



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

FIRST SECTION

CASE OF DREVAL AND OTHERS v. RUSSIA

(Application no. 40075/03)

JUDGMENT

STRASBOURG

2 May 2013

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

In the case of Dreval and Others v. Russia,

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

Elisabeth Steiner, *President*,

Mirjana Lazarova Trajkovska,

Ksenija Turković, *judges*,

and André Wampach, *Deputy Section Registrar*,

Having deliberated in private on 9 April 2013,

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

PROCEDURE

1. The case originated in an application (no. 40075/03) against the Russian Federation lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by three Russian nationals, Ms Irina Vladimirovna Dreval, Ms Iya Mikhailovna Dreval and Mr Victor Mikhailovich Kuritsyn (“the applicants”), on 26 November 2003.

2. The Russian Government (“the Government”) were represented by Mr Pavel Laptev, Representative of the Russian Federation at the European Court of Human Rights.

3. On 1 March 2006 the application was communicated to the Government. In accordance with Protocol No. 14, the application was allocated to a Committee.

THE FACTS

THE CIRCUMSTANCES OF THE CASE

4. The applicants were born in 1971, 1948, and 1946 respectively and live in Syktyvkar.

5. On 14 February 2003 the Syktyvkar Town Court granted the applicants’ claim against the local administration for provision of municipal housing and ordered to provide each of them with one room. The court found, *inter alia*, that one of the walls of the building where the applicants resided was destroyed and the building was at risk of collapse. The parties did not appeal and the judgment became final.

6. On 19 March 2003 the local administration informed the applicants that the judgment in their favour could not be enforced because neither housing nor appropriate budget funds were available.

7. On 5 May 2003 the enforcement proceedings were opened.
8. On 16 May 2003 the local administration informed the applicants that the judgment could not be enforced because of the lack of housing.
9. On 17 December 2004 the first applicant was offered a two-room flat. The applicant accepted the offer.
10. On 25 February 2005 the second and third applicants were offered a two-room flat. The applicants accepted.
11. On 23 and 24 June 2005 the bailiffs decided to close the enforcement proceedings as the judgement of 14 February 2003 being duly enforced. It appears that the applicants did not appeal.

THE LAW

I. ALLEGED VIOLATION OF ARTICLE 6 OF THE CONVENTION

12. The applicants complained about continued non-enforcement of the judgment of 14 February 2003. They invoked Articles 6 of the Convention which reads, in so far as relevant, as follows:

“In the determination of his civil rights and obligations ... everyone is entitled to a ... hearing within a reasonable time by [a] ... tribunal ...”

A. Admissibility

13. The Court notes that this complaint is not manifestly ill-founded within the meaning of Article 35 § 3 (a) of the Convention. It further notes that it is not inadmissible on any other grounds. It must therefore be declared admissible.

B. Merits

14. The Court reiterates that an unreasonably long delay in the enforcement of a binding judgment may breach the Convention (see *Burdov v. Russia*, no. 59498/00, ECHR 2002-III).

15. The Court observes that in the present case the judgement of 14 February 2003 remained unenforced approximately for one year and eight months in respect of the first applicant and for one year and ten months in respect of the second and third applicants.

16. The Court takes note of the fact that the Government in their observations acknowledged that the delays occurred in the enforcement proceedings breached the applicants' rights under the Convention.

17. Having regard to the above, it follows that there has been a violation of Article 6 of the Convention.

II. OTHER ALLEGED VIOLATIONS OF THE CONVENTION

18. The second and third applicants complained that the judgment in their favour had not been properly enforced in that the flat they had been provided with did not conform to the criteria set forth in the judgment. Having regard to all the materials in its possession, and in so far as these complaints fall within its competence, the Court finds that there is no appearance of a violation of the rights and freedoms set out in the Convention or its Protocols. It follows that this part of the application must be rejected as being manifestly ill-founded, pursuant to Article 35 §§ 1, 3 and 4 of the Convention.

III. APPLICATION OF ARTICLE 41 OF THE CONVENTION

19. 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

20. All the applicants claimed 5,000 euros (EUR) to be paid to each of them in respect of non-pecuniary damage. The second and third applicants also claimed EUR 20,864 in respect of pecuniary damage for the incomplete enforcement of the judgment of 14 February 2003.

21. The Government submitted that the applicant's claims for non-pecuniary damage were excessive. As regards the second and third applicants' claim for pecuniary damage, the Government found them unsubstantiated.

22. In respect of the second and third applicants' claim for pecuniary damage, the Court does not discern any causal link between the violation found and the damage alleged. The Court therefore rejects it.

23. The Court finds, however, that all the applicants may be considered to have suffered some degree of frustration and distress as a result of the violation found in this case. Deciding on an equitable basis, it awards each of the applicants EUR 1,500 in respect of non-pecuniary damage.

B. Costs and expenses

24. The applicants did not make any claim for costs and expenses incurred before the domestic courts and before the Court. Accordingly, the Court makes no award under this head.

C. Default interest

25. 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. *Declares* admissible the complaint concerning delays in enforcement proceedings and the remainder of the application inadmissible;
2. *Holds* that there has been a violation of Article 6 of the Convention;
3. *Holds*
 - (a) that the respondent State is to pay each of the applicants, within three months, EUR 1,500 (one thousand five hundred euros), plus any tax that may be chargeable, in respect of non-pecuniary damage, to be converted into the currency of the respondent State at the rate applicable at the date of settlement;
 - (b) that from the expiry of the above-mentioned three months until settlement simple interest shall be payable on the above amount at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points;
4. *Dismisses* the remainder of the applicants' claim for just satisfaction.

Done in English, and notified in writing on 2 May 2013, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

André Wampach
Deputy Registrar

Elisabeth Steiner
President