FIRST SECTION[1]

CASE OF KIRILOVA AND OTHERS v. BULGARIA

(Applications nos. 42908/98, 44038/98, 44816/98 and 7319/02)

JUDGMENT
(just satisfaction)

STRASBOURG

14 June 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.

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[1] . In its composition before 1 April 2006

In the case of Kirilova and Others v. Bulgaria,

The European Court of Human Rights (First Section[1]), sitting as a Chamber composed of:

Mr C.L. ROZAKIS, *President,*
Mrs S. BOTOUCHAROVA,
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 24 May 2007,

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

PROCEDURE

1. The case originated in four applications (nos. 42908/98, 44038/98, 44816/98 and 7319/02) against the Republic of Bulgaria, the first three lodged with the European Commission of Human Rights ("the Commission") under former Article 25 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention"), and the fourth with the Court under Article 34 of the Convention.

2. The first application (no. 42908/98) was introduced on 16 July 1998 by Mrs Daniela Evgenieva Kirilova, Mr Kamen Ivanov Kirilov and Ms Milena Ivanova Schneider, Bulgarian nationals who were born respectively in 1937, 1961 and 1966. Mrs Kirilova died on 2 January 2001. Mr Kirilov and Ms Schneider, who are Mrs Kirilova's son and daughter and at present live respectively in Brunn am Gebirge and Kaltenleutgeben, Austria, expressed their wish to pursue the proceedings in their own name and in the name of the deceased Mrs Kirilova.

3. The second application (no. 44038/98) was introduced on 19 June 1998 by Mr Slave Ivanov Ilchev, a Bulgarian national who was born in 1958 and lives in Sofia.

4. The third application (no. 44816/98) was introduced on 17 July 1998 by Ms Elisaveta Danailova Metodieva, a Bulgarian national who was born in 1930 and lives in Sofia.

5. The fourth application (no. 7319/02) was introduced on 13 November 2001 by Ms Teodora Alexandrova Shoileva-Stambolova and Mr Stefan Alexandrov Shoilev, Bulgarian nationals who were born respectively in 1964 and 1968 and live in Sofia.

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1 . In its composition before 1 April 2006

6. The applicants of the first, the second and the third applications were represented by Ms N. Sedefova, Ms Z. Kalaydzhieva and Ms A. Gavrilova-Ancheva, lawyers practising in Sofia. The applicants of the fourth application were not legally represented. The Bulgarian Government ("the Government") were represented by their Agents, Ms M. Dimova, Ms M. Karadzhova and Ms M. Kotseva, of the Ministry of Justice.

7. In a judgment delivered on 9 June 2005 ("the principal judgment"), the Court (former First Section) unanimously held that there had been a violation of Article 1 of Protocol No. 1 to the Convention and that it was not necessary to examine separately the complaint under Article 13 of the Convention. More specifically, the Court held that, because of the protracted failure of the State to build and deliver the flats to which the applicants were entitled under decisions for compensation for expropriated property, coupled with the lack of effective domestic remedies for rectifying this situation and the drawn out reluctance of the competent authorities to provide a solution to the problem, the applicants had had to bear a special and excessive burden which had upset the fair balance between the demands of the public interest and the protection of the right to peaceful enjoyment of possessions (*Kirilova and Others v. Bulgaria*, nos. 42908/98, 44038/98, 44816/98 and 7319/02, § 123, 9 June 2005).

8. Under Article 41 of the Convention the applicants sought various sums in just satisfaction.

9. Since the question of the application of Article 41 of the Convention was not ready for decision as regards pecuniary and non-pecuniary damage, the Court reserved it and invited the Government and the applicants to submit, within six months, their written observations on that issue and, in particular, to notify the Court of any agreement they might reach (ibid., § 142 and point 4 of the operative provisions).

10. After the parties' unsuccessful attempt to conclude a friendly settlement, on 20 September 2006 the Government stated that they left it to the Court to rule on the application of Article 41 of the Convention. The applicants submitted their claims for just satisfaction on 12 and 15 December 2006. The Government did not file a reply.

THE LAW

11. 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. Pecuniary damage

1. The expert reports

12. In support of their claims Mr Kirilov, Ms Schneider, Mr Ilchev and Ms Metodieva submitted four expert reports prepared by Mr L. Sabev, an expert dealing with the valuation of immovable property at the Sofia City Court. These reports, dated 27 November 2006, firstly assessed the present value of the flats due to the applicants, stating, without further particulars, that it had been calculated on the basis of the current market prices. They secondly estimated the amounts which the applicants could have obtained in rent if they had leased out these flats during the period 1 May 1992 - 1 September 2006 (as regards Mr Kirilov and Ms Schneider) and 1 May 1992 – 27 November 2006 (as regards Mr Ilchev and Ms Metodieva), again stating, without further particulars, that they had been calculated on the basis of the market prices during that period. Thirdly, they estimated the amounts which would have been due in rent by those applicants who had been settled free of charge in municipal housing (Mr Kirilov, Ms Schneider and Mr Ilchev). The report's estimates broke down as follows:

	Value of flat on 27 November 2006	**Estimated rent for the period 1 May 1992 – 1 September or 27 November 2006**	**Estimated rent for municipal housing**
Mr Kirilov and Ms Schneider	BGN 204,000	BGN 67,689	BGN 39,770
Mr Kirilov	BGN 187,000	BGN 57,290	N/A
Mr Ilchev	BGN 162,000	BGN 60,762	BGN 16,818
Ms Metodieva	BGN 15,400	BGN 6,023	N/A

13. In support of their claims Ms Shoileva-Stambolova and Mr Shoilev also submitted an expert report, again prepared by Mr L. Sabev. The report, dated 10 March 2004, stated that, according to the market prices during the relevant period, the rent which would have been obtained by leasing out the flat due to these applicants in 2002 and 2003 would have been BGN 7,320.

2. The applicants' claims

14. Mr Kirilov and Ms Schneider stated that, having received the two flats which were due to them on 30 August 2006, they did not claim any amount in respect of their monetary equivalent.

15. They claimed 22,756 euros (EUR) (44,375 Bulgarian levs (BGN)[1]) for the impossibility to use and enjoy the flat which was due to their father and later to them and their mother from 1 May 1992 until 1 September 2006. This amount represented the difference between the rent which they could have obtained by leasing this flat out and the rent which they would have had to pay for the flat in which they (and their father and mother before them) had been provisionally settled, plus interest calculated according to the method proposed by Ms Shoileva-Stambolova and Mr Shoilev (see paragraph 21 below).

16. Mr Kirilov separately claimed EUR 46,577 (BGN 91,058) for the impossibility to use and enjoy the flat which was due to him from 1 May 1992 until 1 September 2006. This amount represented the rent which he could have obtained by leasing this flat out, plus interest calculated according to the method proposed by Ms Shoileva-Stambolova and Mr Shoilev (see paragraph 21 below).

17. Mr Ilchev, who at the time of the latest communication from him (15 December 2006) had still not received the flat which was due to him, declared that he would prefer to receive a flat with comparable characteristics. Failing that, he claimed EUR 82,865 (BGN 162,000), which, according to the expert report submitted by him, was the current market value of the flat.

18. Mr Ilchev further claimed EUR 35,727 (BGN 69,846) for the impossibility to use and enjoy the flat from 1 May 1992 until 27 November 2006, plus EUR 215 (BGN 420) for each following month, until the delivery of flat. This amount represented the difference between the rent which he could have obtained by leasing this flat out and the rent which he would have had to pay for the flat in which he had been provisionally settled, plus interest calculated according to the method proposed by Ms Shoileva-Stambolova and Mr Shoilev (see paragraph 21 below).

19. Ms Metodieva, who at the time of the latest communication from her (15 December 2006) had still not received the flat which was due to her, declared that she would prefer to receive a flat with comparable characteristics. Failing that, she claimed EUR 7,877 (BGN 15,400), which, according to the expert report submitted by her, was the current market value of the flat.

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[1] . By section 29 of the Bulgarian National Bank Act of 1997, the Bulgarian lev is pegged to the euro. Thus, according to the fixed exchange rate published by the Bulgarian National Bank, 1 euro equals 1.95583 levs and 1 lev equals 0.511292 euros.

20. Ms Metodieva further claimed EUR 4,897 (BGN 9,573) for the impossibility to use and enjoy the flat from 1 May 1992 until 27 November 2006, plus EUR 28 (BGN 55) for each following month, until the delivery of the flat. This amount represented the rent which she could have obtained by leasing this flat out, plus interest calculated according to the method proposed by Ms Shoileva-Stambolova and Mr Shoilev (see paragraph 21 below).

21. Ms Shoileva-Stambolova and Mr Shoilev did not claim compensation for the value of the flat due to them, as they had received it on 26 May 2004. However, they claimed compensation for the impossibility to use and enjoy the flat between 7 September 1992 and the date of the Court's judgment. They stated that on 1 June 2004 their damage under this head had amounted to EUR 19,385.01 and on 1 January 2007 – to EUR 21,202.69. They arrived at these amounts by taking as a basis the rent which they would have been able to perceive for the flat during the relevant period, converting it in euros to offset inflation, and adding to it, according to a special formula, compound interest at the prevailing commercial bank rate for deposits in euros (and German marks prior to the introduction of the euro).

3. The Government's position

22. The Government stated that they left the application of Article 41 of the Convention to the Court's discretion. They did not express an opinion on the applicants' claims.

4. The Court's assessment

(a) The existence and the heads of damage

23. According to the Court's settled case-law, a judgment in which it finds a breach imposes on the respondent State a legal obligation to put an end to the breach and to make reparation for its consequences in such a way as to restore as far as possible the situation existing before the breach (see, among many other authorities, *Papamichalopoulos and Others v. Greece* (Article 50), judgment of 31 October 1995, Series A no. 330-B, p. 59, § 34; *Iatridis v. Greece* (just satisfaction) [GC], no. 31107/96, § 32, ECHR 2000-XI; *Brumărescu v. Romania* (just satisfaction) [GC], no. 28342/95, § 19, ECHR 2001-I; *Former King of Greece and Others v. Greece* [GC] (just satisfaction), no. 25701/94, § 72, 28 November 2002; and *Doğan and Others v. Turkey* (just satisfaction), nos. 8803-8811/02, 8813/02 and 8815-8819/02, § 45, 13 July 2006). In the present case the reparation should aim at putting the applicants in the position in which they would have found themselves had the violation not occurred (see *Prodan v. Moldova*,

no. 49806/99, § 70 *in fine*, ECHR 2004-III (extracts); and *Popov v. Moldova (no. 1)* (just satisfaction), no. 74153/01, § 9 *in fine*, 17 January 2006).

24. The Court notes that its finding of a violation of Article 1 of Protocol No. 1 was based, firstly, on the fact that for many years after 7 September 1992, the date when the Convention and Protocol No. 1 entered into force in respect of Bulgaria, the authorities had failed to deliver the flats due to the applicants in compensation for their properties expropriated in 1983, 1985, 1988 and 1990 (see paragraph 109 of the principal judgment), and, secondly, on the fact that throughout that period the authorities had not only adopted a passive attitude, but had even actively resisted the applicants' endeavours to compel them to comply with their obligations (see paragraphs 109, 120 and 121 of the principal judgment). The fact that during that time some of the applicants had been settled in municipal housing was, in the Court's view, not sufficient to mitigate those facts. On the basis of these findings the Court concluded that the uncertainty facing the applicants for many years, coupled with the lack of effective domestic remedies for rectifying the situation and the reluctance – even active resistance – of the competent authorities to provide a solution to the problem for such a long time, had caused the applicants to bear a special and excessive burden which had upset the fair balance which has to be struck between the demands of the public interest and the protection of the right to peaceful enjoyment of possessions (see paragraph 123 of the principal judgment).

25. The applicants are therefore entitled to compensation in respect of the pecuniary damage directly related to this violation of their rights from 7 September 1992 until the end of the violation, namely the dates when the flats in issue were or will be delivered to them. In this connection, it should be noted that the State's obligations to build and deliver the flats had matured before 7 September 1992, as the decisions creating the applicants' entitlements had been made long before that date (see paragraphs 15, 16, 25, 28, 41, 63, 65 and 77 of the principal judgment). Therefore, the Court must, in assessing the damage sustained, take into account the entire period between 7 September 1992 and the dates on which the flats were or will be delivered (see, *mutatis mutandis*, *Sporrong and Lönnroth v. Sweden* (Article 50), judgment of 18 December 1984, Series A no. 88, p. 12, § 22).

26. The pecuniary damage sustained by the applicants comprises, firstly, the value of the flats which have, to date, still not been delivered: those of Mr Ilchev and of Ms Metodieva. (Those of Mr Kirilov and Ms Schneider were delivered on 30 August 2006, and the one of Ms Shoileva-Stambolova and Mr Shoilev was delivered on 26 May 2004 (see paragraph 71 of the principal judgment); these applicants accordingly withdrew this part of their claims (see paragraphs 14 and 21 above).) The damage secondly comprises the impossibility to use and enjoy the flats before their delivery (see, *mutatis mutandis*, *Prodan*, cited above, § 71; *Prodan v. Moldova* (striking out),

no. 49806/99, §§ 6 and 10, 25 April 2006; *Popov (no. 1)*, cited above, § 10; and *Radanović v. Croatia*, no. 9056/02, § 62, 21 December 2006).

(b) Damage stemming from the continuing failure of the State to deliver the flats of Mr Ilchev and Ms Metodieva

27. As regards the damage stemming from the continuing failure of the authorities to deliver the flats of Mr Ilchev and Ms Metodieva, the Court considers that, in the circumstances, the best way to wipe out the consequences of the breach of Article 1 of Protocol No. 1 would be for the respondent State to deliver the flats due to the applicants, or equivalent flats. However, as the States are free to choose the means whereby they will comply with a judgment of the Court (see *Papamichalopoulos and Others*, p. 59, § 34; and *Brumărescu*, § 20, both cited above), the Court holds that if the respondent State does not make such delivery within three months from the date on which this judgment becomes final, it must pay the applicants a sum corresponding to the current value of the flats. As to the determination of the exact amount of that compensation, the Court notes that, according to the expert reports submitted by Mr Ilchev and Ms Metodieva, on 27 November 2006 the market value of their flats would have been respectively BGN 162,000 (EUR 82,829), and BGN 15,400 (EUR 7,874) (see paragraph 12 above). However, even though the Government have not sought to challenge these reports, the Court cannot for this reason alone accept without question the estimates made by the expert (see *Loizidou v. Turkey* (Article 50), judgment of 29 July 1998, *Reports of Judgments and Decisions* 1998-IV, p. 1817, § 32). It notes in this connection that the expert did not include in his report any raw data showing how he arrived at his estimates, but simply stated that they were based on the current market prices. However, having regard to the information available to it on prices on the Sofia and the Nikopol property markets, the Court assesses the current market value of Mr Ilchev's flat at BGN 160,000 (EUR 82,051) and that of Ms Metodieva's flat at BGN 14,000 (EUR 7,179). Therefore, the compensation which the Government should pay Mr Ilchev and Ms Metodieva amounts respectively to EUR 82,051 and EUR 7,179, plus any tax that may be chargeable.

(c) Damage resulting from the impossibility to use and enjoy the flats between 7 September 1992 and their delivery

28. Concerning the damage sustained on account of the impossibility to use and enjoy the flats between 7 September 1992 and the dates on which they were or will be delivered, the Court notes at the outset that the "periods of damage" (see *Sporrong and Lönnroth*, cited above, p. 11, § 20) are different for the individual applicants: for Mr Kirilov and Ms Schneider that period came to an end on 30 August 2006, when their flats were delivered, and for Ms Shoileva-Stambolova and Mr Shoilev – on 26 May 2004, when

their flat was delivered (see, *mutatis mutandis*, *Immobiliare Saffi v. Italy* [GC], no. 22774/93, § 79, ECHR 1999-V). For Mr Ilchev and Ms Metodieva these periods are still continuing, as they have, to this day, not received the flats to which they are entitled, or compensation in lieu thereof. The Court must therefore, as regards these two applicants, take into account the time up to the date of its judgment.

29. The method proposed by most applicants for assessing this head of damage consisted of estimating, on the basis of expert reports, the rent which they could have obtained if they had leased the flats out, converting it in euros, and adding to it, in accordance with a special formula, compound interest at the prevailing commercial bank rate in Bulgaria for deposits in euros (and German marks prior to the introduction of the euro) (see paragraphs 15, 16, 18, 20 and 21 above).

30. The Court considers the approach based on the loss of rent reasonable, but only on the assumption that the applicants would have indeed been able to lease out the flats due to them (see *Prodan*, § 72; *Popov (no. 1)*, § 11; and *Radanović*, § 63, all cited above). On this point, it notes that from the materials in the file it appears that Mrs Kirilova, Mr Kirilov, Ms Schneider and Mr Ilchev did not have independent alternative accommodation during the entire period under consideration and, had they not been settled in municipal housing free of charge (see paragraphs 17 and 26 of the principal judgment), they would have, in all probability, lived in the flats instead of leasing them out. Similarly, Mr Shoileva-Stambolova's and Mr Shoilev's father, who died in February 1998, was offered to be settled in municipal housing, but refused and leased a flat which he considered more suitable for his needs (see paragraphs 64 and 68 of the principal judgment). It thus seems that he also would have lived in the flat instead of leasing it out. As regards the time after February 1998, it appears that Ms Shoileva-Stambolova had alternative accommodation (see paragraph 66 of the principal judgment), but the same is not clear of Mr Shoilev. The Court thus considers that Mr Kirilov, Ms Schneider, Mr Ilchev, Ms Shoileva-Stambolova and Mr Shoilev have not made out their contention that they would have indeed been able to lease their flats out. Therefore, as regards these applicants, the assessment of this head of damage cannot be based on the amount of lost rent. Conversely, it appears that Ms Metodieva did have alternative accommodation from the outset (see paragraph 40 of the principal judgment) and could have therefore indeed tried to lease her flat out.

31. As regards the damage sustained by Ms Metodieva, calculated on the basis of the lost rent, the Court cannot accept without question the expert's estimate on the market rent throughout the years. There are also other factors which the Court must take into account. Firstly, in the absence of market evidence to the contrary, Ms Metodieva would have inevitably experienced certain delays in finding suitable tenants and would have

incurred certain expenses to maintain the flat. Secondly, she would have been subjected to taxation on any revenue (see *Prodan*, § 74; *Popov (No. 1)*, § 13; and *Radanović*, § 65, all cited above). Having regard to the information available to it on rental prices in Nikopol throughout the period under consideration and bearing in mind the above considerations, the Court considers it equitable to award Ms Metodieva EUR 1,500, plus any tax that may be chargeable.

32. Concerning Mr Kirilov, Ms Schneider, Mr Ilchev, Ms Shoileva-Stambolova and Mr Shoilev, the Court considers that, in the absence of conclusive proof that they could have indeed leased their flats out (see paragraph 30 above), the damage sustained by them consists in the expenses incurred for finding alternative accommodation. On this point it notes that, once the expropriated properties had been demolished, Mrs Kirilova, Mr Kirilov, Ms Schneider, Mr Ilchev and Ms Shoileva-Stambolova's and Mr Shoilev's father were settled, or offered to be settled, in municipal housing free of charge (see paragraphs 17, 26 and 64 of the principal judgment). Ms Shoileva-Stambolova had a flat since 1985 (see paragraph 66 of the principal judgment) and hence did not have to incur expenses for alternative accommodation after the death of her father in February 1998. The situation of Mr Shoilev in this respect is unclear, as he has not provided to the Court any information on this point (Rule 60 § 2 of the Rules of Court).

33. In sum, the above applicants have not established to the Court's satisfaction that they were forced to incur expenses to find accommodation pending the delivery of their flats. It may be true that the municipal housing offered to them was not of the same quality, size and location as the flats to which they were entitled. However, the inconveniences suffered by them on this account form part of their non-pecuniary damage (see *Scollo v. Italy*, judgment of 28 September 1995, Series A no. 315-C, p. 56, §§ 47 and 50). The Court nevertheless considers that the applicants have suffered a certain loss of opportunity on account of not having been able to use and enjoy the flats due to them for such long periods of time. Having regard to the large number of imponderables involved and the impossibility to quantify exactly this loss, the Court considers that it must rule in equity. It therefore awards the following sums, plus any tax that may be chargeable:

(i) jointly to Mr Kirilov and Ms Schneider, for their flat: EUR 9,000;

(ii) to Mr Kirilov, for his flat: EUR 8,000;

(iii) to Mr Ilchev: EUR 7,000;

(iv) jointly to Ms Shoileva-Stambolova and Mr Shoilev: EUR 4,000.

B. Non-pecuniary damage

1. The applicants' claims

34. Mr Kirilov, Ms Schneider, Mr Ilchev and Ms Metodieva asked the Court to rule in line with its case-law and in equity, and award them an amount that it will consider just. They submitted that they had experienced frustration in face of the prolonged failure of the State to build and deliver the flats which were due to them. This frustration had been exacerbated by their fruitless efforts over many years to compel the authorities to comply with their obligations.

35. Ms Shoileva-Stambolova and Mr Shoilev asked the Court to award an amount that it will consider equitable. They invited it to take account of the fact that the violation found in the principal judgment had additionally had a negative impact on their civil and professional dignity.

2. The Government's position

36. The Government stated that they left the application of Article 41 of the Convention to the Court's discretion. They did not express an opinion on the applicants' claims.

3. The Court's assessment

37. The Court considers that the breach of Article 1 of Protocol No. 1 caused each of the applicants definite non-pecuniary damage arising from the feeling of helplessness and frustration in the face, firstly, of the prolonged failure of the authorities to deliver the flats to which they were entitled and, secondly, of the authorities' marked reluctance to solve their problem for such a long time. Some of the applicants were further distressed by the need to live in worse conditions, in the municipal housing where they were lodged (see, *mutatis mutandis*, *Scollo*, cited above, p. 56, §§ 47 and 50). Finally, Mr Ilchev and Ms Metodieva must have been disgruntled by the years of fruitless judicial proceedings whereby they tried to remedy the situation they were in. In view of the impossibility to assess the precise extent of damage sustained by each applicant, the Court, ruling in equity, awards each of them EUR 2,000, plus any tax that may be chargeable.

C. Costs and expenses

38. None of the applicants claimed costs and expenses for the proceedings under Article 41 of the Convention.

39. The Government did not comment either.

40. The Court sees no reason to make an award under this head in the absence of a claim by the applicants.

D. Default interest

41. 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 the respondent State is to deliver to Mr Slave Ivanov Ilchev and Ms Elisaveta Danailova Metodieva, within three months from the date on which the judgment becomes final in accordance with Article 44 § 2 of the Convention, the ownership and possession of the flats which are due to them, or of equivalent flats;

2. *Holds*
   (a) that, failing such delivery, the respondent State is to pay Mr Slave Ivanov Ilchev and Ms Elisaveta Danailova Metodieva, within the same period of three months, the following amounts:
      (i) to Mr Slave Ivanov Ilchev, EUR 82,051 (eighty-two thousand fifty-one euros);
      (ii) to Ms Elisaveta Danailova Metodieva, EUR 7,179 (seven thousand one hundred seventy-nine euros);
      (iii) 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;

3. *Holds*
   (a) that the respondent State is to pay the applicants, within three months from the date on which the judgment becomes final in accordance with Article 44 § 2 of the Convention, the following amounts in respect of pecuniary damage for the impossibility to use and enjoy the flats in issue:
      (i) jointly to Mr Kamen Ivanov Kirilov and Ms Milena Ivanova Schneider, EUR 9,000 (nine thousand euros);
      (ii) to Mr Kamen Ivanov Kirilov, EUR 8,000 (eight thousand euros);
      (iii) to Mr Slave Ivanov Ilchev, EUR 7,000 (seven thousand euros);
      (iv) to Ms Elisaveta Danailova Metodieva, EUR 1,500 (one thousand five hundred euros);
      (v) jointly to Ms Teodora Alexandrova Shoileva-Stambolova and Mr Stefan Alexandrov Shoilev, EUR 4,000 (four thousand euros);

(vi) 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;

4. *Holds*

(a) that the respondent State is to pay the applicants, within three months from the date on which the judgment becomes final in accordance with Article 44 § 2 of the Convention, the following amounts in respect of non-pecuniary damage:

(i) jointly to Mr Kamen Ivanov Kirilov and Ms Milena Ivanova Schneider, EUR 4,000 (four thousand euros);

(ii) to Mr Slave Ivanov Ilchev, EUR 2,000 (two thousand euros);

(iii) to Ms Elisaveta Danailova Metodieva, EUR 2,000 (two thousand euros);

(iv) jointly to Ms Teodora Alexandrova Shoileva-Stambolova and Mr Stefan Alexandrov Shoilev, EUR 4,000 (four thousand euros);

(v) 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;

5. *Dismisses* the remainder of the applicants' claims for just satisfaction.

Done in English, and notified in writing on 14 June 2007, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Søren NIELSEN
Registrar

Christos ROZAKIS
President