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

SECOND SECTION

DECISION

Application no. 11398/18
Artūras GALAKVOŠČIUS
against Lithuania

The European Court of Human Rights (Second Section), sitting on 7 July 2020 as a Chamber composed of:

Jon Fridrik Kjølbro, *President,*
Marko Bošnjak,
Egidijus Kūris,
Arnfinn Bårdsen,
Darian Pavli,
Saadet Yüksel,
Peeter Roosma, *judges,*
and Stanley Naismith, *Section Registrar,*

Having regard to the above application lodged on 27 February 2018,

Having regard to the observations submitted by the respondent Government and the observations in reply submitted by the applicant,

Having deliberated, decides as follows:

THE FACTS

1. The applicant was born in 1974 and lives in Alytus. He was represented by Mr R. Mikulskas, a lawyer practising in Vilnius.

2. The Government were represented by their Agent, Ms K. Bubnytė-Širmenė.

A. The circumstances of the case

1. The applicant's participation in the municipal elections of 2015

3. The applicant stood as a candidate in the municipal elections of 1 March 2015. He was the number one candidate on the list of the political

party "Order and Justice" in the Alytus City Municipality, and he was also that party's candidate for the mayor of Alytus.

4. In accordance with domestic law, a political party wishing to register candidates in municipal elections was required to pay a deposit amounting to one average monthly salary (see paragraph 33 below). The party "Order and Justice" paid approximately 682 euros (EUR) to register its list in the elections to the Alytus City Municipal Council.

5. The law at the material time also provided that if a party's list included candidates whose jobs were incompatible with the office of a member of a municipal council (*pareigos, nesuderinamos su savivaldybės tarybos nario pareigomis* – see paragraph 35 below), an additional deposit, amounting to two average monthly salaries, had to be paid for each such candidate (see paragraph 34 below).

6. The applicant was the director of the Alytus City Shelter, a public institution established by a decision of the Alytus City Municipality. His job was considered incompatible with the office of a member of a municipal council (see paragraph 35 below) and therefore he paid an additional deposit of approximately EUR 1,365 in order to participate in the elections. He also paid the same deposit for two other candidates on his party's list.

7. The party "Order and Justice" obtained 2.93 per cent of the votes and failed to win any seats in the Alytus City Municipal Council (see paragraph 38 below). The applicant obtained 1.43 per cent of the votes and was not elected mayor (see paragraph 39 below).

8. The Central Electoral Commission (hereinafter "the CEC") adopted a decision not to refund to the applicant and to his party the deposits which they had paid for the participation in the elections in the Alytus City Municipality (see paragraphs 4 and 6 above), on the grounds that the party list had obtained less than three per cent of the votes cast in that municipality (see paragraph 36 below; hereinafter "the CEC decision").

9. The applicant lodged a complaint with the Office of the Equal Opportunities Ombudsperson, alleging that the CEC decision had been discriminatory. He argued that he had been treated differently from candidates whose jobs had not been considered incompatible with serving in a municipal council – not only had an additional deposit been required in order to include him in the list of candidates, but also that deposit had not been refunded on the sole grounds that the party list had obtained less than three per cent of the votes. He submitted that the right to stand in elections was unfairly restricted for candidates holding certain jobs.

10. The Office of the Equal Opportunities Ombudsperson dismissed the applicant's complaint. It stated that he had decided to stand as a candidate in the municipal elections and to pay the relevant deposit of his own free will. The Law on the Municipal Council Elections was applicable equally to all candidates whose jobs were incompatible with serving in a municipal council and the CEC had acted in accordance with that Law.

2. Court proceedings instituted by the applicant

(a) The applicant's complaint against the CEC decision

11. In August 2015 the applicant lodged a complaint with an administrative court against the CEC decision (see paragraph 8 above). He submitted that the purpose of the additional deposit, required from candidates whose jobs were incompatible with the office of a member of a municipal council, was to ensure that those candidates, if elected, would leave their jobs and serve in a municipal council, representing the voters who had voted for them; its purpose was not to ensure that the party list obtained three per cent of the votes. He argued that since he had not been elected, no obligation had arisen for him to leave his job, and he should not have been punished simply for having that job. While the payment of the deposit was aimed at discouraging frivolous candidates, he submitted that such candidates were those who renounced their mandates after being elected, and this did not apply to him.

12. The applicant also argued that the CEC decision had discriminated against certain candidates on the grounds of their occupation – candidates such as he had sustained additional financial expenses where their party lists had not obtained three per cent of the votes, compared to those candidates whose jobs had not been considered incompatible with serving in a municipal council. As a result, participating in the elections had been made more difficult for candidates holding certain jobs. Furthermore, the requirement to pay an additional deposit for such candidates also constituted an additional sanction against his party, which had already paid a deposit to register a list of candidates and to which that deposit had not been refunded either (see paragraphs 4 and 8 above).

13. He asked the court to refer the case to the Constitutional Court in order to examine whether the relevant parts of Article 39 of the Law on Municipal Council Elections were in compliance with the Constitution.

(b) The Vilnius Regional Administrative Court's decision of 17 November 2015

14. On 17 November 2015 the Vilnius Regional Administrative Court dismissed the applicant's complaint.

15. It observed that the Constitutional Court had examined certain provisions of the Law on Municipal Council Elections and had found the requirement to pay an electoral deposit to be constitutional (see paragraph 40 below). The Vilnius Regional Administrative Court emphasised that the purpose of such deposits was to ensure the seriousness of the candidates' intentions. The requirement that candidates whose jobs were incompatible with the office of a member of a municipal council pay an additional deposit also sought to prevent them from misleading the voters about their determination to serve in a municipal council.

16. The court dismissed the applicant's arguments concerning discrimination. It considered that candidates holding jobs which were incompatible with serving in a municipal council were in a different situation from candidates who did not hold such jobs, because the former had an additional obligation to decide whether to take up the office at the municipal council. The court observed that there had been a number of instances of candidates, after being elected, refusing to leave their jobs to serve in a municipal council, thereby misleading the electorate and impeding its proper exercise of the right to vote. Therefore, the requirement that such candidates pay an additional deposit was justified.

17. It also stated that the legislature had a margin of discretion to regulate elections (see paragraph 40 below). In the court's view, that discretion extended to determining the amounts of electoral deposits and laying down the conditions for their refund.

18. The court concluded that the CEC decision had complied with the Law on Municipal Council Elections and that there were no grounds to doubt the constitutionality of that law. Accordingly, the mere fact that the applicant had faced some negative consequences because of his unsuccessful participation in the elections did not mean that his rights had been violated.

(c) The Supreme Administrative Court's decision of 12 January 2017

19. The applicant lodged an appeal against the decision of the Vilnius Regional Administrative Court, putting forward essentially the same arguments as in his initial complaint (see paragraphs 11-13 above). He also submitted that the court had failed to examine whether the restriction of his right to stand in elections had been proportionate and whether it had pursued a legitimate aim.

20. On 12 January 2017 the Supreme Administrative Court quashed the lower court's decision and remitted the case for fresh examination. It observed that the applicant had complained about the CEC decision refusing to refund him the deposit which he had paid for himself and two other candidates (see paragraphs 6 and 8 above). The Supreme Administrative Court considered that the lower court had ruled on the rights and obligations of those two individuals as well, even though they had not been included in the proceedings and had not been given an opportunity to present their position.

(d) The Vilnius Regional Administrative Court's decision of 20 April 2017

21. On 20 April 2017 the Vilnius Regional Administrative Court, after including the two candidates for whom the applicant had paid the deposit as third parties (see paragraphs 6 and 20 above) and carrying out a fresh examination of the case, dismissed the complaint.

22. The court firstly observed that the applicant was not questioning the lawfulness of the requirement to pay an additional deposit *per se*. After deciding to stand in the municipal council elections, he had paid the deposit of his own free will and had not raised any complaints at that time. The court stated that it had no reason to doubt that the requirement that candidates holding jobs which were incompatible with serving in a municipal council pay an additional deposit was justified.

23. It also dismissed the applicant's complaint concerning discrimination. It held, in line with its previous decision (see paragraph 16 above), that candidates such as the applicant were in a different situation from those whose jobs were compatible with the office of a member of a municipal council, and that the additional deposit was necessary to prevent them from misleading voters.

24. The court also reiterated that the legislature had a margin of discretion in regulating elections, including the conditions for the refund of electoral deposits (see paragraphs 17 above and 40 below). It concluded that there were no grounds for doubting the constitutionality of the relevant provisions of the Law on Municipal Council Elections.

(e) The Supreme Administrative Court's decision of 31 October 2017

25. The applicant lodged an appeal against the decision of the Vilnius Regional Administrative Court, putting forward essentially the same arguments as before (see paragraphs 11-13 and 19 above).

26. On 31 October 2017 the Supreme Administrative Court dismissed his appeal and upheld the lower court's decision.

27. It stated that the requirement that candidates who were in different situations pay different electoral deposits could not be considered as amounting to discrimination. It noted that the applicant had only presented abstract arguments that such a distinction was discriminatory but had not in any way demonstrated why he should be considered as being in substantially the same situation as those candidates whose jobs were compatible with serving in a municipal council.

28. The court further stated that elections were an important part of the political process and it was therefore justified to require candidates to demonstrate a certain level of popular support or to guarantee the seriousness of their intentions by means of a reasonable financial undertaking. It considered that the measure chosen by the legislature – that is to say, setting the minimum number of votes which the candidates had to obtain in order to have their deposits refunded – had not been manifestly disproportionate to the aim pursued, and there were no grounds for questioning its compliance with the Constitution.

29. Lastly, the court reiterated that the applicant had decided to participate in the municipal elections and to pay the deposit of his own free will. He had thereby accepted the risk that, in the event of the failure to

obtain at least three per cent of votes, he would lose the deposit. The fact that he had suffered negative consequences as a result of the elections did not mean that his rights had been violated or that the relevant legal provisions were contrary to the Constitution or the Convention.

B. Relevant domestic law and practice

1. Constitution

30. Article 23 of the Constitution states that property is inviolable and that the rights of ownership must be protected by law. Property may be taken only for the needs of society, in accordance with a procedure established by law, and it must be justly compensated for.

31. Article 119 § 1 states that the right to self-government is guaranteed to the administrative territorial units of the State, which are provided for by law. This right is implemented through the respective municipal councils. Article 119 § 3 provides that the procedure for the organisation and activities of self-government institutions must be established by law.

32. In accordance with Article 119 § 2, members of municipal councils are elected for a four-year term, as provided for by law, from among the citizens of the Republic of Lithuania and other permanent residents of the respective administrative units by the citizens of the Republic of Lithuania and other permanent residents of these administrative units on the basis of universal, equal and direct suffrage by secret ballot.

2. Law on Municipal Council Elections

33. Article 39 § 1 of the Law on Municipal Council Elections provides that the electoral deposit required in order to register a candidate or a party list in municipal council elections amounts to one average monthly salary, calculated in accordance with the most recent official data.

34. At the material time, Article 39 § 3 provided that if a party list included candidates whose jobs were considered incompatible with the office of a member of a municipal council, an additional deposit amounting to two average monthly salaries had to be paid for each such candidate. The deposit became refundable, in accordance with the conditions provided in Article 39 § 5 (see paragraph 36 below), if the candidate had not been elected or, after being elected, left his or her job.

35. Article 91 § 1 lists the types of jobs which are considered incompatible with the office of a member of a municipal council. The list includes the position of the head of a public institution which is wholly or partly owned by the municipality. Article 91 § 2 provides that if a candidate who holds such a job is elected to a municipal council, he or she must either leave that job or renounce the mandate of a member of a municipal council.

36. At the material time, Article 39 § 5 provided that after the election campaign was over, the CEC refunded the electoral deposits to the parties or

candidates who had paid them, subject to the conditions that: (1) they had provided the relevant campaign financing documents; (2) they had not violated laws related to vote buying and campaign financing; and (3) the candidate or the party list had obtained at least three per cent of votes.

37. An amendment of the Law on Municipal Council Elections entered into force on 20 September 2018, replacing the previous versions of Article 39 §§ 3 and 5 (see paragraphs 34 and 36 above). Following that amendment, Article 39 § 3 provides that if a party list includes candidates whose jobs are incompatible with the office of a member of a municipal council, an additional deposit of ten times the average monthly salary must be paid for each such candidate. The deposit is refunded if the candidate has not been elected or, after being elected, left his or her job.

38. Article 83 § 2 provides that in order to obtain seats in a municipal council, a party list must obtain four per cent of votes, and a joint party list six per cent of votes.

39. Article 84 § 2 provides that in order to be elected mayor in the first round of the election, a candidate has to obtain a simple majority of votes if the turnout is at least forty per cent, and a simple majority – but no less than one fifth of the votes – of all the voters registered in the municipality if the turnout is below forty per cent. If no candidate meets these requirements, a second round must be held involving the two candidates who obtained the most votes in the first round.

3. Case-law of the Constitutional Court

40. In its ruling of 29 March 2012, the Constitutional Court examined certain provisions relating to the payment of deposits in presidential, parliamentary and municipal council elections, as well as elections to the European Parliament. It concluded that the requirement to pay such deposits was compatible with the Constitution. However, in that case the Constitutional Court did not examine the provisions of the Law on Municipal Council Elections relating to the different deposits for candidates holding certain jobs or the conditions for refunding those deposits.

The sections of the ruling relevant to the present case read as follows:

> "[F]rom the very first versions of the Law on Presidential Elections, the Law on Elections to the Seimas and the Law on Municipal Council Elections, as well as ... the Law on Elections to the European Parliament, the legislature chose an electoral deposit as one of the means of regulating ... elections.
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> Thus, from the historical legal perspective, [the requirement to pay] an electoral deposit must be regarded as a tradition of regulating elections ... in the Republic of Lithuania.
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> ...
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> Furthermore, in comparative constitutional law the institute of the electoral deposit is known as one of the procedural means of ensuring the seriousness of the candidates' intentions.

It transpires from the material of the present case, *inter alia*, the review ... carried out by the Parliamentary Research Department of the Registry of the Seimas on 20 December 2011, that the payment of a deposit [in order to stand] in elections to national parliaments and the European Parliament is also required in certain other EU Member States (for example, Bulgaria, the Czech Republic, Estonia, Greece, Latvia, the Netherlands and the United Kingdom). The conditions for refunding the deposit differ in these States; in some of them these conditions are related to a certain number of votes received ... or gaining the right by a list of candidates to participate in the allocation of mandates (in Bulgaria, Estonia, Latvia, the Netherlands and the United Kingdom, among others).

It must also be mentioned that certain issues relating to electoral deposits have been examined by the European Court of Human Rights. [The Court held] that the requirement for candidates to pay a deposit pursued the legitimate aim of guaranteeing the right to effective, streamlined representation by enhancing the responsibility of those standing for election and confining elections to serious candidates, whilst avoiding the unreasonable outlay of public funds. The policy behind that measure required the State to strike a delicate balance between conflicting interests: on the one hand, deterring frivolous candidates whatever their social standing, and, on the other, allowing the registration of serious candidates, including those who happen to be economically disadvantaged (see *Sukhovetskyy v. Ukraine*, no. 13716/02, 28 March 2006).

...

Thus, when regulating ... the election procedures ... the legislature is authorised by the Constitution to establish, *inter alia*, such procedures of implementation of the passive electoral right, enshrined in the Constitution, which ... seek to ensure that the electoral process [is held responsibly] ... and [to ensure] the seriousness of the candidates' intentions ...

Consequently, ... the legislature may, in principle, choose an electoral deposit as a means of regulating ... elections, and enjoys discretion within the limits of the norms and principles of the Constitution to, *inter alia*, establish that the amount of the electoral deposit is different in the elections to the Seimas, European Parliament and municipal councils, or that [its amount] depends on whether the subjects who nominate candidates followed (or failed to follow) certain requirements of political campaign financing ...

...

Thus, the [relevant legal provisions, under which, when submitting their applications to stand in elections, candidates must have paid a deposit], must be regarded as ... having a basis in the Constitution ... and creating preconditions to ensure that the elections to the Seimas, European Parliament and municipal councils are a responsible political process and that the persons seeking to participate in this process as candidates ... have serious intentions.

Consequently, there are no grounds for finding that the [impugned legal provisions] concerning the payment of an electoral deposit ... are a deficient or disproportionate measure chosen by the legislator for regulating ... elections to the Seimas, European Parliament or municipal councils.

It must be concluded that [the impugned legal provisions], in so far as they require [candidates] to submit proof of the payment of the electoral deposit, do not violate the constitutional imperatives of a democratic state and democratic elections ... or the constitutional principles of equality before the law, the inviolability of property and

protection of the rights of ownership, or the constitutional principle of a State under the rule of law."

C. Relevant international material

41. The relevant sections of the Code of Good Practice in Electoral matters, adopted by the European Commission for Democracy through Law (the Venice Commission) at its 51st and 52nd sessions (5-6 July and 18-19 October 2002), read as follows:

Guidelines on Elections

"...

1.3. Submission of candidatures

...

vi. If a deposit is required, it must be refundable should the candidate or party exceed a certain score; the sum and the score requested should not be excessive ..."

Explanatory Report

"...

9. There is [a] procedure where candidates or parties must pay a deposit, which is only refunded if the candidate or party concerned goes on to win more than a certain percentage of the vote ... [T]he amount of the deposit and the number of votes needed for it to be reimbursed should not be excessive ..."

COMPLAINT

42. The applicant complained under Article 1 of Protocol No. 1 to the Convention about the authorities' refusal to refund him the deposit which he had paid in order to stand as a candidate in municipal elections, on the grounds that his party had obtained less than three per cent of the votes.

THE LAW

43. The applicant complained that the refusal to refund him the deposit which he had paid in order to stand in municipal elections had violated 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. The parties' submissions

1. The applicant

44. The applicant submitted that in order to stand in the municipal council elections of 2015, he had paid a deposit of approximately EUR 1,365 for himself, as well as for two other candidates, thereby incurring expenses to a total of approximately EUR 4,094 (see paragraph 6 above). He contended that the purpose of the additional deposit required from candidates whose jobs were incompatible with the office of a member of a municipal council was to ensure that such candidates did not mislead the voters about the seriousness of their intentions and, if elected, would leave their jobs and serve in the municipal council. However, since he had not been elected, an obligation for him to leave his job had not arisen. Thus, depriving him of his property for the sole reason that his party had not obtained three per cent of the votes had not been justified. He also pointed out that candidates who did not hold jobs considered incompatible with the office of a member of a municipal council had not sustained an additional financial burden, regardless of the number of votes which they had obtained.

45. The applicant further submitted that the impugned legal regulation had been changed and that the Law on Municipal Council Elections now provided that an electoral deposit was refundable, irrespective of whether the candidate or the party had obtained three per cent of the votes (see paragraph 37 above). In his view, by amending the law the State had indirectly admitted that the previous legal regulation had been flawed, and therefore the arguments submitted by the Government in defence of that regulation were irrelevant.

2. The Government

46. The Government firstly submitted that the applicant's complaint concerned elections to a municipal council and thus the examination of the case would require the Court to assess whether the domestic law related to those elections was compatible with the Convention. Therefore, despite the fact that the applicant had invoked Article 1 of Protocol No. 1 to the Convention, the Court would essentially have to deal with his right to stand in municipal elections; however, the latter did not fall within the scope of the Convention (see *Mółka v. Poland* (dec.), no. 56550/00, 11 April 2006). Accordingly, the Government argued that the application should be rejected as incompatible *ratione materiae* with the provisions of the Convention or the Protocols thereto, within the meaning of Article 35 § 3.

47. The Government further submitted that any interference with the applicant's right to peaceful enjoyment of his possessions had complied with the requirements of Article 1 of Protocol No. 1 to the Convention.

48. They submitted that the interference had been provided by law – the requirement to pay an additional deposit for candidates whose jobs were incompatible with the office of a member of a municipal council and the conditions under which those deposits were refundable had been provided in the Law on Municipal Council Elections valid at the material time (see paragraphs 34 and 36 above). Those legal provisions had been subjected to legal scrutiny before the domestic courts, which had found no reason to doubt their compliance with the Constitution and the Convention (see paragraphs 14-29 above).

49. Furthermore, the Government submitted that the impugned measure pursued the legitimate aim of ensuring the right to effective representation by increasing the responsibility of those standing in municipal elections and by confining elections to serious candidates. They pointed out that electoral deposits were not unique to Lithuania – the electoral laws of a number of Contracting States provided for such a measure in order to discourage frivolous candidates (see "Relevant comparative international practice" in *Sukhovetskyy v. Ukraine*, no. 13716/02, §§ 27-37, 28 March 2006). Moreover, the Venice Commission had considered this to be a legitimate aim and acknowledged that the deposit requirement was, in principle, an acceptable means of achieving it (see paragraph 41 above).

50. In this connection, the Government submitted that political parties often sought to attract votes in municipal elections by including in their lists prominent public personalities or individuals who were well known in the community (such as the applicant), even though such individuals had no intention to actually serve in the municipal council. As a result, voters who had voted for such party lists in multi-member constituencies had been misled. In addition, during municipal elections the State bore the costs of printing electoral posters and organising television and radio debates between candidates, aiming to ensure a level playing field. Therefore, the impugned measure sought to discourage frivolous candidates, preclude frivolous movements from collecting votes behind the names of prominent public figures, and avoid unreasonable outlay of public funds.

51. The Government also contended that the interference had been proportionate and that the applicant had not had to bear an individual and excessive burden. They argued that the deposit amounting to two average monthly salaries could not be considered excessive or constituting an insurmountable financial barrier for standing in municipal elections. Indeed, the applicant had paid that deposit and he had not been precluded from participating in the elections. The Government submitted that he ought to have known that, in the event of the failure to obtain three per cent of votes, the deposit would not be refunded.

52. They further argued that the requirement to obtain three per cent of votes in order to have the deposit refunded had been reasonable and proportionate. They pointed out that even a higher requirement to obtain

five per cent of votes in order to have an electoral deposit refunded had been found by the European Commission of Human Rights not to be unreasonable or disproportionate, bearing in mind the State's margin of appreciation in electoral matters (see *Tête v. France*, no. 11123/84, Commission decision of 9 December 1987, Decisions and Reports (DR) 54, p. 52).

53. Lastly, the Government submitted that the amendments to the Law on Municipal Elections adopted in 2018 (see paragraph 37 above) had significantly increased the amount of the deposit required from candidates whose jobs were incompatible with the office of a member of a municipal council – that deposit was now ten times the average monthly salary. The increase in the deposit reflected the legislative decision to make it refundable irrespective of the number of votes obtained by the candidate. The Government disputed the applicant's contention that those legal amendments amounted to an admission that the previous legal regulation had been flawed (see paragraph 45 above).

B. The Court's assessment

54. The Court must first of all ascertain whether the complaint raised by the applicant is compatible *ratione materiae* with the provisions of the Convention or the Protocols thereto. Since this is a matter which goes to the Court's jurisdiction, it is not prevented from examining it of its own motion, irrespective of whether or not an objection to that effect has been raised by the parties (see *Tănase v. Moldova* [GC], no. 7/08, § 131, ECHR 2010, and *Buzadji v. the Republic of Moldova* [GC], no. 23755/07, § 70, 5 July 2016).

55. In the present case, the applicant complained that by refusing to refund him the electoral deposit the authorities had deprived him of his property. In this connection, the Court reiterates that the right to participate in municipal elections does not, as such, fall within the scope of the Convention (see *Mółka*, cited above, and the cases cited therein).

56. It also reiterates that an applicant may allege a violation of Article 1 of Protocol No. 1 to the Convention only in so far as the impugned decisions relate to his or her "possessions" within the meaning of that provision. "Possessions" can be "existing possessions" or claims that are sufficiently established to be regarded as "assets". The Court has also referred to claims in respect of which an applicant can argue that he or she has at least a "legitimate expectation" that they will be realised, that is, that he or she will obtain effective enjoyment of a property right. However, a legitimate expectation has no independent existence; it must be attached to a proprietary interest for which there is a sufficient legal basis in national law (see *Radomilja and Others v. Croatia* [GC], nos. 37685/10 and 22768/12, §§ 142-43, 20 March 2018, and the cases cited therein).

57. Turning to the circumstances of the present case, the Court observes that at the time when the applicant became a candidate in the municipal council elections of 2015, the domestic law provided that the deposit paid in order to stand in the elections would only be refunded if, *inter alia*, the party list obtained at least three per cent of votes (see paragraph 36 above). The applicant did not allege at any stage of the proceedings that that requirement had not been accessible or foreseeable to him when he, of his own free will, paid the deposit (see paragraphs 22 and 29 above; compare and contrast *Russian Conservative Party of Entrepreneurs and Others v. Russia*, nos. 55066/00 and 55638/00, § 96, 11 January 2007).

58. What the applicant argued was that it had not been justified to link the refund of the deposit to the percentage of votes obtained by the party. He raised this issue before the domestic courts and asked them to refer the matter to the Constitutional Court (see paragraphs 11-13 and 19 above). However, the courts held that, in view of the importance of elections, it was justified to require candidates to demonstrate a certain level of popular support or to guarantee the seriousness of their intentions by means of a reasonable financial undertaking; they also found that the measure chosen by the legislature had not been manifestly disproportionate to the aim pursued (see paragraph 28 above; see also the Government's submissions with regard to the aims pursued by the disputed measure and its proportionality in paragraphs 49-52 above, as well as the position of the Venice Commission in paragraph 41 above). Furthermore, the domestic courts, relying on, *inter alia*, the case-law of the Constitutional Court, considered that there were no grounds for questioning the compliance with the Constitution of the legal provisions challenged by the applicant (see paragraphs 24, 28 and 40 above).

59. In this connection, the Court reiterates that no legitimate expectation that a claim will be realised can be said to arise where there is a dispute as to the correct interpretation and application of domestic law and the applicant's submissions are subsequently rejected by the national courts (see *Kopecký v. Slovakia* [GC], no. 44912/98, § 50, ECHR 2004-IX).

60. The Court is aware that the relevant provisions of the Law on Municipal Council Elections have been amended and that the legal regulation complained of by the applicant no longer exists (see paragraph 37 above). It does not wish to speculate about the reasons which led the Lithuanian legislature to amend the law in question; however, it does not share the applicant's view that the subsequent legislative amendments demonstrated, in and of themselves, that the previous legal regulation had been flawed (see paragraph 45 above and, *mutatis mutandis*, *Kosaitė-Čypienė and Others v. Lithuania*, no. 69489/12, § 110, 4 June 2019).

61. Accordingly, in the light of all the foregoing circumstances, the Court is unable to find that, in accordance with the domestic law in force at

the material time, the applicant had a legitimate expectation that the deposit would be refunded to him after his party had failed to obtain three per cent of the votes. Therefore, his complaint does not concern his "possessions" within the meaning of Article 1 of Protocol No. 1 to the Convention and that provision is inapplicable.

62. In such circumstances, the Court considers that it is not necessary to address the remaining arguments raised by the parties.

63. It follows that the applicants' complaint under Article 1 of Protocol No. 1 is incompatible *ratione materiae* with the provisions of the Convention or the Protocols thereto, and must be declared inadmissible, in accordance with Article 35 §§ 3 (a) and 4 of the Convention.

For these reasons, the Court, by a majority,

Declares the application inadmissible.

Done in English and notified in writing on 3 September 2020.

Stanley Naismith
Registrar

Jon Fridrik Kjølbro
President