grounds that the legal presumption was not applicable and that, in the circumstances, the applicant company could not be considered as having been the bona fide owner. The case was therefore remitted to first instance court for a new determination and is currently still pending. In October 2012 the applicant company's constitutional complaint concerned with the quashing of the final and binding judgment in its favour was declared inadmissible as manifestly ill-founded.

Relying on Article 6 § 1 (right to a fair trial), the applicant companies alleged in particular that the quashing of the final and binding decisions in their favour following an extraordinary review initiated by the opponents in the original proceedings had been in breach of the principle of legal certainty and equality of arms. The applicant company DRAFT - OVA a.s. further alleged a breach of the guarantees of a hearing by an independent and impartial tribunal (Article 6). In addition, relying on Article 1 of Protocol No. 1 (protection of property), it complained that the quashing of the final and binding judgment in its favour had interfered with its possessions.

- In the case of *DRAFT - OVA a.s.*:

Violation of Article 6
Violation of Article 1 of Protocol No. 1

Just satisfaction: EUR 10,000 (non-pecuniary damage), and EUR 817.55 (costs and expenses)

- In the case of *PSMA, spol. s r.o.*:

Violation of Article 6

Just satisfaction: EUR 10,000 (non-pecuniary damage), and EUR 18,000 (costs and expenses)

- In the case of *COMPCAR, s.r.o.*:

Violation of Article 6

Just satisfaction: EUR 7,500 (non-pecuniary damage)

Özbent and Others v. Turkey (nos. 56395/08 and 58241/08)*

The applicants are the *Eğitim-Sen* trade union and 25 Turkish nationals who live in Çorum (Turkey).

A prefectoral order of 20 November 2007 specifies the public places in Çorum where statements to the press may be authorised and sets out the conditions for their organisation. On 24 March 2008 the applicants, who are all civil servants, participated in a statement to the press organised by the local branch of the *Eğitim-Sen* trade union (a trade union for staff working in education, science and culture). The event was held some one hundred metres from the municipal prefecture building and concerned the working conditions of the staff in question. The Çorum Prefect had not been notified in advance. The applicants were fined 125 Turkish Lira (TRY) each. The applicants contested the fines before the Criminal Court, which upheld them. In pursuance of the law providing that fines of an amount lower than TRY 200 were not subject to appeal, the Criminal Court adjudicated at first and last instance, and the applicants paid their fines.

Relying in particular on Article 11 (freedom of assembly and association), the applicants complained of a violation of their right to freedom to demonstrate.

Violation of Article 11

Just satisfaction: EUR 65 (pecuniary damage) to each applicant, EUR 1,500 (non-pecuniary damage) each, and EUR 850 (costs and expenses) to the applicants jointly

---

Press contacts
echrpress@echr.coe.int | tel: +33 3 90 21 42 08

Tracey Turner-Tretz (tel: + 33 3 88 41 35 30)
Céline Menu-Lange (tel: + 33 3 90 21 58 77)
Nina Salomon (tel: + 33 3 90 21 49 79)
Denis Lambert (tel: + 33 3 90 21 41 09)