

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

FIRST SECTION

CASE OF ABDULLAYEV v. AZERBAIJAN

(Application no. 43346/14)

JUDGMENT

STRASBOURG

7 November 2024

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



In the case of Abdullayev v. Azerbaijan,

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

Raffaele Sabato*, President*,
Lətif Hüseynov,
Alain Chablais*, judges*,
and Liv Tigerstedt, *Deputy Section Registrar,*

Having regard to:

the application (no. 43346/14) against the Republic of Azerbaijan lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") on 28 May 2014 by an Azerbaijani national, Mr Imran Kamal oglu Abdullayev (*Imran Kamal oğlu Abdullayev* – "the applicant"), who was born in 1976 and lives in Khachmaz, and was represented by Mr A. Huseynli, a lawyer practising in Azerbaijan;

the decision to give notice of the application to the Azerbaijani Government ("the Government"), represented by their Agent, Mr Ç. Əsgərov;

the parties' observations;

Having deliberated in private on 10 October 2024,

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

SUBJECT MATTER OF THE CASE

1. The application mainly concerns the applicant's complaint about an allegedly unlawful expropriation of his property by the State authorities.

2. The facts of the present application are similar in several respects to those in *Khalikova v. Azerbaijan* (no. 42883/11, 22 October 2015). In the present case, the applicant's flat (84.5 sq. m) was demolished by the Baku City Executive Authority ("the BCEA"), on the basis of an order issued by the head of the BCEA on 16 February 2011, which stated that the buildings and houses located on certain streets were to be demolished for the purpose of constructing a new garden-park complex ("the Winter Park") and the residents were to be relocated. The applicant was offered 1,500 Azerbaijani manats (AZN) per square metre of his property. The BCEA offered to make the payment not as compensation for expropriation, but on the basis of a contract of sale to be entered into by the applicant and the representative of the BCEA.

3. On 18 July 2011 the applicant lodged a complaint with Baku Administrative-Economic Court No. 1, asking the court to declare the order of 16 February 2011 invalid and to stop the unlawful actions of the BCEA's employees, which were preventing him from enjoying his ownership rights.

4. According to the applicant, on 16 March 2012, while the court proceedings were still pending, the BCEA demolished his property. On 27 March 2012 the applicant entered into the contract of sale offered by the

BCEA and received AZN 156,450. On 13 June 2012 the applicant amended his initial claims, asking the court to also declare the contract of sale unlawful because it had been entered into under duress.

5. By a decision of 9 April 2013, Baku Administrative-Economic Court No. 1 held that the part of the claim regarding the contract of sale had to be examined in separate civil proceedings and referred it to the Sabail District Court. There is no information in the case file regarding the outcome of those proceedings.

6. On 9 July 2013 Baku Administrative-Economic Court No. 1 dismissed the applicant's claims, finding that the order of 16 February 2011 and the BCEA's actions had been lawful, and that the amount of compensation had been adequate.

7. On 18 October 2013 the Baku Court of Appeal upheld the first-instance court's judgment, endorsing its reasoning.

8. On 12 February 2014 the Supreme Court upheld the appellate court's judgment.

9. The applicant complained that the *de facto* expropriation, by way of demolition, of his flat had amounted to an unlawful and unjustified interference with his property rights under Article 1 of Protocol No. 1 to the Convention. He further complained that the amount of compensation offered for the property had been low.

10. The applicant also complained under Article 6 that his right to a reasoned judgment had been violated as well as under 13 of the Convention that he had had no effective remedy for his complaints.

THE COURT'S ASSESSMENT

I. ALLEGED VIOLATION OF ARTICLE 1 OF PROTOCOL No. 1 TO THE CONVENTION

11. It is undisputed that the flat in question had been in the applicant's private ownership.

12. The Court notes that this complaint is not manifestly ill-founded within the meaning of Article 35 § 3 (a) of the Convention or inadmissible on any other grounds. It must therefore be declared admissible.

13. The general principles concerning Article 1 of Protocol No. 1 have been summarised in *Akhverdiyev v. Azerbaijan* (no. 76254/11, §§ 79-82, 29 January 2015), *Khalikova* (cited above, §§ 134-36) and *Maharramov v. Azerbaijan* (no. 5046/07, §§ 56-60, 30 March 2017).

14. The Court reiterates that the first and most important requirement of Article 1 of Protocol No. 1 is that any interference by a public authority with the peaceful enjoyment of possessions should be "lawful" (see, among many other authorities, *Yavuz Özden v. Turkey*, no. 21371/10, § 78,

14 September 2021, and *Par and Hyodo v. Azerbaijan*, nos. 54563/11 and 22428/15, § 52, 18 November 2021).

15. In *Khalikova* (cited above) the Court found that the expropriation of the applicant's property had not been carried out in compliance with "conditions provided for by law". It concluded, in particular, that (i) the BCEA did not have the authority to expropriate private property; (ii) no lawful expropriation order had been issued by a competent State authority; and (iii) the interference with the applicant's possessions thus constituted a *de facto* deprivation of possessions. The Court also found it irrelevant that a contract of sale had been signed between the applicant and the person acting on behalf of the BCEA after the demolition of her property. Having examined all the material submitted to it, the Court has not found any fact or argument capable of persuading it to reach a different conclusion in the present case. It thus considers that the expropriation of the applicant's property was not carried out in compliance with "conditions provided for by law" (compare *Bagvanov and Others v. Azerbaijan* [Committee], nos. 77919/11 and 13 others, § 17, 10 November 2022).

16. There has accordingly been a violation of Article 1 of Protocol No. 1 to the Convention.

II. OTHER COMPLAINTS

17. Turning to the applicant's remaining complaints (see paragraph 10 above), having regard to the facts of the case, the submissions of the parties and its findings above, the Court considers that it has dealt with the main legal questions raised by the case and that there is no need to examine the admissibility and merits of these complaints (see *Centre for Legal Resources on behalf of Valentin Câmpeanu v. Romania* [GC], no. 47848/08, § 156, ECHR 2014; see also *Bagvanov and Others*, cited above, § 23, and *Bagirova and Others v. Azerbaijan*, nos. 37706/17 and 5 others, §§ 55-56, 31 August 2023).

APPLICATION OF ARTICLE 41 OF THE CONVENTION

18. The applicant asked the Court in a confused manner and without presenting relevant substantiation "to deduct 103,550 manats compensation, 20,000 pecuniary damages and court fees" in his favour.

19. The Government argued that the applicant had failed to comply with the requirements of Rule 60 of the Rules of Court and asked the Court to reject the applicant's claims under all heads.

20. The Court reiterates that an applicant who wishes to obtain an award of just satisfaction under Article 41 of the Convention in the event of the Court finding a violation of his or her Convention rights must make a specific claim to that effect (Rule 60 § 1). If the applicant fails to comply with the

relevant requirements, it may reject the claims in whole or in part (Rule 60 § 3).

21. The Court notes that the applicant failed to specify the amount of pecuniary damage that he had allegedly suffered, and the costs and expenses incurred by him; it therefore rejects these claims. However, it accepts that the applicant must have suffered non-pecuniary damage which cannot be sufficiently compensated for by the finding of a violation alone. Making its assessment on an equitable basis, the Court awards him 3,000 euros (EUR) in respect of non-pecuniary damage, plus any tax that may be chargeable.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Declares* the complaint under Article 1 of Protocol No. 1 to the Convention admissible;

2. *Holds* that there has been a violation of Article 1 of Protocol No. 1 to the Convention;

3. *Holds* that there is no need to examine the admissibility and merits of the complaints under Articles 6 (right to a reasoned judgment) and 13 of the Convention;

4. *Holds*
   (a) that the respondent State is to pay the applicant, within three months, EUR 3,000 (three thousand euros), plus any tax that may be chargeable, in respect of non-pecuniary damage, to be converted into the currency of the respondent State at the rate applicable at the date of settlement;
   (b) that from the expiry of the above-mentioned three months until settlement simple interest shall be payable on the above amount at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points;

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

Done in English, and notified in writing on 7 November 2024, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Liv Tigerstedt Deputy Registrar	Raffaele Sabato President