

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

FIFTH SECTION

CASE OF ZVONAR v. UKRAINE

(Application no. 20532/16)

JUDGMENT

STRASBOURG

20 November 2025

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



In the case of Zvonar v. Ukraine,

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

Kateřina Šimáčková*, President*,
María Elósegui,
Gilberto Felici*, judges*,
and Martina Keller, *Deputy Section Registrar,*

Having regard to:

the application (no. 20532/16) against Ukraine lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") on 1 April 2016 by a Ukrainian national, Mr Yurii Yuriiovych Zvonar ("the applicant"), who was born in 1959, lives in the village of Yasinia and was represented by Mr O.O. Barna, a lawyer practising in Sokilnyky, Lviv Region;

the decision to give notice of the applicant's complaints 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 23 October 2025,

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

SUBJECT MATTER OF THE CASE

1. The case concerns the applicant's deprivation, following an action brought by a prosecutor, of land he had bought from local authorities.

2. In February 2009 the applicant began renting a 0.42 ha plot of land from the local authorities. The land was located in the area of the Drahobrat ski resort near the village of Yasinia. It appears that the applicant built a cable transportation system on the land and used it for tourism.

3. On 17 November 2010 and 11 January 2011, the Rakhiv District State Administration of the Zakarpattia Region ("the Rakhiv DSA") adopted decisions allowing the applicant to purchase the land as a private owner. The decisions mentioned that the land in question was located outside urban settlements and was for non-agricultural use.

4. On 14 January 2011 the applicant and the Rakhiv DSA signed a sale and purchase contract. The applicant paid 460,056 Ukrainian hryvnias (UAH; approximately 43,850 euros (EUR) at the time). Later, the applicant obtained ownership certificates for the land (which had been divided into several plots), which stated that the land had been designated for the "construction and maintenance of recreational facilities".

5. In July 2012, acting upon a request from the local prosecutor, the State Agricultural Inspectorate of the Zakarpattia Region carried out an inspection of the allocation of land in question. It concluded, referring to Article 122 § 3

of the Land Code, that the Rakhiv DSA had not had the right to dispose of it because local State administrations only had the power to dispose of land outside urban settlements that had been designated for agricultural use or water management, or in order to build infrastructure for the local community (for example, schools or hospitals).

6. On the basis of that conclusion, the prosecutor brought an action against the applicant, seeking to have the Rakhiv DSA decisions of 2010 and 2011 set aside and the sale and purchase contract and the applicant's title invalidated. The prosecutor acted in the interests of the Zakarpattia Region State Administration ("the Zakarpattia RSA"), as the authority allegedly empowered to dispose of the land in question, and of the Yasinia village council, as the authority supposed to have received all profit from the disposal of the land. During the proceedings both these authorities objected to the prosecutor's claims, arguing that the Rakhiv DSA had acted within its powers and that the land had been sold lawfully.

7. On 18 December 2013 the Rakhiv Local Court of the Zakarpattia Region allowed the prosecutor's claims in full. It essentially endorsed the conclusions of the State Agricultural Inspectorate, finding that the Rakhiv DSA had acted *ultra vires* in selling the land to the applicant. The court further held that the land could be reclaimed from the applicant in accordance with Article 387 of the Civil Code, under which property which had left an owner's possession "without a proper legal basis" could be reclaimed even from a *bona fide* owner.

8. On 20 May 2014 the Zakarpattia Region Court of Appeal ("the Court of Appeal") quashed that judgment. It held that by objecting to the prosecutor's claim the Zakarpattia RSA had essentially approved the sale of land; therefore, under Article 241 of the Civil Code, a deed drawn up by a representative acting *ultra vires* but later approved by the person being represented, could be deemed valid.

9. That judgment was quashed by the Higher Specialised Civil and Criminal Court ("the HSCCC") and the case was remitted to the Court of Appeal for a fresh examination. The HSCCC held that the Court of Appeal had failed to duly consider the fact that land designated for recreational purposes could only be disposed of by the Cabinet of Ministers of Ukraine.

10. On 17 March 2015 the Court of Appeal upheld the conclusions of the judgment of the Local Court of 18 December 2013, but amended the reasoning to align with that of the HSCCC. It held that because the land in question had been designated for recreational purposes, it could only be disposed of by the Cabinet of Ministers of Ukraine and not by the Rakhiv DSA or the Zakarpattia RSA, but that that fact did not change the overall conclusion that it had been transferred to the applicant unlawfully.

11. On 7 October 2015 the HSCCC dismissed a cassation appeal brought by the applicant and upheld the above-mentioned judgment.

12. In his submissions to the domestic courts the applicant argued, *inter alia*, that the invalidation of the contract of sale would not benefit the State but would cause financial damage to it, as it would have to reimburse him the money paid for the land if the contract was declared invalid. However, the applicant did not at any point during the domestic proceedings expressly raise the issue of the application to his case of the rules on invalidity of contracts, whereby the parties to an invalid contract must be restored to the position they were in before the contract was signed, meaning that the applicant, from whom the land had been reclaimed, would have had to be reimbursed.

THE COURT'S ASSESSMENT

I. PRELIMINARY ISSUE

13. In their observations the Government informed the Court that the applicant, Mr Yurii Zvonar, had died on 30 December 2018. The Government stated that they had no information as to whether anybody wished to pursue the application in his stead and that therefore the application should be struck out of the list of cases.

14. Further to the Court's communication with the applicant's lawyer, the applicant's wife, Ms D.A. Zvonar, expressed her wish to pursue the proceedings before the Court in the applicant's stead. She also provided documents confirming that she was the applicant's heir. The Government submitted no further comments in that regard.

15. The Court notes that in various cases in which an applicant has died during the Convention proceedings, it has taken into account statements made by the applicant's heirs or close family members expressing the wish to pursue the proceedings before the Court. In view of the above and having regard to the circumstances of the present case, the Court accepts that Ms Zvonar has a legitimate interest in pursuing the application in her late husband's stead (see, for example, *Tagiyev and Huseynov v. Azerbaijan*, no. 13274/08, §§ 23-24, 5 December 2019, with further references). The Court sees no reason to strike the application out of the list of cases.

16. For reasons of convenience, the text of this judgment will continue to refer to Mr Yurii Zvonar as "the applicant".

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

17. The Government argued that the applicant had failed to exhaust domestic remedies as he had not lodged a claim for damages following the invalidation of his title. On the merits, they conceded that the invalidation of the applicant's title to the disputed land had constituted an interference with

his property rights, but contended that it had been lawful, having been based on the relevant provisions of domestic land law and Article 387 of the Civil Code. The interference had also pursued a public interest, namely the protection and correct disposal of land which was the property of the Ukrainian people. Under the proportionality head, they repeated their argument that the applicant should have lodged a claim for damages at the domestic level. The Government based their argument on two domestic legal provisions, arguing that the applicant could either have claimed damages as provided for by Article 1173 (on the obligation of public authorities to provide compensation for damage caused by their unlawful decisions, actions or omissions) or under Article 216 of the Civil Code (on the legal consequences of the invalidity of a deed). In support of the first argument, the Government referred to two examples from domestic case-law.

18. The applicant disagreed. He pointed out that he had obtained the land in question lawfully and that during the domestic proceedings the local authorities had essentially upheld the transfer of the land to him, so the contract of sale had to be considered to have been "approved" and therefore there had been no grounds to invalidate it. In any event, as a *bona fide* owner, he should not have been made to bear the consequences of mistakes made by the authorities. As regards the existence of a public interest, the applicant argued that the prosecutor had not explained what the State needed the land for or how its transfer to him had violated any rights or caused any damage to anybody. In contrast, the applicant had sustained losses on account of his land being reclaimed. He had leased the land with a preferential right to buy it. With this in mind, he had built a cable transportation system on it with the intention of acquiring ownership of the land to use it for commercial purposes. The invalidation of his title had deprived him of that possibility. In addition, he had not been reimbursed by the State. As to the exhaustion of domestic remedies, the applicant submitted that he had made use of the only remedy which could have restored his title and that any compensation proceedings he could have brought were of a completely different legal nature. The applicant pointed out that his goal was to keep the property and not to obtain an award of compensation, which was "usually meagre and formal".

19. At the outset, the Court observes that the existence of a remedy that might allow an applicant to obtain compensation but does not lead to the reinstatement of title should be taken into account not in the context of the exhaustion of domestic remedies, but for the purposes of assessing the proportionality of the interference and the calculation of pecuniary damage if a violation of Article 1 of Protocol No. 1 is found (see, for example, *Batkivska Turbota Foundation v. Ukraine*, no. 5876/15, § 47, 9 October 2018).

20. The Court will, therefore, address the Government's arguments as to non-exhaustion of domestic remedies in the framework of its proportionality assessment below.

21. The Court further notes that the application 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.

22. The Court considers that the invalidation of the applicant's title to the disputed land and the fact that it was reclaimed from him constituted an interference with his right to the peaceful enjoyment of possessions.

23. The general principles regarding interference with the peaceful enjoyment of possessions have been summarised in, for example, *Kryvenkyy v. Ukraine* (no. 43768/07, § 42, 16 February 2017). In particular, the Court must assess whether the interference was lawful and effected in the public interest, and whether it pursued a legitimate aim by means reasonably proportionate to the aim sought to be realised.

24. As to lawfulness, the Court notes that the applicant had acquired ownership of the land in question by purchasing it from the Rakhiv DSA, a local executive authority. His title was subsequently invalidated because that authority had not had the power to dispose of the land. The Court is mindful of the fact that, initially, the prosecutor's action was brought in the interests of the Zakarpattia RSA and the Yasinia village council, neither of which had in fact objected to the transfer of the land to the applicant during the domestic proceedings (see paragraph 6 above). The domestic courts eventually found that it was the Cabinet of Ministers that was empowered to dispose of that type of land and not either of the local authorities in question. In any event, it appears that the key issue in the present case was the distribution of powers between the different levels of executive authorities. Having found that the Rakhiv DSA had acted *ultra vires*, the domestic courts, relying on Article 387 of the Civil Code (the owner's right to reclaim property it had left an owner's possession "without a proper legal basis"), invalidated the applicant's title and reclaimed the land from him.

25. In this connection, the Court reiterates that it is primarily for the national authorities, notably the courts, to interpret and apply domestic law. While it is not bound by the findings of domestic courts and remains free to make its own appreciation in the light of all the material before it, in normal circumstances it requires cogent elements to lead it to depart from the findings of fact reached by the domestic courts. In the present case the Court finds no elements to question the conclusion reached by the domestic courts in this regard (see *Ibrahimbeyov and Others v. Azerbaijan*, no. 32380/13, §§ 47-48, 16 February 2023). It follows that the interference with the applicant's property rights was a lawful consequence of the application of the relevant domestic provisions.

26. The Court further notes that the arguments advanced by the Government as to the aim pursued by depriving the applicant of the disputed land were rather general. It is nevertheless inclined to accept that that deprivation of possessions was aimed at securing respect for the rule of law and was thus in the public interest.

27. As to proportionality, the Court must determine whether a fair balance has been struck between the demands of the general interest and the interests of the individual concerned.

28. Compensation terms under the relevant legislation are material to the assessment of whether or not the contested measure respects the requisite fair balance and, in particular, whether it imposes a disproportionate burden on the individuals concerned. In this connection, the taking of property without payment of an amount proportionate to its value will normally constitute a disproportionate interference, while a total lack of compensation can be considered justifiable under Article 1 of Protocol No. 1 only in exceptional circumstances (see *Jahn and Others v. Germany* [GC], nos. 46720/99, 72203/01 and 72552/01, § 94, ECHR 2005-VI).

29. The Court notes that in the present case the applicant had bought the land in issue under a contract of sale entered into with a local authority, paying an amount to which the parties had freely agreed. That local authority thus acted in the circumstances as any other private party under a civil contract would have done, and its actions in that regard were therefore governed by the provisions of civil law, including in what concerns the consequences of invalidation of a contract of sale and the possibility to obtain compensation.

30. In that connection the Court observes, based, *inter alia*, on the Government's observations, that as far as compensation is concerned, several provisions of the Ukrainian Civil Code could be relevant.

31. As regards the compensatory mechanism established by Article 1173 of the Civil Code (compensation for unlawful actions of State authorities), as referenced by the Government (see paragraph 17 above), the Court is not convinced that it was applicable in the present case, nor it is clear what kind of compensation could have been awarded in that regard. In any event, the Court notes that it has already dismissed an objection raised by the Government on the basis of Article 1173 in *Drozdyk and Mikula v. Ukraine*, (nos. 27849/15 and 33358/15, §§ 26-33, 24 October 2024). It sees no reason to depart from that conclusion in the present case.

32. As regards the Government's reference to Article 216 of the Civil Code, the Court notes that that provision sets out the legal consequences of the invalidity of a deed. In particular, an invalid deed does not create legal consequences, except those associated with its invalidity. In the event that a deed is found to be invalid, each party is obliged to return in kind to the other party everything that it has received for the execution of that deed, or, if this is impossible, to compensate the other party for what has been received, at its value at the time of the reimbursement. Furthermore, the Court notes that, in what concerns sale contracts in particular, Article 661 of the Civil Code provides that if goods that have been sold are seized from the buyer in favour of a third party upon a court decision on grounds that arose before the sale of the goods, the buyer is entitled to receive compensation for damage from the

seller, provided that the buyer did not know or could not have known about the existence of those grounds.

33. In that connection the Court notes that in the domestic proceedings the applicant argued that the State would have to reimburse him the money he had paid for the land. However, it appears that he advanced that argument in the context of the negative (financial) consequences that the State would suffer if his title were to be invalidated (see paragraph 12 above). Nevertheless, such reference suggests that the applicant was aware of the possibility of reimbursement, but he did not bring a claim in that regard in the domestic courts either in the proceedings brought against him or in a separate set of proceedings. No explanation for that failure was provided by the applicant in his observations.

34. In that connection, the Court observes that although the Government have not provided any examples of domestic case-law in support of the effectiveness of the remedial mechanism set out in Article 216 of the Civil Code, the Court has already examined cases in which that Article has been applied to the benefit of the person concerned (see *Tverdokhlebova v. Ukraine*, no. 15830/16, §§ 11 and 40, 16 January 2025, and, on the facts, *Guminskyy v. Ukraine* [Committee], no. 7210/15, § 8, 11 September 2025). Moreover, the applicant himself has not advanced any arguments to dispute the effectiveness of that mechanism. The Court notes in that connection that although some form of an "automatic" consideration of compensation matters already in the framework of the title invalidation proceedings of the kind as in the present case might have been desirable, overall, the Court has no cause to doubt the effectiveness and accessibility of the mechanism in question.

35. In the light of the above, the Court finds that it was open to the applicant to seek compensation in respect of the reclaimed land and that he has not put forward any argument showing that such compensation, if it had been duly sought, would not have been adequate (see *Ibrahimbeyov and Others*, cited above, §§ 56 and 60).

36. In these circumstances, seeing that the invalidation of the applicant's title to the disputed land was necessary for the restoration of legality and that the possibility of seeking compensation for the value of the land was open to the applicant at the relevant time, the Court considers that the interference with his rights under Article 1 of Protocol No. 1 did not breach the requirement under that provision that a fair balance must be struck between the individual's Convention rights and the public interest.

37. It follows that there has been no violation of Article 1 of Protocol No. 1.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Declares* that Ms D.A. Zvonar has standing to pursue the proceedings before the Court in the late applicant's stead;

2. *Declares* the application admissible;

3. *Holds* that there has been no violation of Article 1 of Protocol No. 1 to the Convention.

Done in English, and notified in writing on 20 November 2025, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Martina Keller Deputy Registrar	Kateřina Šimáčková President