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

FOURTH SECTION

DECISION

Application no. 15741/21
RAINDI 1 LTD
against Georgia

The European Court of Human Rights (Fourth Section), sitting on 13 January 2026 as a Committee composed of:

Anja Seibert-Fohr*, President*,
Ana Maria Guerra Martins,
András Jakab*, judges*,
and Giorgi Badashvili, *Acting Deputy Section Registrar,*

Having regard to:

the application (no. 15741/21) against Georgia lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") on 13 March 2021 by Raindi 1 Ltd ("the applicant company"), a company registered in Georgia, which was represented by Mr I. Baratashvili, a lawyer practising in Tbilisi;

the decision to give notice of the application to the Georgian Government ("the Government"), represented by their Agent, Mr B. Dzamashvili of the Ministry of Justice;

the parties' observations;

Having deliberated, decides as follows:

SUBJECT MATTER OF THE CASE

1. The case concerns the alleged non-enforcement of part of the Supreme Court's judgment of 15 June 2001, according to which a formerly wholly State-owned joint-stock company had failed to fulfil certain contractual obligations owed to the applicant company. The applicant company complained, under Articles 6 and 13 of the Convention and Article 1 of Protocol No. 1, about the delay in the enforcement of the judgment and the alleged lack of an effective remedy in that regard.

A. Background information

2. Ksani Glass Container Factory, subsequently renamed Mina (hereinafter "Mina"), was a joint-stock company owned by a State agency, the Ministry of Property Administration of Georgia. On 30 October 1997 the Ministry of Property Administration signed an agreement under which 76% of the company's shares were sold to a Turkish company, Sisecam. The applicant company submitted that the transfer of the shares had been finalised only on 26 March 1998.

3. On 18 March 1998 an agreement on the sale of movable assets was signed between the applicant company and Mina for the purchase of a production line consisting of two glass-manufacturing machines ("the 1998 agreement"). Under Article 7 of the 1998 agreement, Mina undertook to transfer to the applicant company the property rights to the two glass-manufacturing machines, including all rights to receive profits from the use of the production line. The applicant company, for its part, undertook to pay Mina 79,000 Georgian lari (equal to approximately 75,000 United States dollars at the material time). On an unidentified date in 1998 the applicant company was granted the property rights in respect of the production line; however, the machines themselves were not delivered to it.

4. On 30 June 2000 the applicant company lodged a civil claim, requesting from Mina the fulfilment of its contractual obligations. By a final judgment of 15 June 2001, the Supreme Court granted the applicant company's claim in its entirety. The Supreme Court ordered Mina to, among other obligations, deliver to the applicant company two glass-manufacturing machines at its own expense and free of any legal defects. Mina was given until 21 December 2001 to perform its contractual obligations.

B. Enforcement proceedings

5. On 3 July 2001 the Supreme Court of Georgia issued a writ of execution. On 5 July 2001 the National Bureau of Enforcement wrote to Mina proposing voluntary compliance with the Supreme Court's judgment, a proposal it reiterated on 22 March 2002.

6. On 18 April 2002 the applicant company received the production line consisting of two glass-manufacturing machines. On the same date, following an external visual inspection, the applicant company's director signed the acceptance protocol without entering any remarks or objections.

7. On 26 July 2002 the National Bureau of Enforcement wrote again to Mina, informing it that, according to the applicant company, the delivery of the production line had been incomplete and that Mina had failed to provide the relevant technical documentation, including the equipment passport and other essential documents required for the proper operation of the line. In reply, on 12 August 2002 Mina replied that it did not possess the required

technical documentation. On 29 December 2002, 16 November 2004 and 3 November 2006 the National Bureau of Enforcement approached Mina with the same request, albeit in vain. Each time, the latter maintained that it did not possess the required documents and that, in any event, it had already fulfilled its contractual obligations.

8. On 22 January 2007 the head of the National Bureau of Enforcement informed the applicant company that the enforcement proceedings had been concluded and the case transferred to the archives. The letter stated that the judgment in question had become "non-enforceable" and no longer fell within the competence of the enforcement authorities.

9. Between 2007 and 2020 the applicant company sent several letters to the National Bureau of Enforcement, requesting full enforcement of the Supreme Court's judgment of 15 June 2001. In 2010, 2017, 2018 and, lastly, on 14 September 2020, the responsible bailiff replied with identical letters, reiterating the steps previously taken in the enforcement process and stating that the enforcement proceedings were still ongoing.

C. Civil proceedings

10. On 24 March 2008 the applicant company brought civil proceedings against Mina, seeking 3,273,866 United States dollars (approximately 2,200,000 euros) in pecuniary damages for the latter's failure to provide the technical documentation necessary for the proper functioning of the production line. On 18 December 2009 the Mtskheta District Court dismissed the claim in its entirety. The decision was upheld on appeal by the Tbilisi Court of Appeal on 26 October 2010. On 1 February 2011 the Supreme Court of Georgia rejected an appeal on points of law lodged by the applicant company for failure to comply with the statutory time-limit.

THE COURT'S ASSESSMENT

11. The Government argued that the application was inadmissible *ratione personae* with the provisions of the Convention. In their view, at the relevant time Mina had no longer been a State-owned company and had neither institutionally nor operationally been controlled by the State. Accordingly, the State's responsibility could not have been engaged for the alleged non-enforcement of a final court decision by a private company. Alternatively, they submitted that the applicant company had failed to act with due diligence and to lodge its application with the Court within six months after it had become evident that the final court decision could not be objectively enforced. They also submitted that the applicant company had abused its right of individual application by omitting essential information in its application, such as the signing of the acceptance protocol of 18 April 2002 (see

paragraph 6 above) and the notification of 22 January 2007, informing it of the conclusion of the enforcement proceedings (see paragraph 8 above).

12. The applicant company contested the Government's objections on admissibility. It argued, among other things, that the Government had attached undue importance to the letter from the Enforcement Bureau dated 22 January 2007 and that the non-enforcement of the Supreme Court's final judgment had constituted a continuing situation in respect of which the six-month time-limit did not apply. The applicant company also disputed Mina's status as a private entity and argued that, at the time of the signing of the 1998 agreement, it had remained under the State's institutional and operational control.

13. The Court does not consider it necessary to determine the issue of the State's responsibility for Mina's alleged failure to fully enforce the final court decision because the application is in any event inadmissible on the following grounds.

14. The Court observes that the authorities' alleged failure to enforce the final judgment leads to a continuing situation, so that the six-month rule does not apply (see, among other authorities, *Dadiani and Machabeli v. Georgia*, no. 8252/08, § 38, 12 June 2012, with further references). However, in cases involving the execution of a final court decision, a continuing situation ends, in principle, on the date of the enforcement of the relevant decision or when an "objective impossibility" to enforce such decision is duly acknowledged (see, for example, *Tripcovici v. Romania* (dec.), no. 21489/03, 22 September 2009; *Kravchenko v. Russia*, no. 34615/02, § 34, 2 April 2009; and *Babich and Azhogin v. Russia* (dec.), no. 9457/09, §§ 48-49, 15 October 2013). A continuing situation may not postpone the application of the six-month rule indefinitely (see *Sokolov and Others v. Serbia* (dec.), no. 30859/10 et al., § 31, 14 January 2014, with further references). While there are obvious distinctions as regards different continuing situations, the Court recalls that the applicant must, in any event, introduce his or her complaint "without undue delay", once it becomes apparent that there is no realistic hope of a favourable outcome for or progress in the resolution of his or her complaints at the domestic level in the foreseeable future (see *Voronkov v. Russia*, no. 39678/03, § 38, 30 July 2015). For instance, in the specific context of complaints concerning non-enforcement of domestic judgments by socially-owned companies in Serbia, the Court found that the applicants' obligation to introduce their complaints before the Court with reasonable expedition was to be directly linked to the progress of the execution of the relevant judgments at the domestic level (see *Sokolov and Others*, cited above, § 32).

15. The Court observes that in 2007, after six years of pending enforcement proceedings, the National Bureau of Enforcement informed the applicant company of the termination of those proceedings (see paragraph 8 above). Although the conclusive nature of this letter is unclear, particularly

in the light of subsequent correspondence from the responsible bailiff, who continued to assert that the enforcement proceedings were still ongoing (see paragraph 9 above) the Court observes that in the post-2007 period no concrete steps were taken with a view to securing the full enforcement of the judgment in question. In its view, that letter, combined with the absence of any subsequent measures by the enforcement authority, should have made the applicant company aware that there was no realistic prospect of a favourable outcome or of any progress at the domestic level concerning the non-enforcement of the final Supreme Court judgment. The fact that, in March 2008, the applicant company brought civil proceedings against Mina seeking compensation for the pecuniary damage allegedly caused by its inability to operate the production line (see paragraph 10 above) further reinforces the conclusion that, by that time, it had clearly realised that the enforcement proceedings could no longer offer any meaningful advantage.

16. In these circumstances, the Court considers that it was from 22 January 2007 that the applicant company learned or ought to have learned that the full enforcement of the judgment in its favour had objectively become impossible (compare *Sokolov and Others*, cited above, §§ 33-34, and *Babich and Azhogin*, cited above, §§ 47-54). It should thus have acted diligently and introduced its application without undue delay, within six months from that date. Instead, and without providing any relevant explanation, the application was lodged on 13 March 2021, that is, more than 14 years later.

17. The Court therefore finds that the present application was lodged outside the six-month time-limit and must accordingly be rejected as out of time under Article 35 §§ 1 and 4 of the Convention.

For these reasons, the Court, unanimously,

Declares the application inadmissible.

Done in English and notified in writing on 5 February 2026.

Giorgi Badashvili Acting Deputy Registrar	Anja Seibert-Fohr President