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

FIRST SECTION

CASE OF SITKOV v. RUSSIA

(Application no. 55531/00)

JUDGMENT

STRASBOURG

18 January 2007

FINAL

18/04/2007

This judgment will become final in the circumstances set out in Article 44 § 2 of the Convention. It may be subject to editorial revision.

In the case of Sitkov v. Russia,

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

Mr C.L. ROZAKIS, *President*,
Mrs N. VAJIĆ,
Mr A. KOVLER,
Mrs E. STEINER,
Mr K. HAJIYEV,
Mr D. SPIELMANN,
Mr S.E. JEBENS, *judges*,
and Mr S. NIELSEN, *Section Registrar*,

Having deliberated in private on 12 December 2006,

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

PROCEDURE

1. The case originated in an application (no. 55531/00) 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 a Russian national, Mr Anatoliy Ivanovich Sitkov (“the applicant”), on 7 February 2000.

2. The applicant, who had been granted legal aid, was represented by Mrs Y.L. Liptser, a lawyer practising in Moscow. The Russian Government (“the Government”) were represented by Mr P. Laptev, the Representative of the Russian Federation in the European Court of Human Rights.

3. The applicant complained that a final decision in his favour was quashed by the Supreme Court by way of supervisory review, in breach of Article 6 § 1 of the Convention and Article 1 of Protocol No. 1. He also alleged that the length of the proceedings concerning his claim for damages against the bailiffs exceeded the reasonable time requirement of Article 6 § 1 and that he had no effective remedy in this respect.

4. By a decision of 9 November 2004, the Court declared the application partly admissible.

THE FACTS

I. THE CIRCUMSTANCES OF THE CASE

5. The applicant was born in 1948 and lives in Moscow.

A. Civil dispute with a private company and the ensuing enforcement proceedings

6. In 1996 the applicant took out insurance for his summer cottage. In May 1997 the cottage burnt down. The insurer, a private company (hereinafter referred as "the company"), paid only a part of the amount claimed by the applicant. The applicant brought an action against the company claiming the rest. On 5 December 1997 the Moscow Lefortovskiy District Court ordered the company to pay the applicant 86,621 Russian roubles (RUR).

7. On 18 December 1997, upon the applicant's request, the Lefortovskiy District Court ordered the seizure of the company's account in a private bank "Yunikbank". As follows from the extract of that account, provided by the "Yunikbank", on 29 December 1997 the company had RUR 14,991 on it. There is no indication, however, that the money on that account has ever been seized.

8. The judgment of the Lefortovskiy District Court was upheld by the Moscow City Court on 16 January 1998. Following that, the Lefortovskiy District Court issued an execution order against the company. On 26 January 1998 the execution order was sent to the bailiff.

9. On 28 January 1998 a bailiff initiated the enforcement proceedings. On 2 February 1998 the bailiff requested from the State Tax Office information about the accounts and assets of the company. The Tax Office informed the bailiff that by 1 October 1997 the company had declared RUR 350,000 in cash and RUR 12,274 on accounts in three private banks. According to the Tax Office, in the last fiscal report the company had also declared RUR 98,507,000 in capital assets, RUR 116,534,000 in intangible assets, and RUR 24,804,000 in receivable accounts.

10. On 11 February 1998 the bailiff visited the headquarters of the company indicated in the company's official documents, but no property belonging to the company was found at that address. On the same day the bailiff discontinued the enforcement proceedings on the ground that the defendant had no assets to seize.

11. The next day the applicant brought an action against the bailiff. He claimed that the bailiff had failed to take appropriate steps to find and seize the company's property. On 23 February 1998 the Lefortovskiy District Court ruled in the applicant's favour. The court found, in particular, that the bailiff had failed to withdraw the debt from the defendant's account in "Yunikbank". The court also found that the bailiff had breached a number of procedural rules, in particular, as it had not informed the applicant about the initiation of the enforcement proceedings. The court ordered the enforcement of the judgment in the applicant's favour.

12. A new bailiff was appointed to deal with the applicant's case. However, he found no money on two of the defendant's accounts, including

the one in "Yunikbank". On 18 March 1998 the enforcement proceedings were discontinued.

13. The applicant challenged the discontinuation of the proceedings in court. On 18 May 1998 the Lefortovskiy District Court quashed the bailiff's decision and ordered the re-opening of the enforcement proceedings. The court found, in particular, that the bailiff had failed to establish the real whereabouts of the company and its property. On 24 June 1998 the Moscow City Court dismissed the Senior Bailiff's appeal against that decision.

14. On 16 November 1998 the bailiff again discontinued the enforcement proceedings in view of the absence of assets belonging to the defendant. The applicant did not appeal against this decision.

B. Claim for damages against the Bailiff's Office

15. On 16 April 1998 the applicant brought an action for damages against the Ministry of Justice, which is responsible for the Bailiff's Office. On 10 March 1999 the Moscow Presnenskiy District Court recognised the liability of the Bailiff's Office for the non-execution of the judgment of 5 December 1997 as upheld on 16 January 1998. The court granted the applicant damages in the amount of RUR 86,621, i.e. the sum which he had initially claimed from the company. This judgment was not appealed against and became final on 20 March 1999. It was transmitted to the bailiffs for enforcement.

16. On 29 July 1999 the Moscow City Prosecutor lodged with the Moscow City Court an extraordinary appeal against the judgment of 10 March 1999. The Prosecutor also suspended the enforcement proceedings. On 16 September 1999 the Presidium of the Moscow City Court dismissed the appeal, upholding the judgment of 10 March 1999.

17. On 28 January 2000 the Deputy Prosecutor General lodged with the Supreme Court of Russia a new extraordinary appeal against the judgment of 10 March 1999. He alleged, *inter alia,* that the Moscow Presnenskiy District Court should have imposed responsibility for the alleged non-execution on the Treasury, not the Ministry of Justice.

18. On 29 February 2000 the Supreme Court of Russia granted the prosecutor's appeal and quashed the judgment of 10 March 1999, primarily on the ground that the first instance court had not established a causal link between the alleged negligence of the bailiffs and the damages allegedly incurred by the applicant. The case was remitted to the Moscow Presnenskiy District Court for a fresh examination.

19. The applicant indicated that following the quashing of the judgment of 10 March 1999 by the Supreme Court the hearings were repeatedly adjourned, mainly due to the defendant's failure to appear before the court.

20. On 3 April 2001 the Presnenskiy District Court dismissed the applicant's claim. The court found no liability of the Bailiff's Office for the

non-execution of the judgment. On 20 July 2001 the Moscow City Court, acting as a court of appeal, quashed the judgment of 3 April 2001, remitting the case to the Presnenskiy District Court.

21. On 18 January 2002 the Presnenskiy District Court again refused the applicant's claim. It stated that the applicant was not deprived of his property as a result of the actions of the Bailiff's Office. Although the court acknowledged that the Bailiff's Office's actions prevented the applicant from recovering his money, it declared that the actions of the Bailiff's Office "only hindered compensation for damage", but "did not cause damage".

22. The applicant appealed against the judgment. On 5 March 2002 the Presnenskiy District Court rejected the appeal as the applicant had not paid court fees. The applicant appealed against the decision, claiming that he was exempted from paying the fees. On 22 May 2002 the Moscow City Court upheld the decision of 5 March 2002. However, on 19 September 2002 the Presidium of the Moscow City Court overruled that decision, stating that the applicant should have been exempted from paying the fees.

23. On 28 November 2002 the Moscow City Court examined the applicant's appeal. It upheld the judgment of the Presnenskiy District Court of 18 January 2002. The City Court reiterated that as a result of the bailiff's actions the applicant had not been deprived of his possession and the bailiff's actions were only a hindrance to a full compensation for damages caused by the insurance company.

II. RELEVANT DOMESTIC LAW

24. Article 46 of the Russian Constitution provides that any acts or failure to act by State authorities may be appealed against to a court. Pursuant to the Law "On enforcement proceedings" of 1997, any decision of the bailiff can be challenged in court within 10 days from the moment when the concerned person learned about this decision (Article 90 § 1). Articles 19 and 90 § 2 of this law stipulate that the damage caused by the bailiffs should be compensated under general rules of civil responsibility.

25. For relevant details concerning the supervisory review proceedings see the *Ryabykh v. Russia* judgment (no. 52854/99, 24 July 2003, §§ 31-40).

THE LAW

I. ALLEGED VIOLATION OF ARTICLE 6 § 1 AND ARTICLE 1 OF PROTOCOL NO. 1 IN RESPECT OF THE SUPERVISORY REVIEW PROCEEDINGS

26. The applicant complained that the quashing on 29 February 2000 of the final judgment of 10 March 1999 by way of supervisory review violated his right to a fair trial guaranteed by Article 6 § 1 of the Convention and his right to the peaceful enjoyment of his possessions guaranteed by Article 1 of Protocol No. 1 to the Convention.

Article 6 § 1 of the Convention, in so far as relevant, reads as follows:

> "In the determination of his civil rights and obligations ..., everyone is entitled to a fair ... hearing ... within a reasonable time by [a] ... tribunal..."

Article 1 of Protocol No. 1 provides 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."

27. The Government argued that there had been sufficient legal grounds for quashing the judgment of the Presnenskiy District Court of 10 March 1999. The Presnenskiy District Court recognised liability of the Bailiff's Office for the non-execution of the judgment of 5 December 1997. However, that finding was erroneous. In fact, the judgment of 5 December 1997 was not enforced due to the bankruptcy of the company, and not because of the bailiff's negligence, as the applicant suggested.

28. The applicant contested those arguments. His submissions, insofar as relevant to the complaints declared admissible, may be summarised as follows. The judgment of 5 December 1997, as upheld on 16 January 1998, remained unenforced due to the negligence of the bailiffs. On 18 December 1997, upon the applicant's request, the Lefortovskiy District Court ordered the seizure of the defendant company's bank account. However, despite the court order, the account was not seized. As a result, the company had time to withdraw money from the bank and thus avoid payment of the judgment debt. Furthermore, the bailiffs failed to take the necessary steps to find and seize other assets of the company. Therefore, the responsibility for the non-enforcement of the court judgment of 5 December 1997, as upheld on 16 January 1998 was fully with the State and the judgment of the

Presnenskiy District Court of Moscow of 10 March 1999 was correct. The applicant concluded that the quashing of the judgment of 10 March 1999 by the Supreme Court was unjustified and breached the principle of legal certainty, enshrined in Article 6 of the Convention.

A. Article 6 of the Convention

29. The Court recalls that on 10 March 1999 the Moscow Presnenskiy District Court granted the applicant's claim and awarded him a certain amount, to be recovered from a State authority. That decision was not appealed against by the defendant in the usual way to the second instance court. However, four months after the judgment had become binding and enforceable it was challenged by the Moscow City Prosecutor by way of supervisory review. That appeal was rejected. Six month later the Deputy Prosecutor General attempted to set aside the judgment of 10 March 1999 again, claiming that the lower court had erred in establishing the bailiff's liability for the non-enforcement of judgment against the company. That time the appeal succeeded, and the case was reopened. As a result of the ensuing proceedings, the applicant's claims were rejected as unfounded.

30. The Court finds that this case is similar to the case of *Ryabykh v. Russia*, cited above, where it was said:

> "51. ... the Court reiterates that the right to a fair hearing before a tribunal as guaranteed by Article 6 § 1 of the Convention must be interpreted in the light of the Preamble to the Convention, which declares, in its relevant part, the rule of law to be part of the common heritage of the Contracting States. One of the fundamental aspects of the rule of law is the principle of legal certainty, which requires, among other things, that where the courts have finally determined an issue, their ruling should not be called into question...
>
> 54. The Court notes that the supervisory review of the judgment ... was set in motion by the President of the Belgorod Regional Court – who was not party to the proceedings ... As with the situation under Romanian law examined in Brumărescu, the exercise of this power by the President was not subject to any time-limit, so that judgments were liable to challenge indefinitely.
>
> 55. The Court reiterates that Article 6 § 1 secures to everyone the right to have any claim relating to his civil rights and obligations brought before a court or tribunal. In this way it embodies the "right to a court", of which the right of access, that is the right to institute proceedings before courts in civil matters, constitutes one aspect. However, that right would be illusory if a Contracting State's domestic legal system allowed a final, binding judicial decision to remain inoperative to the detriment of one party. It would be inconceivable that Article 6 § 1 should describe in detail procedural guarantees afforded to litigants – proceedings that are fair, public and expeditious – without protecting the implementation of judicial decisions; to construe Article 6 as being concerned exclusively with access to a court and the conduct of proceedings would be likely to lead to situations incompatible with the principle of the rule of law which the Contracting States undertook to respect when they ratified the Convention

(see *Hornsby v. Greece*, judgment of 19 March 1997, *Reports of Judgments and Decisions* 1997-II, p. 510, § 40).

56. The Court considers that the right of a litigant to a court would be equally illusory if a Contracting State's legal system allowed a judicial decision which had become final and binding to be quashed by a higher court on an application made by a State official."

31. Furthermore, the Court has found in the judgment *Sovtransavto Holding v. Ukraine* (no. 48553/99, § 77, ECHR 2002-VII) that:

"...judicial systems characterised by the objection (protest) procedure and, therefore, by the risk of final judgments being set aside repeatedly, as occurred in the instant case, are, as such, incompatible with the principle of legal certainty that is one of the fundamental aspects of the rule of law for the purposes of Article 6 § 1 of the Convention, read in the light of *Brumărescu* ..."

32. Turning to the facts of the present case, the Court notes that the lower court's judgment in the applicant's favour was quashed by way of supervisory review. The primary reason for the re-opening of the case was the need to re-assess the facts of the case, namely to examine anew whether or not there had been a causal link between the bailiff's omission and the non-enforcement of the judgment against the private company. The appeal was lodged by an official, who was not a party to the proceedings and whose power to introduce such appeal was not limited in time.

33. Having regard to the circumstances, the Court does not find any reason for departing from its aforementioned judgments and considers that there has been a violation of Article 6 § 1 in respect of the quashing of the final and binding judgment given in the applicant's case.

B. Article 1 of Protocol No. 1 to the Convention

34. The Court further reiterates that a judgment debt may be regarded as a "possession" for the purposes of Article 1 of Protocol No. 1 (see, among other authorities, *Burdov v. Russia*, no. 59498/00, § 40, ECHR 2002-III). Quashing such a judgment after it has become final and unappealable will constitute an interference with the judgment beneficiary's right to the peaceful enjoyment of that possession (see *Brumărescu*, cited above, § 74). In the case *Tregubenko v. Ukraine* (no. 61333/00, § 46 et seq., 2 November 2004) the Court found a violation of Article 1 of Protocol no. 1 to the Convention in that the quashing of a final judgment of pecuniary nature in the applicant's favour constituted a disproportionate interference with his right to the peaceful enjoyment of his possessions. The Court dismissed the Government's argument that the quashing was justified by the need to correct a judicial error committed by a lower court (§§ 54-55).

35. Turning to the circumstances of the present case the Court observes that, by allowing the application lodged by the Deputy Prosecutor General,

the Supreme Court of Russia set at naught an entire judicial process which had ended in a final and binding judicial decision and thus *res judicata*. The reason for reopening of the proceedings, put forward by the authorities, namely the need to correct a judicial error, was the same as in the *Tregubenko* case quoted above (see § 54). The Court therefore finds no reason to depart from its reasoning in the aforementioned *Ryabykh, Tregubenko* and follow-up cases. It concludes that the setting aside of the judgment of 10 March 1999 in supervisory review proceedings for the sake of correcting an alleged judicial error constituted an unjustified interference with the applicant's possessions, protected by virtue of Article 1 of Protocol no. 1 to the Convention. Consequently, there has been a violation of this Convention provision.

II. ALLEGED VIOLATION OF ARTICLE 6 § 1 IN RESPECT OF THE EXCESSIVE LENGTH OF THE PROCEEDINGS

36. The applicant further complained that the length of the proceedings concerning his claim for damages against the bailiffs had exceeded reasonable time requirement. He referred to Article 6 § 1, cited above.

37. The Government submitted that, in view of the number of instances involved, the overall length of civil proceedings had not been unreasonable. The applicant contested the Government's view. He maintained that the dispute at issue had not been particularly complex. Had the judgment of 5 December 1997, as upheld on 16 January 1998, been properly executed, the subsequent proceedings would not have taken so much time. The delays in the proceedings after the date of the quashing were also imputable to the State.

38. The Court notes that the court proceedings started on 16 April 1998 when the applicant brought his complaint against the Bailiff Service. The court proceedings initially ended with the judgment in the applicant's favour of 10 March 1999, which entered into force on 20 March 1999. Following the adoption of the judgment in the applicant's favour, the enforcement proceedings were started; however, the enforcement was suspended in July 1999, when the Moscow City Prosecutor's office made the first attempt to challenge the judgment by way of supervisory review. In January 2000 the General Prosecutor's office challenged the judgment of 10 March 1999 anew, and, as a result, on 29 February 2000 the proceedings were reopened and lasted until 28 November 2002, when the Moscow City Court adopted the final decision in the case. Assessing the overall length of the proceedings the Court considers that whereas it was to a decisive extent attributable to the supervisory review proceedings, this issue by itself gave rise to a finding of a violation under Article 6 § 1 (see above). Accordingly, since that problem has already been addressed by the Court,

there is no need to examine these facts again through the prism of the "reasonable length" requirement of Article 6 § 1 of the Convention.

III. ALLEGED VIOLATION OF ARTICLE 13 IN RESPECT OF THE ALLEGED LACK OF EFFECTIVE REMEDIES

39. The applicant claimed that he had no effective remedy in respect of the length of the civil proceedings. He relied on Article 13 of the Convention, which reads as follows:

> "Everyone whose rights and freedoms as set forth in [the] Convention are violated shall have an effective remedy before a national authority notwithstanding that the violation has been committed by persons acting in an official capacity."

40. The Government did not present separate comments on Article 13, but insisted that "the applicant's claims regarding interference with his rights connected with the "reasonable time" requirement were ill-founded". The applicant maintained his complaint that he did not have effective remedies to expedite the proceedings.

41. The Court reiterates that in the circumstances the main factor which contributed to the overall length of the proceedings against the Bailiff Service was the decision of the supervisory review instance, which was not susceptible to any ordinary appeal (see above; see also in this respect *Sardin v. Russia*, (dec.), no. 69582/01, 12 February 2004). However, since the issue of the length of the proceedings in the present case has been absorbed by the finding of a violation of Article 6 of the Convention under the supervisory review aspect, the Court finds that the complaint under Article 13 of the Convention should be treated accordingly. In view of its finding that the supervisory review deprived the applicant of his "right to a court" (see §§ 29 – 33 above), the Court considers that it is not necessary to examine separately the complaint about the absence of effective remedies with respect of the proceedings engendered by that supervisory review.

IV. APPLICATION OF ARTICLE 41 OF THE CONVENTION

42. 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

1. The parties' submissions

43. The applicant claimed that because of the negligence of the bailiffs he had not received 76,621 RUR due to him under the judgment of 5 December 1997. He also claimed that that amount should have been increased in line with the cost of living index for the relevant period. He produced a letter by the Moscow State Committee on Statistics containing statistical information on the cost of living in Moscow. In his words, by 2005 the "principle debt" should have amounted to 598,221 RUR.

44. The applicant also claimed penalties for the delayed payment of the compensation for his summer cottage in the amount stipulated in the insurance policy. In his words, the amount of penalties should also have been increased in line with the cost of living index. According to his calculations, by 2005 the penalties amounted to 13,397,198 RUR.

45. In sum, the applicant claimed 375,372 EUR under the head of pecuniary damages.

46. The applicant also claimed one million euros for the mental harm allegedly caused to him by the domestic authorities' failure to recover the compensation from the insurance company. He repeated his arguments concerning the merits of the present case.

47. The Government argued that that claim was unsubstantiated. First, the State's liability cannot be derived from the provisions of the insurance policy, as the applicant suggested. Secondly, the applicant's claims where based on the alleged non-enforcement of the judgment of 5 December 1997. However, this complaint was declared inadmissible by the Court. Thirdly, the applicant has never applied to the Russian courts in order to increase the amounts due to him in line with the inflation rate. The Government admitted that the applicant "could claim for certain non-pecuniary compensation ... due to ... [the bailiffs'] negligence, as it was indicated in the Presnenskiy District Court judgment of 18 January 2002, but not for compensation of damage initially inflicted by the insurance company". They also claimed that a finding of a violation would be a sufficient just satisfaction.

2. The Court's assessment

48. First, the Court notes that the applicant's calculations are mainly based on the provisions of the insurance policy. However, the present case does not concern the refusal of the insurance company to compensate for the fire damage. Nor is this case about the alleged failure of the authorities to enforce the judgment of 5 December 1997. That complaint was declared inadmissible on 9 November 2004. The complaint that gave rise to a finding of a violation concerned the quashing by way of supervisory review

of the judgment of 10 March 1999. Therefore, only that aspect of the case may entitle the applicant to any compensation under Article 41.

49. Thus, the Court cannot accept calculations based on the provisions of the insurance policy. However, the Court accepts that the quashing of the judgment of 10 March 1999 deprived the applicant of the fruits of his litigation with the bailiffs, which is evidently at the heart of his grievances. Therefore, the applicant may be understood as claiming the amount due to him by virtue of the judgment of 10 March 1999.

50. The Court recalls that pursuant to that judgment the applicant was entitled to RUR 86,621. However, on 29 February 2000 that judgment was quashed; in other words, the applicant was deprived of his “possessions” in the amount of RUR 86,621 (see above, paragraph 35). In the Court's view, this amount constitutes his pecuniary loss and should be returned to him under Article 41 of the Convention.

51. The applicant also claimed that the core amount of the judgment debt should be increased in line with the increase in the cost of living. The Government argued that the applicant did not apply to the domestic courts for such an increase. However, the Court notes that in domestic terms the judgment of 10 March 1999 was inexistent. In such circumstances any appeal to a domestic court with a view to increase the amount of the judgment debt would necessarily fail. In these circumstances the Court considers it possible to establish the real value of the judgment debt in view of the increase in the cost of living.

52. The accuracy of the statistical information provided by the applicant is not contested by the Government. The Court notes that the judgment in the applicant's favour was quashed in February 2000. The applicant provided information as to the cost of living index up to the November 2004. Based on the figures contained in the letter of the Department of Statistics, referred to by the applicant, the amount of RUR 86,621 in February 2000 would be equal to RUR 176,208 in October 2004. Therefore, this amount should be paid to the applicant on account of his pecuniary losses caused by the quashing of the judgment of 10 March 1999, plus any tax that may be chargeable on that amount.

53. Second, as regards non-pecuniary damage, the Court accepts that the quashing of a final judgment in the applicant's favour caused him a feeling of anxiety and disappointment. However, the amount claimed by the applicant is excessive: the civil proceedings at issue did not concern his livelihood or his other vital interests. On the equitable basis the Court awards applicant 1,500 EUR under the head of non-pecuniary damages, plus any tax that may be chargeable on that amount.

B. Costs and expenses

54. The applicant alleged that his expenses related to the proceedings before the European Court amounted to 38,000 RUR. He admitted that he had not kept all relevant receipts in support of that claim, except for a fee note from the translator. The fee note indicated that 5,900 RUR was paid for a "translation for the European Court".

55. The Government maintained that that the translation fees had no relation to the proceedings in the present case.

56. The Court has to establish, first, whether the costs and expenses indicated by the applicant were actually incurred and, second, whether they were necessary (see *McCann and Others v. the United Kingdom*, judgment of 27 September 1995, Series A no. 324, § 220). The Court notes that the applicant has been granted legal aid, which the Court considers as capable of covering his core expenses including those related to the translation. The applicant does not explain why additional translation was needed. Therefore, the Court concludes that these expenses were not necessary and should be dismissed. In absence of other supporting documents, the Court does not considers it appropriate to award the applicant's costs and expenses other that what had been already received by the applicant as legal aid.

C. Default interest

57. The Court considers it appropriate that the default interest 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. *Holds* that there has been a violation of Article 6 § 1 of the Convention on account of the quashing of the judgment of 10 March 1999;

2. *Holds* that there has been a violation of Article 1 of Protocol No. 1 to the Convention in respect of the same fact;

3. *Holds* that there is no need to examine the complaint about the length of the civil proceedings;

4. *Holds* that there is no need to examine the complaint about the alleged lack of domestic remedies in respect of the length complaint;

5. *Holds*

(a) that the respondent State is to pay the applicant, within three months from the date on which the judgment becomes final in accordance with Article 44 § 2 of the Convention, RUR 176,208 (one hundred seventy six thousand two hundred eight Russian roubles) in respect of pecuniary damage and EUR 1,500 (one thousand five hundred euros) in respect of non-pecuniary damage, the latter amount to be converted into the Russian roubles at the rate applicable at the date of settlement, plus any tax that may be chargeable on the above amounts;

(b) that from the expiry of the above-mentioned three months until settlement simple interest shall be payable on the above amounts at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points;

6. *Dismisses* the remainder of the applicant's claim for just satisfaction.

Done in English, and notified in writing on 18 January 2007, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Søren NIELSEN	Christos ROZAKIS
Registrar	President