

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

FIFTH SECTION

CASE OF CHORBOV v. BULGARIA

(Application no. 39942/13)

JUDGMENT

STRASBOURG

25 January 2018

FINAL

25/04/2018

This judgment has become final under Article 44 § 2 of the Convention. It may be subject to editorial revision.



In the case of Chorbov v. Bulgaria,

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

Angelika Nußberger, *President,*
Erik Møse,
Nona Tsotsoria,
Yonko Grozev,
Síofra O'Leary,
Mārtiņš Mits,
Lətif Hüseynov, *judges,*

and Claudia Westerdiek, *Section Registrar,*

Having deliberated in private on 19 December 2017,

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

PROCEDURE

1. The case originated in an application (no. 39942/13) against the Republic of Bulgaria lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") by a Bulgarian national, Mr Georgi Angelov Chorbov ("the applicant"), on 10 June 2013.

2. The applicant was represented by Ms S. Margaritova-Vuchkova, a lawyer practising in Sofia. The Bulgarian Government ("the Government") were represented by their Agent, Ms L. Gyurova, of the Ministry of Justice.

3. The applicant alleged that his right to peaceful enjoyment of his possessions had been breached as a result of the authorities not paying the second half of a legal fee due to him on the basis of a contract he had concluded with them. He also claimed that he did not have an effective domestic remedy in this regard.

4. On 15 December 2014 the application was communicated to the Government.

THE FACTS

I. THE CIRCUMSTANCES OF THE CASE

5. The applicant was born in 1950 and lives in Sofia. He is a lawyer practising in Sofia.

A. Background

6. The applicant signed a contract with the then Bulgarian Ministry of Agriculture and Forests (hereafter "the Ministry") on 15 July 2004. According to the terms of the contract the applicant undertook to act as a legal representative for the Ministry in a case before the International Court of Arbitration in Paris, for which the Ministry was to pay him 58,100 Bulgarian Levs (BGN, about EUR 29,600). This sum comprised a legal fee and all related costs and expenses incurred by him in connection with the representation.

7. The Ministry paid the applicant half of the amount due on the day the contract was signed. The contract stipulated that the second half was to be paid to him at the end of the proceedings.

B. Attempted recovery of payment by the applicant of the second half of his contractual fee

8. The proceedings before the International Court of Arbitration in Paris ended on 28 November 2005. On 19 December 2005 the applicant asked the Ministry to pay him the balance due, but the Ministry failed to reply. The applicant then asked the Sofia District Court to issue him with a writ of enforcement against the Ministry. On 23 February 2006 the court issued the writ on the basis of the contract of 15 July 2004 for the amount of BGN 29,631, comprising BGN 29,050 due on the basis of the contract and BGN 581 for costs related to the enforcement proceedings, plus the legal interest rate for the period from 1 February 2006 until full payment.

9. On 24 February 2006, in compliance with Article 399 of the 1952 Code, a notary acting for the applicant served the original writ of enforcement on the Ministry and requested that the institution pay. As the Ministry still did not reply, the applicant sought the assistance of the Ombudsman. Subsequently, the Ministry confirmed to the Ombudsman in a letter of 27 March 2006 that it had received a notarial request for payment and the writ of enforcement in the applicant's case. It also stated that, if money for the honouring of debts of the Ministry had not been included in the current year's budget, this would be done in the following year's budget.

10. In July 2006 the Ministry asked the Sofia Bar Association to open disciplinary proceedings against the applicant for acting against the interests of his client, the Ministry. The Sofia Bar Association terminated those proceedings the same year after establishing that the applicant had not acted contrary to the interests of the Ministry.

C. Proceedings brought by the Ministry against the applicant

11. The Ministry did not pay the balance due to the applicant. Instead, on 26 July 2006 the Ministry brought a civil claim against him in court, seeking damages for his failure to carry out the duties ensuing from the contract of 15 July 2004. The amounts sought in damages were 568,897.90 United States dollars (USD) and BGN 29,500 (approximately EUR 15,000), the latter explicitly referred to as corresponding to the first half of the fee due to the applicant which had been paid to him by the Ministry upon signing the contract. In addition, the Ministry sought BGN 4,648 (about EUR 2,300) by way of penalty, representing 8% of the total amount of BGN 58,100 (about EUR 29,600) due to the applicant in fees; that penalty had been provided for in the contract in case the applicant were to default on his contractual obligations. In its claim before the court the Ministry made no mention of the balance of the fee it owed the applicant on conclusion of the contract of 2004; a sum subject to a writ of enforcement and served on the Ministry earlier in 2006.

12. In a judgment of 3 August 2009 the Sofia City Court, acting as a first-instance court, rejected the Ministry's claim in respect of all amounts. The court found that although the Ministry had indeed incurred losses in the amount of USD 568,897.90 in the context of the arbitration proceedings in Paris, those losses had not been the result of the applicant's conduct. The court found further that, because the applicant had complied with his contractual obligations, the payment he had received, corresponding to the first half of the agreed fee, had been owed and duly paid to him by the Ministry. Similarly, given that the applicant had complied with his contractual obligations, imposition of the penalty which had been agreed in the contract in the event of failure to deliver was not justified.

13. Following an appeal by the Ministry, in a judgment of 30 April 2010, the Sofia Court of Appeal rejected the Ministry's claim in respect of the two amounts sought in damages (see paragraph 11 above). As regards the first half of the fee paid to the applicant, in particular, the court observed that the Ministry had not claimed that the contract it had concluded with the applicant had been cancelled and found that the first half of the fee paid could not be considered as damages. The court held, however, that the applicant owed the Ministry the amount of BGN 4,648 (about EUR 2,300) by way of penalty because during the arbitration proceedings he had omitted to transmit to the Ministry a request by the arbitrator that the original of a document be submitted to the latter. The penalty agreed in the contract between the Ministry and the applicant was payable in the event of the failure of the applicant to comply with his obligations and the Ministry did not need to prove that it had incurred any loss as a result of the applicant's conduct. The court therefore allowed the Ministry's claim for the amount of BGN 5,102.88, which corresponded to BGN 4,648 by way of penalty and

BGN 418.88 for case-related costs. Since the Ministry's claim did not mention the balance of the fee due to the applicant, at no point did the court examine in that judgment whether the second half of the payment of the legal fee agreed in the contract was due to him following its conclusion.

14. In a final decision of 28 June 2011, the Supreme Court of Cassation (SCC) did not allow a cassation review, finding that the statutory conditions for this were not met. The judgment of the Sofia Court of Appeal thus became final on that date.

D. Further developments

15. On 12 July 2011 the applicant again asked the Ministry, through a duly served notarial request, to pay to him the amount of BGN 57,964.81, which represented BGN 29,050 (the principal amount, corresponding to the balance of the fee due to him), BGN 12,874.58 (default penalty agreed in the contract in case of the Ministry's failure to fulfil its contractual obligations), BGN 20,143.23 (legal interest rate) and BGN 581 (costs and expenses), minus the 8% default penalty in the amount of BGN 4,648 which the Sofia Court of Appeal had ordered the applicant to pay to the Ministry in its judgment.

16. On 15 July 2011 the Ministry replied that its debts were to be paid from its annual budget and, in the event of the non-availability of funds, money for outstanding debts was to be included at the latest in the following year's budget. The Ministry also asked the applicant to submit the original writ of execution. The applicant wrote to the Ministry on 28 July 2011 stating that he had already served it on them and specified the date and reference number of the notarial document with which that had been done (see paragraphs 8-9 above).

17. On 2 August 2013 the applicant again asked the Ministry in writing to pay him the outstanding amount. They replied in writing the same month stating that they had received the original writ of enforcement on 24 February 2006 but could not trace what had happened to it thereafter.

II. RELEVANT DOMESTIC LAW AND PRACTICE

A. Enforceable titles, writs of enforcement and claims to establish a right

18. Up until 2008, Article 237 of the Code of Civil Procedure 1952 ("the 1952 Code") provided that enforceable titles included contracts bearing signatures certified by a notary, or other documents on the basis of which writs of enforcement could be issued.

19. According to Article 242 § 1 of the 1952 Code, writs of enforcement were issued following written requests by a person in possession of an enforceable title. Such a request was to be submitted to a first-instance court, which would decide on the request within a seven-day period (Article 242 §§ 2 and 4).

20. The first-instance court verified whether the title was enforceable *vis-à-vis* the person against whom the writ of enforcement had been requested. In cases where the enforceability of the title was conditional on the completion of an action, or on the occurrence of a circumstance, that completion or occurrence had to be demonstrated by the person who was to complete the action by means of either an official document or a document signed by him or her (Article 243 § 1 of the 1952 Code).

21. The court's decision accepting or rejecting the request for issuance of a writ of enforcement was subject to appeal within a seven-day period which, for the creditor, was counted from the day on which the court's decision was served on him or her and, for the debtor, from the day on which the invitation for voluntary enforcement was served (Article 244 of the 1952 Code).

22. The court issued a single writ of enforcement, signed by a judge from that court (Article 246 of the 1952 Code).

23. Article 97 § 1 of the 1952 Code stipulated that anyone was entitled to bring a claim in court seeking to restore his or her rights or to establish the existence or otherwise of a right when he or she had a legal interest in it.

B. Enforcement of monetary claims vis-à-vis State institutions

24. Enforcement proceedings under the 1952 Code were not possible where the State owed money. This continues to be the case under the Code of Civil Procedure 2007 ("the 2007 Code").

25. Pursuant to paragraph 2 of Article 399 of the 1952 Code, in force until March 2008, a person who had an enforceable pecuniary claim against a State authority received payment out of the funds earmarked for that purpose in the authority's budget. The writ of execution evidencing the claim had to be submitted to the authority's financial department. If there were no funds available in the authority's budget, the higher administrative authority had to ensure that funds became available in the budget for the following year.

26. Article 519 of the 2007 Code provides that enforcement proceedings against a State body aimed at collecting a monetary debt are not possible. A writ of enforcement evidencing the claim has to be obtained from the court and then submitted to the authority's financial department. If there are no funds available in the State body's budget, the authorities have to ensure that funds become available in the next year's budget (see Article 519 § 2 of the 2007 Code).

27. The domestic courts have consistently confirmed that direct-enforcement proceedings against State institutions owing debts were not possible, as well as that the specific procedure to be followed was the one provided in Article 519 of the 2007 Code (реш. № 131859 от 29.05.2017 г. на СРС по гр. д. № 22589/2016 г.; реш. № 198 от 14.07.2010 г. на окр. съд Хасково, г. о. по ч. гр. д. № 380; реш. от 15.05.2015 г. на окр. съд София по ч. гр. д. № 320/2015 г. реш. № 173 от 23.03.2015 г. на окр. съд Пазарджик по гр. д. № 195/2015 г.; реш. от 13.07.2016 г. на окр. съд Сливен по гр. д. № 306/2016 г.). The Supreme Court of Cassation held in a decision of 2016 that payment by a State entity is effected after the presentation of the original writ of enforcement to that entity (опр. № 194/27.04.2016 по дело № 604/2016 на ВКС, ТК, I т.о.).

THE LAW

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

28. The applicant complained that by failing to pay to him the balance of the fee due on the basis of the contract between him and the Ministry, the authorities had breached his right to peaceful enjoyment of his possessions, in contravention of Article 1 of Protocol No. 1 to the Convention, which reads as follows:

> "Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law.
>
> The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deems necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties."

A. Admissibility

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

B. Merits

1. The parties' submissions

30. The Government did not contest the failure to pay the balance of the fee due to the applicant, nor the fact that the authorities owed him for that second half of the fee. They maintained, however, that the payment had not been due until 28 June 2011, which was the date of the final judicial decision in the proceedings brought by the Ministry (see paragraphs 13-14 above).

31. More specifically, they submitted that the writ of enforcement of 23 February 2006 had been issued solely on the basis of the contract between the parties and not following judicial proceedings deciding an arguable claim with *res judicata* effect. They argued that in the proceedings brought by the Ministry the latter had contested the applicant's claim to the remaining half of the fee due to him in respect of his legal representation. That dispute had only been settled at the end of those judicial proceedings, when the courts had recognised in a final judgment the applicant's claim for the payment of the sum due to him under the contract.

32. The Government also asserted that they had not contested that payment was owed to the applicant but that the Ministry had lost the original writ of enforcement requesting payment, which had been submitted to them in 2006. This circumstance constituted an obstacle to payment by the authorities of the amount due.

33. In his reply to the Government's observations, the applicant contested the start-date for calculating when payment was due. He submitted that the Ministry had not opposed the writ of enforcement issued on 23 February 2006, although they could have done so under Article 244 and Article 97 § 1 of the 1952 Code which was in force at the time the writ was issued (see the domestic law section, paragraphs 21 and 23 above). In addition, the civil proceedings brought by the Ministry had not been concerned with the debt corresponding to the balance of his fee, but had been instituted on other legal grounds (see paragraphs 11-13 above). The applicant submitted that his claim had been collectible since the end of the Paris proceedings in late 2005 and that the Ministry had not informed him that they had lost the writ.

2. The Court's assessment

(a) General principles

34. The Court reiterates that the autonomous meaning of the concept of "possessions" under Article 1 of Protocol No. 1 to the Convention has been set out in a number of earlier cases (see, among many other examples, *Depalle v. France* [GC], no. 34044/02, § 62, ECHR 2010; *Fabris v. France*

[GC], no. 16574/08, § 49, ECHR 2013 (extracts); and *Parrillo v. Italy* [GC], no. 46470/11, § 211, ECHR 2015).

35. Where the proprietary interest takes the form of a claim, the Court has taken the view that it may be regarded as an "asset" only where it has a sufficient basis in domestic law (see *Kopecký v. Slovakia* [GC], no. 44912/98, §§ 49 and 52, ECHR 2004-IX; *Maurice v. France* [GC], no. 11810/03, § 66, ECHR 2005-IX; *Vilho Eskelinen and Others v. Finland* [GC], no. 63235/00, § 94, ECHR 2007-II; and *Parrillo*, cited above, § 213), or where the applicants had "a claim which was sufficiently established to be enforceable" (see *Gratzinger and Gratzingerova v. the Czech Republic* (dec.), no. 39794/98, § 74, ECHR 2002-VII) or where the persons concerned were entitled to rely on the fact that a specific legal act would not be retrospectively invalidated to their detriment (see *Kopecký*, cited above, § 47, and *Noreikienė and Noreika v. Lithuania*, no. 17285/08, § 36, 24 November 2015) and where such legal acts could consist of a contract, for example (see *Stretch v. the United Kingdom*, no. 44277/98, § 35, 24 June 2003).

(b) Application of these principles to the present case

36. The Court notes firstly that it was undisputed between the parties that the lack of payment to the applicant of the balance of the legal fee due under the 2004 contract constituted an interference with his possessions. More specifically, the parties agreed that the applicant had had a legitimate expectation to receive the payment in question. That legitimate expectation took the form of a claim, which was sufficiently enforceable under domestic law and therefore constituted an asset protected under Article 1 of Protocol No. 1 (see paragraph 35 above). The parties disagreed, however, as to the date when payment was due.

37. The Government argued that a legitimate expectation did not arise for the applicant until 28 June 2011, which was the date of the final judicial decision in the proceedings brought by the Ministry. The applicant asserted that his legitimate expectation had arisen the moment the corresponding condition stipulated in the contract had been fulfilled, namely at the end of the proceedings in Paris.

38. The Court observes that in February 2006 the applicant acquired a writ of enforcement on the basis of the contract he had signed with the Ministry in 2004 (see paragraph 8 above). The contract was a non-judicial title which gave him the right under domestic law to seek payment of the sum indicated therein when contractual conditions were fulfilled (see paragraphs 18-19 above). In accordance with the relevant procedure, the applicant submitted the writ to the Ministry and asked to be paid (see paragraph 9 above). Significantly, the Ministry did not challenge the writ, although it could have done so under Article 244 of the 1952 Code had it considered that payment of the balance was not due at that point in time (see

paragraph 21 above). Moreover, the Ministry did not bring a claim under Article 97 § 1 of the same Code, despite this possibility having been open to it if it was of the view that it did not owe the money claimed by the applicant (see paragraph 23 above).

39. In the judicial proceedings which the Ministry brought subsequently against the applicant, they sought to activate a penalty clause stipulated in the contract, as well as damages which included the return by him of the first half of the fee already paid to him by the Ministry. As is evident from the facts, in those proceedings the Ministry did not challenge the validity of the contract as a whole or of any of its provisions, nor did they contest the balance of the fee which the applicant had already claimed was due to him and which is the subject of the present case (see paragraph 11 above). Neither did the domestic courts deal with the balance of the legal fee in those proceedings (see paragraphs 12-13 above).

40. The Court observes that while it is true that the Ministry argued in the proceedings before the Sofia City Court that the applicant had failed to fulfil his contractual duties, that court found in favour of the Ministry on one specific point only, in respect of which the penalty agreed in the contract became payable by the applicant. In all other respects, the Sofia City Court found that the applicant had complied with his contractual obligations, refused the Ministry repayment of the first half of his fee and made no reference to the balance. In order to collect payment of that balance the applicant had needed to be issued with a writ of enforcement and to submit it to the Ministry; both of which he had done. Since the writ had not been invalidated and the applicant had complied with the relevant domestic procedure to seek the payment due (see paragraph 9 above), the Court has no choice other than to find that payment became due on 24 February 2006 when the writ of enforcement was served to the Ministry. It appears from the documents in the file that he has never been paid for the balance of his legal fee.

41. Furthermore, as appears from the observations submitted by the respondent Government to the Court, they did not in essence contest the need to pay the balance of the fee but the 2006 writ had been lost, which created an obstacle to payment (see paragraph 32 above and paragraph 52 below).

42. The foregoing considerations are sufficient to enable the Court to conclude that there has been a violation of Article 1 of Protocol No. 1 to the Convention.

II. ALLEGED VIOLATION OF ARTICLE 13 OF THE CONVENTION

43. The applicant complained that he did not have an effective remedy in connection with his complaint, contrary to Article 13 of the Convention

in conjunction with Article 1 of Protocol No. 1 to the Convention. Article 13 reads as follows:

> "Everyone whose rights and freedoms as set forth in [the] Convention are violated shall have an effective remedy before a national authority notwithstanding that the violation has been committed by persons acting in an official capacity."

44. The applicant stated that the absence of an effective remedy in connection with his complaint was demonstrated by his numerous unsuccessful attempts to obtain payment from the Ministry, which included approaching the Ombudsman.

45. The Government emphasised that this was a one-off, isolated situation which was not in any way representative of a general or structural absence of remedies in the event of non-payment by State institutions of their outstanding obligations.

46. The Court firstly notes that this complaint is linked to the one examined above and must therefore likewise be declared admissible.

47. The Court observes that the applicant did all he had to do in law and in practice in order to obtain payment of the balance due (see paragraphs 9 and 38 above). It notes further that the procedure for general enforcement of final judgments was not applicable with respect to claims against the State and that there is no specific procedure that could speed up or redress the negative consequences of delayed enforcement in such cases (see paragraphs 24-27 above). The Court has held on numerous occasions that while member States have a wide margin of appreciation in providing such a remedy in a manner consistent with their own legal system and traditions, a remedy with respect to delayed enforcement of claims against the State should still exist (see *Scordino v. Italy* (no. 1) [GC], no. 36813/97, §§ 186-187, ECHR 2006-V and *Burdov v. Russia* (no. 2), no. 33509/04, §§ 96-100, ECHR 2009). The Government have not pointed to the existence of an effective domestic remedy in such situations.

48. Accordingly, the Court finds that there has been a violation of Article 13 in conjunction with Article 1 of Protocol No. 1.

III. APPLICATION OF ARTICLE 41 OF THE CONVENTION

49. 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

50. The applicant claimed some EUR 33,500 in respect of pecuniary damage, corresponding to approximately EUR 22,000 as a principal amount

covering the balance of the legal fee owed to him, costs relating to the request for payment of that amount and the penalty resulting from the failure of the Ministry to comply with their contractual obligation to pay that balance, together with related interest up until 30 April 2010 (the date of the appellate court's decision), plus EUR 11,500 in interest on the above amounts after 30 April 2010.

51. In addition, the applicant claimed EUR 9,000 by way of compensation in respect of non-pecuniary damage. That sum comprised EUR 2,000 stemming from the frustration and anxiety caused to him in connection with the disciplinary proceedings brought before the Sofia Bar Association by the Ministry against the applicant (see paragraph 10 above); EUR 5,000 stemming from the frustration and anxiety caused to him over the period of six years by the Ministry's bringing judicial proceedings for damages against him (see paragraphs 11-14 above); and EUR 2,000 in connection with his frustration resulting from the failure of the Ministry to pay him the sum due for more than ten years.

52. The Government contested the request for compensation in respect of pecuniary damage and emphasised that the Ministry had not paid because they had lost the original writ of enforcement and the applicant had not asked that a duplicate be issued to him. They also maintained that the sum claimed, as established in an expert report submitted by the applicant, did not correspond to the facts of the case.

53. As regards the request for compensation in respect of non-pecuniary damage, they considered the requested sum excessively high and argued that if the Court found a violation of the Convention in respect of the applicant, that finding would constitute sufficient just satisfaction.

54. The Court reiterates that for an award to be made in respect of pecuniary damage the applicant must demonstrate that there is a causal link between the violation and any financial loss alleged (see, for example, *Družstevní záložna Pria and Others v. the Czech Republic* (just satisfaction), no. 72034/01, § 9, 21 January 2010).

55. The Court furthermore notes that the applicant's complaint before it concerned the Ministry's failure to pay him the balance of the contractually agreed legal fee and it found a violation of the Convention as a result of the authorities' failure to pay that fee. The applicant has not shown that he attempted to claim the associated penalty payment from the Ministry by submitting a writ of enforcement in respect of that amount which had not been included in the original writ of enforcement submitted by him, and his complaint before the Court was not concerned with the payment of such a penalty either. Accordingly, the Court sees no link between the damages sought in connection with the penalty and the violation found.

56. On the basis of the material in its possession the Court awards the applicant EUR 15,000 in respect of pecuniary damage, plus the legal default interest rate in Bulgaria for the period from 1 February 2006 (as stipulated

in the writ of enforcement of 23 February 2006, see paragraph 8 above) until the date of full payment.

57. As regards the applicant's request for compensation in respect of non-pecuniary damage, the Court finds that the failure of the authorities to pay the balance of the contractual fee due to him and the length and nature of the disciplinary proceedings which followed must have caused the applicant some emotional distress. Consequently, in respect of non-pecuniary damage it awards the applicant the amount sought by him in that connection, namely EUR 2,000.

B. Costs and expenses

58. The applicant also claimed approximately EUR 1,260 for the costs and expenses incurred before the Court, to be paid directly to his legal representative. That sum comprised EUR 1,000 for legal fees, EUR 200 for translation costs and EUR 60 for an expert report calculating the sums due to the applicant.

59. The Government did not comment on the claim for costs and expenses.

60. 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 documents in its possession and the above criteria, the Court considers it reasonable to award the sum of EUR 1,260 covering costs for the proceedings before the Court, to be paid directly to the applicant's legal representative.

C. Default interest

61. The Court considers it appropriate that the default interest rate 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. *Declares* the application admissible;

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

3. *Holds* that there has been a violation of Article 13 of the Convention in conjunction with Article 1 of Protocol No. 1 to the Convention;

4. *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, to be converted into Bulgarian levs at the rate applicable at the date of settlement:

(i) EUR 15,000 (fifteen thousand euros) plus the legal default interest rate in Bulgaria for the period starting on 1 February 2006 until full payment, plus any tax that may be chargeable, in respect of pecuniary damage;

(ii) EUR 2,000 (two thousand euros), plus any tax that may be chargeable, in respect of non-pecuniary damage;

(iii) EUR 1,260 (one thousand two hundred and sixty euros), plus any tax that may be chargeable to the applicant, in respect of costs and expenses, to be paid directly to the applicant's legal representative;

(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;

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

Done in English, and notified in writing on 25 January 2018, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Claudia Westerdiek
Registrar

Angelika Nußberger
President