

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

FIRST SECTION

CASE OF VIJATOVIĆ v. CROATIA

(Application no. 50200/13)

JUDGMENT
(Just satisfaction)

STRASBOURG

21 September 2017

FINAL

21/12/2017

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

COUNCIL OF EUROPE
CONSEIL DE L'EUROPE

In the case of Vijatović v. Croatia,

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

Linos-Alexandre Sicilianos, *President,*
Kristina Pardalos,
Aleš Pejchal,
Ksenija Turković,
Armen Harutyunyan,
Pauliine Koskelo,
Tim Eicke, *judges,*

and Abel Campos, Section Registrar,

Having deliberated in private on 29 August 2017,

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

PROCEDURE

1. The case originated in an application (no. 50200/13) against the Republic of Croatia lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") by a Croatian national, Ms Vera Vijatović ("the applicant"), on 24 July 2013.

2. In a judgment delivered on 19 January 2016 ("the principal judgment"), the Court held that by preventing the applicant from purchasing the flat she occupied under favourable conditions the national authorities had violated the applicant's right to peaceful enjoyment of her possessions (see *Vijatović v. Croatia*, no. 50200/13, 16 February 2016).

3. On 12 May 2016 the applicant purchased the flat at issue under favourable conditions.

4. Since the question of the application of Article 41 of the Convention was not ready for decision, the Court reserved it and invited the Government and the applicant to submit, within three months, their written observations on that issue and, in particular, to notify the Court of any agreement they might reach (ibid., § 67 and point 5 of the operative provisions).

5. Under Article 41 of the Convention the applicant sought just satisfaction of 6,000 euros (EUR) in respect of non-pecuniary damage as well as 12,500 Croatian kunas in respect of costs and expenses incurred before the national courts and EUR 6,400 for those incurred before the Court.

6. The applicant and the Government each filed observations.

7. The parties did not reach any settlement in respect of non-pecuniary damage and costs and expenses.

THE LAW

8. 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

9. The applicant claimed EUR 6,000 in respect of non-pecuniary damage.

10. The Government deemed the sum claimed unfounded, unsubstantiated and excessive.

11. The Court considers that the applicant must have sustained non-pecuniary damage which is not sufficiently compensated by the finding of a violation. Ruling on an equitable basis, and in particular given that, following the Court's principal judgment in the case at issue, the applicant purchased the flat she occupies under favourable conditions, it awards the applicant EUR 1,500 in respect of non-pecuniary damage, plus any tax that may be chargeable on this amount.

B. Costs and expenses

12. The applicant sought 12,500 Croatian kunas in respect of costs and expenses incurred before the national courts and EUR 6,400 for those incurred before the Court.

13. The Government deemed the sum claimed unfounded, unsubstantiated and excessive.

14. According to the Court's case-law, an applicant is entitled to reimbursement of his or her 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 information in its possession and the above criteria, the Court considers that the applicant is entitled to the costs and expenses incurred both before the national courts and before the Court. The Court considers it reasonable to award them EUR 4,000 under both heads plus any tax that may be chargeable on that amount.

C. Default interest

15. 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. *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 Croatian kunas at the rate applicable at the date of settlement:
      (i) EUR 1,500 (one thousand five hundred euros), plus any tax that may be chargeable, in respect of non-pecuniary damage;
      (ii) EUR 4,000 (four thousand euros), plus any tax that may be chargeable to the applicant, 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;

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

Done in English, and notified in writing on 21 September 2017, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Abel Campos Registrar	Linos-Alexandre Sicilianos President