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

THIRD SECTION

DECISION

Application no. 42227/14
Moshe KISHON
against Azerbaijan

The European Court of Human Rights (Third Section), sitting on 12 May 2026 as a Committee composed of:

Canòlic Mingorance Cairat*, President*,
Lətif Hüseynov,
Vasilka Sancin*, judges*,
and Olga Chernishova, *Deputy Section Registrar,*

Having regard to:

the application (no. 42227/14) against the Republic of Azerbaijan lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") on 29 May 2014 by an Israeli national, Mr Moshe Kishon (*Moşe Kişon* – "the applicant"), who was born in 1953, lives in Jerusalem and was represented by Mr M. Mustafayev, a lawyer based in Azerbaijan;

the decision to give notice to the Azerbaijani Government ("the Government"), represented by their Agent, Mr Ç. Əsgərov, of the complaints under Article 6 (right to a reasoned judgment) of the Convention and under Article 1 of Protocol No. 1 to the Convention and to declare the remainder of the application inadmissible;

the parties' observations;

Having deliberated, decides as follows:

SUBJECT MATTER OF THE CASE

1. The case mainly concerns the applicant's complaint about the allegedly unlawful demolition of his property.

2. By an order of 17 August 2005, the Baku City Executive Authority ("the BCEA") allocated a plot of land to the K. company in Baku for the construction of residential buildings and offices. According to the order, the demolition of residential and non-residential properties in the area and

payment of compensation to the owners and their relocation had to be funded by the K. company.

3. On 29 December 2008 the applicant bought half (three rooms) of a house (of 102.6 sq. m) in Baku for 31,300 Azerbaijani manats (AZN; approximately 27,900 euros (EUR) at the relevant time) from a non-governmental organisation, V., of which he had been a director until 1 June 2003. He registered his title to the property on 11 March 2009. The remaining half of the house was co-owned by M.A. and K.M.

4. The land allocated to the K. company by the BCEA included also the land underlying the house in question. The K. company purchased most of the properties in the area; however, the applicant refused to sell his property. On an unspecified date in 2009 the K. company began construction work near the applicant's property.

5. On an unspecified date in 2011 the applicant lodged a complaint against the K. company with the Binagadi District Court. He complained that the wall of his property had been damaged due to ongoing construction work carried out by the K. company near his property and alleged that the latter had unlawfully demolished the roof of his property. He subsequently amended that complaint, submitting that the company K. had demolished his property, asking that his property be restored to its original condition and seeking compensation in the amount of AZN 10,000 in respect of non-pecuniary damage.

6. On an unspecified date the K. company lodged a counterclaim, asking that the contract for the transfer of the property in question from the non-governmental organisation V. to the applicant be declared invalid, and that the applicant be deprived of his ownership rights.

7. It appears from the case file that on 17 February 2011 the Binagadi District Court informed the prosecuting authority about the alleged damage to and partial demolition of the property in question. Criminal proceedings were initiated under Article 186.1 of the Criminal Code (deliberate destruction or damaging of property). However, having found no criminal liability attributable to the company K., the prosecutor decided to terminate the criminal proceedings. The applicant did not contest that decision before the domestic courts.

8. On 3 December 2012 the Binagadi District Court dismissed the applicant's complaint in full. It referred to statements given in court by G.A. and N.A. (engineer at the Housing Maintenance Unit), who had been invited by the applicant's representative, submitting that the property in question had been uninhabitable and damaged for many years. They submitted that, as the roof of the property had collapsed, the applicant had carried out unauthorised renovation and construction works, and those additional constructions had subsequently been demolished by the employees of the Housing Maintenance Unit as per the instructions of the local executive authority. The court, relying on photographs of the property and several reports prepared by various State

authorities, found that the walls of the property had been missing stones and had had large cracks in them, the roof had collapsed, the floors had been rotten, and the property had been in a dilapidated condition. The court also relied on an expert opinion issued on 25 May 2011 by the State Agency for Safety Supervision in Construction under the Ministry of Emergency Situations, which stated that over the previous three years rainwater had consistently leaked into the property, causing the walls to erode, and that there was a distance of ten metres between the relevant building constructed by the K. company and the applicant's property. It concluded that there was nothing in the case file proving that the K. company had demolished the applicant's property. The court also dismissed the counterclaim (see paragraph 6 above), finding that the K. company had not had a right to lodge it.

9. The applicant appealed contesting the conclusions of the above-mentioned reports. He also argued that the photographs in the case file clearly showed that the K. company had first demolished the renovated roof of his property and had subsequently demolished his property after paying M.A. and K.M. compensation for their share of the house, thereby acting in breach of domestic law.

10. On 8 May 2013 the Baku Court of Appeal dismissed an appeal lodged by the applicant and upheld the first-instance court's judgment, endorsing its reasoning. The court noted, in addition, that while the plot of land allocated to the K. company by the BCEA's decision included the land on which the applicant's property was located (see paragraph 2 above), he had not contested that decision before the courts. It also noted that the applicant had not claimed pecuniary damage but had sought the restoration of his property to its original condition by the defendant, a request which could not be granted in the circumstances of the present case.

11. On 1 November 2013 the Supreme Court dismissed a cassation appeal by the applicant and upheld the appellate court's judgment.

12. On 28 March 2014 the applicant sold his property (or what remained of his property) to the K. company for AZN 66,500 (approximately EUR 61,540 at the relevant time).

13. The applicant complained under Article 1 of Protocol No. 1 to the Convention that the domestic courts had failed to afford him adequate redress for the unlawful demolition of his property by the K. company. He also complained under Article 6 of the Convention, alleging a breach of his right to a reasoned judgment.

THE COURT'S ASSESSMENT

14. The Court, being the master of the characterisation to be given in law to the facts of the case, will examine the complaints under Article 1 of Protocol No. 1 to the Convention only (see, for a similar approach, *Orujova v. Azerbaijan* [Committee] (dec.), no. 1776/09, § 49, 17 June 2021, and

Asadov v. Azerbaijan [Committee] (dec.), nos. 64762/09 and 54136/12, § 21, 8 September 2022).

15. It is undisputed that the property in question had been in the applicant's private ownership.

16. The Government submitted that no interference by the K. company with the applicant's possessions had been established by the domestic courts, which in their judgments had relied both on expert opinions affirming that the property had been uninhabitable and located several metres away from a building constructed by the K. company, and also on witness statements given in the course of court proceedings. The applicant disagreed, reiterating his arguments presented before the domestic courts (see paragraph 9 above).

17. The Court reiterates that while it is not bound by the findings of domestic courts and remains free to make its own assessment 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 (see *Alif Ahmadov and Others v. Azerbaijan*, no. 22619/14, § 38, 4 May 2023, with further references).

18. In the present case, the first-instance court informed the prosecuting authority about the alleged interference with the applicant's property rights, following which criminal proceedings were initiated. However, those proceedings were terminated by the prosecutor's decision, not contested by the applicant, on the ground that no criminal liability was attributable to the K. company (see paragraph 7 above).

19. The Court further notes that the domestic courts in civil proceedings, having examined the relevant circumstances and evidence before them, concluded that the applicant's property – which expert reports confirmed to have been in an unusable condition – had not been demolished by the K. company, the defendant in the domestic proceedings. Even though the applicant contested the conclusions of those reports (copies of which were not submitted to the Court), the witnesses invited by his representative, submitted at the court hearing that the property in question had been uninhabitable and damaged, and that the employees of the Housing Maintenance Unit had demolished some parts of the property in question as per the instructions of the local executive authority (see paragraph 8 above). In such circumstances, the Court finds no cogent elements which may lead it to question the conclusions reached by the domestic courts.

20. In the domestic proceedings, the applicant sought restoration of his property to its original condition by the K. company, which was dismissed by the courts (see paragraphs 5, 8, 10 and 11 above).

21. The Court observes that the applicant later signed a contract of sale with the K. company (see paragraph 12 above) and has never initiated any proceedings before the domestic courts against the BCEA, which had allocated to the K. company a plot of land that included the land on which his property was located (see paragraphs 2 and 10 above). Nor has he complained

about the actions of the local executive authority or the Housing Maintenance Unit (see paragraphs 8 and 19 above).

22. It follows that the application is manifestly ill-founded and must be rejected in accordance with Article 35 §§ 3 (a) and 4 of the Convention.

For these reasons, the Court, unanimously,

Declares the application inadmissible.

Done in English and notified in writing on 4 June 2026.

Olga Chernishova Deputy Registrar	Canòlic Mingorance Cairat President