

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

FIFTH SECTION

CASE OF OSADCHYY v. UKRAINE

(Application no. 14424/19)

JUDGMENT

STRASBOURG

1 October 2026

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



In the case of Osadchyy v. Ukraine,

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

Gilberto Felici*, President*,
Mykola Gnatovskyy,
Vahe Grigoryan*, judges*,

and Martina Keller, *Deputy Section Registrar,*

Having regard to:

the application (no. 14424/19) against Ukraine lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") on 7 March 2019 by a Ukrainian national, Mr Yaroslav Anatoliyovych Osadchyy ("the applicant"), who was born in 1978 and lives in Kyiv, and was represented by Mr D. Tsypin, a lawyer practising in Wuppertal;

the decision to give notice of the complaints under Article 6 § 1 of the Convention concerning the alleged unfairness of the proceedings and under Article 1 of Protocol No. 1 to the Ukrainian Government ("the Government"), represented by their Agent, Ms M. Sokorenko, and to declare the remainder of the application inadmissible;

the parties' observations;

Having deliberated in private on 10 September 2026,

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

SUBJECT MATTER OF THE CASE

1. The case concerns an alleged breach of the principle of legal certainty in a civil dispute between private parties over the applicant's proprietary rights under investment contracts. The applicant relied on Article 6 § 1 of the Convention and Article 1 of Protocol No. 1 thereto.

2. In 2014 the applicant joined a housing trust fund managed by a private company, P., with a view to financing the construction of a flat and a utility closet in a future residential building in Kyiv. The relevant investment contracts with the P. company stipulated, *inter alia*, that the applicant was required, within two months of completion of construction, to sign a service agreement with the designated maintenance company for the management of the building and to sign acceptance certificates confirming receipt and approval of the property. Failure to comply with any of these obligations entitled the P. company to terminate the applicant's membership in the trust fund.

3. The construction was completed in May 2015. According to available documents, in September 2015 the applicant refused to sign a service agreement with the designated maintenance company, objecting to the conditions of that agreement and his inability to choose an alternative service provider. On 8 December 2015 the P. company terminated the applicant's

membership in the trust fund on the ground that he had failed to sign acceptance certificates within the specified time-limit. Shortly thereafter, the flat, in which the applicant had invested, was allocated to a third person, Ms P., who subsequently registered title to it.

4. The applicant instituted civil proceedings against the P. company and Ms P., seeking, *inter alia*, the annulment of the decision to terminate his membership in the trust fund and invalidation of Ms P.'s title to the flat. The central issue in those proceedings was the date when the two-month period for signing the acceptance certificates (see paragraph 2 above) had begun to run. While the applicant essentially argued that the P. company had not informed him of the completion of the construction and, therefore, the relevant period had not started, the P. company maintained that the period should have started from the date of the publication of a relevant notice on the property's website in May 2015.[1]

5. On 30 January 2017 the Kyiv City Court of Appeal overturned the decision of the first-instance court, which had dismissed the applicant's claim, and ruled partly in the applicant's favour. Holding that the website publication could not be regarded as proper notice of the completion of construction, the appellate court annulled the decision to terminate the applicant's membership in the trust fund as premature and invalidated Ms P.'s title to the flat. The P. company appealed on points of law, reiterating its previous arguments (see paragraph 4 above). By a final decision of 12 July 2017, the Higher Specialised Civil and Criminal Court dismissed the P. company's appeal, upholding the findings of the court of appeal.

6. On 20 July 2017 Ms P. lodged an appeal on points of law against the ruling of the Kyiv City Court of Appeal (see paragraph 5 above), reiterating the P. company's arguments. On 27 July 2017 the Higher Specialised Civil and Criminal Court renewed the time-limit for lodging the appeal, indicating no grounds for such renewal. The applicant objected, arguing, *inter alia*, that the website on which the publication in question had been made did not belong to the P. company and that the latter had acted in bad faith.

7. The case was transferred to the newly established Supreme Court, which on 3 October 2018 allowed Ms P.'s appeal, overturned the rulings of the Kyiv City Court of Appeal and the Higher Specialised Civil and Criminal Court and upheld the decision of the first-instance court dismissing theapplicant's claim. It held that the period for signing the acceptance certificates had begun on the date of the website publication and that the applicant had failed to accept the premises within the specified time-limit.

8. In July 2019 the applicant instituted separate proceedings against the P. company, seeking reimbursement of the sums paid under the investment

[1] The investment contracts between the applicant and the P. company stipulated that any notice dispatched by the P. company to the applicant by registered post, through media publication or by publication on its website was deemed duly served.

contracts, adjusted for inflation, in a total amount of 1,570,000 Ukrainian hryvnias (UAH; equivalent to nearly 54,000 euros (EUR) at the relevant time). On 22 June 2020 a district court in Kyiv partly allowed that claim and awarded the applicant UAH 389,504.00 and UAH 56,382.44 (equivalent in total to almost EUR 15,000 at the material time), representing his contribution to the housing trust fund in the national currency.

9. The applicant did not appeal. On 3 December 2020 the P. company paid those amounts in full.

THE COURT'S ASSESSMENT

I. ALLEGED VIOLATION OF ARTICLE 6 § 1 OF THE CONVENTION

A. Legal certainty

10. The applicant complained under Article 6 § 1 of the Convention that the overturning of final court rulings in his favour had been contrary to the principle of legal certainty.

11. The Government argued that there had been no violation, as the Supreme Court had reviewed the decisions of the lower courts in accordance with the procedure provided for by domestic law.

12. The Court considers 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. Reviewing the facts of the present case in the light of the general principles established in its case-law (see, in particular, *Ryabykh v. Russia*, no. 52854/99, §§ 51-52, ECHR 2003-IX, and *Ponomaryov v. Ukraine*, no. 3236/03, §§ 40-42, 3 April 2008), the Court observes that the final and binding domestic decisions in the applicant's favour were reversed by the Supreme Court after one of the two respondents in the case had lodged her belated appeal on points of law and the Higher Specialised Civil and Criminal Court had renewed the relevant time-limit.

14. In this connection the Court notes that while it was within the discretion of the cassation court to decide on the renewal of the time-limit, the Higher Specialised Civil and Criminal Court did not, however, indicate the reasons for such renewal and did not verify whether such reasons could justify the interference with the principle of *res judicata* (see *Ponomaryov*, cited above, § 41).

15. The Court also discerns no indication that the overturning of the final court decisions in the applicant's case was justified by the need to rectify an error of truly fundamental importance to the judicial system or by circumstances of a substantial and compelling character. It resulted merely from a different approach to the issue of whether an internet publication could be considered proper notice, a matter of routine application of domestic law.

16. The foregoing considerations are sufficient to enable the Court to conclude that such reversal was not consistent with the principle of *res judicata*, one of the elements of the principle of legal certainty (see *Brumărescu v. Romania* [GC], no. 28342/95, § 61, ECHR 1999-VII). There has accordingly been a violation of Article 6 § 1 of the Convention.

B. Other complaints under Article 6 § 1 of the Convention

17. The applicant also complained that the decision of the Supreme Court had not been sufficiently reasoned, and that the proceedings had not been adversarial.

18. 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 question under Article 6 § 1 of the Convention raised by the case and that there is no need to examine the remaining complaints under that provision (see *Centre for Legal Resources on behalf of Valentin Câmpeanu v. Romania* [GC], no. 47848/08, § 156, ECHR 2014).

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

19. The applicant complained that the overturning of the final domestic decisions in his favour had deprived him of property rights in respect of the premises in the newly constructed building, that the Supreme Court had misinterpreted provisions of domestic law, and that the compensation awarded had been insufficient.

20. The Government submitted that the applicant could no longer claim to be a victim of the alleged violation, as he had obtained compensation at the domestic level (see paragraph 8 above). Alternatively, they argued that any interference with the applicant's rights had been in compliance with the requirements of Article 1 of Protocol No. 1.

21. The Court finds that it is not necessary to examine the Government's preliminary objection as to the applicant's victim status, as his complaint is in any event inadmissible for the reasons stated below.

22. According to the Court's case-law, although the quashing of a final and enforceable decision in the applicant's favour may affect the right to the peaceful enjoyment of his or her possessions, it does not automatically lead to a violation of Article 1 of Protocol No. 1 (see, for example, *Tığrak v. Turkey*, no. 70306/10, § 69, 6 July 2021). In the present case, unlike in other cases raising *res judicata* issues (see, for illustrative purposes, *Vashchenko and Tretyak v. Ukraine* [Committee], nos. 42489/16 and 74213/17, § 36, 12 March 2026), the domestic judicial decisions whose overturning the Court has held to be contrary to the principle of legal certainty (see paragraph 16 above) did not concern the recovery of a debt and did not

confer on the applicant title to the property in question (see *Industrial Financial Consortium Investment Metallurgical Union v. Ukraine*, no. 10640/05, § 192, 26 June 2018). The decisions of the domestic courts merely reinstated the applicant's membership in the housing trust fund, whereas the possibility of obtaining ownership of the premises in question still remained subject to his compliance with contractual obligations laid down in the investment contracts (see paragraph 2 above).

23. The Court further notes that the applicant's complaint is essentially limited to contesting the Supreme Court's legal assessment of his claim. Reiterating that that its jurisdiction to verify that domestic law has been correctly interpreted and applied is limited and that it is not its function to take the place of the national courts (see, for instance, *Mindek v. Croatia*, no. 6169/13, § 80, 30 August 2016), the Court considers that there is no basis for a finding that the reopened proceedings in the present case were flawed to the extent that their outcome could not be accepted (compare and contrast *Sovtransavto Holding v. Ukraine*, no. 48553/99, §§ 97-98, ECHR 2002-VII).

24. The Court also observes that the applicant was afforded the opportunity to claim his investment back. While he argued that the awarded amount had not been sufficient, he did not appeal against the domestic court's refusal to compensate his additional losses (see paragraph 9 above).

25. In these circumstances, the Court finds that this complaint is manifestly ill-founded and must be rejected in accordance with Article 35 §§ 3 (a) and 4 of the Convention.

APPLICATION OF ARTICLE 41 OF THE CONVENTION

26. The applicant claimed 63,371.00 euros (EUR) in respect of pecuniary damage, EUR 3,682 in respect of non-pecuniary damage and EUR 2,000 for inflation-related losses. He also sought compensation of EUR 815 in respect of costs and expenses incurred before the Court.

27. The Government contested those claims.

28. The Court, having regard to its findings above, does not discern any causal link between the violation found and the pecuniary damage or the inflation losses alleged; it therefore rejects these claims. However, it awards the applicant EUR 1,000 in respect of non-pecuniary damage, plus any tax that may be chargeable.

29. Having regard to the documents in its possession, the Court also considers it reasonable to award EUR 500 for costs and expenses in the proceedings before it, plus any tax that may be chargeable to the applicant.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Declares* the complaint under Article 6 § 1 of the Convention as regards the breach of the principle of legal certainty admissible and the complaint under Article 1 of Protocol No. 1 to the Convention inadmissible;

2. *Holds* that there has been a violation of Article 6 § 1 of the Convention as regards the breach of the principle of legal certainty;

3. *Holds* that there is no need to examine the admissibility and merits of the remainder of the applicant's complaints under Article 6 § 1 of the Convention;

4. *Holds*
   (a) that the respondent State is to pay the applicant, within three months, the following amounts, to be converted into the currency of the respondent State at the rate applicable at the date of settlement:
      (i) EUR 1,000 (one thousand euros), plus any tax that may be chargeable, in respect of non-pecuniary damage;
      (ii) EUR 500 (five hundred euros), plus any tax that may be chargeable, in respect of costs and expenses;
   (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 1 October 2026, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Martina Keller Deputy Registrar	Gilberto Felici President