(Corrected by the Second Panel on 15 May 1999)

DECISION ON THE ADMISSIBILITY AND MERITS

DELIVERED ON 14 MAY 1999

**Cases Nos. CH/98/174, CH/98/180,
CH/98/268, CH/98/270, CH/98/280**

**Ivan VIDOVIĆ, Slavko GLIGORIĆ,
L.R., Stanojka ŠUTALO and Ivan VULIĆ**

against

**BOSNIA AND HERZEGOVINA
AND
THE FEDERATION OF BOSNIA AND HERZEGOVINA**

The Human Rights Chamber for Bosnia and Herzegovina, sitting as the Second Panel on 13 March 1999 with the following members present:

Mr. Giovanni GRASSO, President
Mr. Viktor MASENKO-MAVI, Vice-President
Mr. Vlatko MARKOTIĆ
Mr. Jakob MÖLLER
Mr. Mehmed DEKOVIĆ

Mr. Leif BERG, Registrar
Ms. Olga KAPIĆ, Deputy Registrar

Having considered the admissibility and merits pursuant to Article VIII(1) of the Human Rights Agreement ("the Agreement") set out in Annex 6 to the General Framework Agreement for Peace in Bosnia and Herzegovina;

Adopts the following decision pursuant to Article VIII(2) and Article XI of the Agreement and Rules 52, 57 and 58 of the Chamber's Rules of Procedure:

I. INTRODUCTION

1. The present decision concerns 5 so-called JNA cases considered to be directed against the State of Bosnia and Herzegovina and the Federation of Bosnia and Herzegovina. The names of the individual applicants and the corresponding case numbers are listed in part III B of the decision.

2. In 1991 and 1992 the purchasers contracted to buy apartments from the Yugoslav National Army ("the JNA"). The contracts were annulled by legislation passed shortly after the General Framework Agreement for Peace in Bosnia and Herzegovina entered into force in December 1995. The applicants indicate that the annulment of the contracts violated their property rights as guaranteed by Article 1 of Protocol No. 1 to the (European) Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") and also raise alleged violations of Articles 6 and 13 of the Convention.

3. These cases resemble the cases of *Medan and Others* (Cases Nos. CH/96/3, 8 and 9, decision on the merits of 7 November 1997, Decisions on Admissibility and Merits 1996-1997) and other JNA cases which the Chamber has decided.

II. PROCEEDINGS BEFORE THE CHAMBER

4. The applications were introduced between January 1998 and February 1998 and registered between January 1998 and April 1998. Applicant Ivan Vidović (CH/98/174) is represented by a lawyer. Applicant L.R. (CH/98/268) objects to her identity being disclosed to the public (Rule 46 paragraph 2(d) of the Chamber's Rules of Procedure).

5. Cases Nos. CH/98/174, CH/98/270 and CH/98/280 were directed against both Bosnia and Herzegovina and the Federation of Bosnia and Herzegovina, whereas Cases Nos. CH/98/180 and CH/98/268 were initially directed against the Federation of Bosnia and Herzegovina. The Chamber considered, however, that the applicants' complaints raised issues which might in all cases engage the responsibility of both the State and the Federation of Bosnia and Herzegovina. It therefore decided to treat all cases as being directed against both the State and the Federation (see, e.g., the *Medan and Others* decision, loc. cit., paragraphs 28-30 and 44-47).

6. On 14 April, 6 June, 25 June and 18 September 1998 the Second Panel decided pursuant to Rule 49(3)(b) of the Rules of Procedure to transmit the applications to the respondent Parties for observations on their admissibility and merits.

7. The Federation of Bosnia and Herzegovina submitted observations on 8 June, 28 August and 28 October 1998. The State of Bosnia and Herzegovina did not submit any observations. The applicants replied between July and October 1998. In accordance with the Chamber's order for the proceedings in the respective cases, all applicants were afforded the possibility of claiming compensation within the time limit fixed for any reply to observations submitted by a respondent Party. Only the applicant in case CH/98/174 submitted a claim for compensation.

8. The Second Panel deliberated on the admissibility and the merits of the cases on 13 March 1999. Under Rule 34 of its Rules of Procedure, it decided to join the applications and adopted the present decision.

III. ESTABLISHMENT OF THE FACTS

A. Relevant domestic law

9. The apartments occupied by the applicants were all socially owned property over which the JNA had jurisdiction. Such property was considered to belong to society as a whole. Each applicant enjoyed an occupancy right in respect of his or her apartment. An occupancy right was a right, subject to certain conditions, to occupy an apartment on a permanent basis.

10. Each of the purchasers contracted to buy his or her apartment under the Law on Securing Housing for the Yugoslav National Army (Official Gazette of the Socialist Federal Republic of

Yugoslavia, No. 84/90). This Law came into force on 6 January 1991. In the following years a number of Decrees with force of law were issued by the Government of the Socialist Republic of Bosnia and Herzegovina, and the Presidency of the Republic of Bosnia and Herzegovina (confirmed as laws by the Parliament of the Republic of Bosnia and Herzegovina) with the aim of regulating social property issues in general and social property over which the JNA had jurisdiction in particular (see the Chamber's decision in the cases of *Medan and Others*, loc. cit., paragraphs 9-13). These legal instruments included, amongst others, a Decree imposing a temporary prohibition on the sale of socially owned property, issued on 15 February 1992 by the Government of the Socialist Republic of Bosnia and Herzegovina (Official Gazette of the Socialist Republic of Bosnia and Herzegovina, No. 4/92). Subsequently, a Decree with force of law, issued on 3 February 1995 by the Presidency of the Republic (Official Gazette of the Republic of Bosnia and Herzegovina, No. 5/95), ordered courts and other state authorities to adjourn proceedings relating to the purchase of apartments and other properties under the Law on Securing Housing for the JNA. This Decree entered into force on 10 February 1995, the date of its publication in the Official Gazette. On 22 December 1995 the Presidency of the Republic of Bosnia and Herzegovina issued a Decree with force of law (Official Gazette, No. 50/95) stating that contracts for the sale of apartments and other property concluded on the basis of, *inter alia*, the Law on Securing Housing for the JNA were retroactively annulled. This Decree entered into force on the same day. It was confirmed as a law by the Assembly of the Republic of Bosnia and Herzegovina on 18 January and promulgated on 25 January 1996 (Official Gazette, No. 2/96).

11. The Decree of 22 December 1995 also provided that questions connected with the purchase of real estate which was the subject of annulled contracts would be resolved under a law to be adopted in the future. On 6 December 1997 the Law on the Sale of Apartments with Occupancy Right came into force (Official Gazette of the Federation, No. 27/97). This law was amended by a law of 23 March 1998 (Official Gazette, No. 11/98). Neither law affected the annulment of the present applicants' contracts.

B. The individual cases

12. Four of the applicants are former employees of the JNA. The applicant in Case No. CH/98/268 is the wife of a deceased former employee of the JNA. The facts of the cases as they appear from the applicants' respective submissions and the documents in the case file are not in dispute. It should be noted that the amount paid by each of the purchasers at or around the moment of contracting to purchase an apartment (henceforth "the purchase price") does not necessarily reflect the officially determined price of the dwelling. This is because the applicants were only obliged to pay the difference between the last-mentioned price and their earlier accumulated contribution to the JNA Housing Fund. For instance, in Case No. CH/98/268 the applicant was required to pay 0 dinars on top of such contribution.

13. It should be further noted that in Case No. CH/98/174 the applicant instituted court proceedings seeking to establish that she was entitled to recognition as owner of the apartment. It appears from the files that the other five applicants did not attempt to initiate court proceedings. Several applicants stated that their reason for this was the compulsory adjournment of civil proceedings under Decree No. 5/95.

14. The facts of these cases may be summarised as follows:

1. The case of Mr. Ivan VIDOVIĆ (CH/98/174)

15. On 15 March 1992 the applicant concluded a purchase contract for a JNA apartment at Šoše Mažara No. 5A (now Grozd No.13), Travnik, and paid the purchase price due (319, 182 Dinars).

16. On 26 September 1995 the applicant submitted an application to the Court of First Instance Travnik seeking to establish that he was entitled to recognition as owner of the apartment and to be registered in the Land Registry as such. On 4 June 1996 the Court issued a decision adjourning the applicant's case under the Decree of 3 February 1995, (Official Gazette No. 5/95). The proceedings have remained adjourned since.

2. The case of Mr. Slavko GLIGORIĆ (CH/98/180)

17. On 7 March 1992 the applicant concluded a purchase contract for a JNA apartment at Maršala Tita No. 62, Tuzla, and paid the purchase price due (100,989 Dinars).

3. The case of Mrs. L.R. (CH/98/268)

18. In February 1992 the applicant's deceased husband concluded a purchase contract for a JNA apartment at the street of Buka (formerly Stake Skenderove), Sarajevo, and paid the purchase price due (830, 299 Dinars).

4. The case of Mrs. Stanojka ŠUTALO (CH/98/270)

19. On 28 October 1991 the applicant concluded a purchase contract for a JNA apartment at Igmanska No.9/IV, Sarajevo, and paid the purchase price due (454,513 Dinars).

5. The case of Mr. Ivan VULIĆ (CH/98/280)

20. On 3 April 1992 the applicant concluded a purchase contract for a JNA apartment at Slatina No. 3 (formerly Bratstva i jedinstva No. 12), Tuzla, and paid the purchase price due (90,869 Dinars).

IV. COMPLAINTS

21. The applicants essentially complain that the retroactive annulment of the purchase contracts in question and the compulsory adjournment of civil proceedings under the Decree No. 5/95 (see paragraphs 10-11 above) involved violations of their rights under Article 6 and 13 of the Convention and Article 1 of Protocol 1 to the Convention.

V. SUBMISSIONS OF THE PARTIES

A. The respondent Parties

1. Bosnia and Herzegovina

22. No observations have been received from the State of Bosnia and Herzegovina.

2. The Federation of Bosnia and Herzegovina

23. The Federation of Bosnia and Herzegovina primarily refers to the liability of the State of Bosnia and Herzegovina for the impugned measures. Regarding the succession of the former SFRJ, the Federation maintains that it is impossible for the Federation to fulfil its obligations flowing from the Chamber's decision in *Medan and Others* (loc. cit.).

24. The Federation furthermore argues that the Chamber lacks competence *ratione temporis* to deal with the cases. In some of the cases the Federation, moreover, argues that the cases have been lodged past the six months' period stipulated in Article VIII(2)(a) of the Agreement, since the essential grievance concerns the Decree of 22 December 1995 which was adopted as law in January 1996. This enactment constituted the "final decision" within the meaning of Article VIII(2)(a) of the Agreement. Consequently, the applications should have been lodged by July 1996.

25. It is further alleged that the issue at stake in these cases is the constitutionality of a law and not the infringement of human rights. These cases would therefore fall within the jurisdiction of the Constitutional Court. Moreover, the impugned legal acts were designed to support those citizens who were prevented from buying JNA apartments and to protect State property. The measures were therefore justified under the second paragraph of Article 1 of Protocol No. 1 to the Convention.

B. The Applicants

26. The applicants maintain their complaints. Regarding the Federation's argument that other citizens were not treated equally to those who had the opportunity to purchase JNA apartments, the applicants stress the fact that the purchasers were all employees of the former JNA and had contributed to the Army Housing Fund. The apartments they purchased were constructed with means from this fund and not from the Housing Fund of the then Republic of Bosnia and Herzegovina. Consequently, the applicants cannot be compared with those who did not contribute to the Army Housing Fund.

VI. OPINION OF THE CHAMBER

A. Admissibility

27. Before considering the cases on their merits the Chamber must decide whether to accept them, taking into account the admissibility criteria set out in Article VIII(2) of the Agreement which, so far as relevant, provides as follows:

> "2. The Chamber shall decide which applications to accept ... . In so doing the Chamber shall take into account the following criteria:
>
> (a) Whether effective remedies exist, and the applicant has demonstrated that they have been exhausted and that the application has been filed with the Commission within six months from such date on which the final decision was taken.
>
> ...
>
> (c) The Chamber shall also dismiss any application which it considers incompatible with this Agreement, ... "

28. In accordance with generally accepted principles of international law, it is outside the competence of the Chamber *ratione temporis* to decide whether events occurring before the coming into force of the Agreement on 14 December 1995 gave rise to violations of human rights. Evidence relating to such events may, however, be relevant as a background to events which occurred after the Agreement entered into force. Moreover, in so far as an applicant alleges a continuing violation of his rights after 14 December 1995, the case may fall within the Chamber's competence *ratione temporis* (*see Bastijanović* v. *Bosnia and Herzegovina and The Federation of Bosnia and Herzegovina*, Case No. CH/96/8, decision of 4 February 1997, Decisions 1996-97).

29. The Chamber recalls that the present cases were introduced between January and February 1998. The applicants essentially complain about the effects of the decrees of 3 February and 22 December 1995. In previous JNA cases the Chamber has found the Federation to be in violation of the Agreement because of its recognition and application of those decrees (see, e.g., the aforementioned *Medan and Others* decision, loc. cit., paragraphs 38 and 41). The present applicants must also be understood as alleging that the effects of those decrees have been ongoing up to this day. The Chamber notes that the Decree of 22 December 1995 also provided that questions connected with the purchase of real estate which was the subject of annulled contracts would be resolved under a new law to be adopted in the future. Indeed, legislation to that effect was enacted in December 1997 and March 1998 (see paragraph 11 above). In these circumstances the Chamber is unable to identify any "final decision" whereby the six months' period stipulated in Article VIII(2)(a) could be considered to have commenced on 18 January 1996. Given this ongoing situation, the Chamber is also competent *ratione temporis* to examine the present cases. It follows that the Federation's objections must be rejected.

30. The Federation of Bosnia and Herzegovina argues that the present cases would fall within the jurisdiction of the Constitutional Court and presumably be incompatible with the Agreement within the meaning of Article VIII(2)(c) (see paragraph 25 above). However, the Chamber recalls that it is competent to consider "alleged and apparent violations of human rights as provided in the European Convention for the Protection of Human Rights and Fundamental Freedoms and the Protocols thereto" (Article II(2)(a) of the Agreement). The Federation's argument must therefore be rejected.

31. In the case of *Blentić v. Republika Srpska* (Case No. CH/96/17, decision of 3 December

1997, paragraphs 19-21, with further reference) the Chamber considered the admissibility criterion in Article VIII(2)(a) of the Agreement in light of the corresponding requirement in Article 35 (formerly Article 26) to the Convention to exhaust domestic remedies. It noted that the European Court of Human Rights has found that such remedies must be sufficiently certain not only in theory but in practice, failing which they will lack the requisite accessibility and effectiveness. The Court has, moreover, considered that in applying the rule on exhaustion it is necessary to take realistic account not only of the existence of formal remedies in the legal system of the Contracting Party concerned but also of the general legal and political context in which they operate as well as of the personal circumstances of the applicants.

32. In the present case neither Party has argued, for the purposes of Article VIII(2)(a) of the Agreement, that an effective remedy was available to the applicants. Under the Decree of 3 February 1995 courts and other state authorities were to adjourn proceedings relating to the purchase of JNA apartments and under the Decree of 22 December 1995 the contracts for the sale of these apartments were retroactively declared invalid (see paragraphs 10 and 11 above).

33. The experience of the applicant who instituted court proceedings in these cases considered together with attempts made by previous applicants before the Chamber, indicates that redress was not available through the courts. Accordingly, the Chamber finds that none of the applicants had any effective remedies available to them within the meaning of Article VIII(2)(a) of the Agreement.

34. Neither respondent Party has raised any other objection to the admissibility of the applications in light of the criteria set out in Article VIII(2) of the Agreement.

35. The Chamber concludes therefore, that all the applications, including those where the applicants did not institute any court proceedings, are admissible.

B. Merits

36. Under Article XI of the Agreement the Chamber must next address the question whether the facts established above indicate a breach by one or both of the respondent Parties of its or their obligations under the Agreement. In terms of Article I of the Agreement the Parties are obliged to "secure to all persons within their jurisdiction the highest level of internationally recognised human rights and fundamental freedoms", including the rights and freedoms provided for in the Convention. The Chamber will therefore consider whether the retroactive annulment of the applicants' purchase contracts and the compulsory adjournment of any related civil proceedings constitutes a breach of the applicants' rights under Article I of the Agreement.

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

37. The applicants complain that the contracts which they entered into for the purchase of their apartments were annulled retroactively by the Decree issued on 22 December 1995, which was confirmed as a law on 18 January 1996 and later promulgated on 25 January 1996 (*Official Gazette* of RBiH, No. 2/96). They allege a breach of Article 1 of Protocol No. 1 to the Convention, which is in the following terms:

> "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."

38. As to whether, at the time when the December 1995 Decree came into force, the applicants had any rights under their contracts which constituted "possessions" for the purposes of Article 1 of Protocol No. 1, the Chamber refers to its decisions in the cases of *Medan and Others* (loc. cit., paragraph 33). The answer to this question is therefore affirmative. The effect of the Decree was to annul those rights and the applicants were therefore deprived of their possessions. It is accordingly

necessary for the Chamber to consider whether these deprivations were justified under Article 1 of the Protocol as being "in the public interest" and "subject to the conditions provided for by law".

39. The Federation of Bosnia and Herzegovina argues that the legal acts in question were designed to equalise the applicants' positions with those who were prevented from buying JNA apartments and to protect State property. These acts would therefore correspond with the requirements of Article 1 paragraph 2 of Protocol No. 1 to the Convention and justify the measures concerned in the present cases.

40. The applicants stress the fact that the purchasers were all employees of the former JNA and had contributed to the Army Housing Fund. The apartments in question were constructed with means from this fund and not from the Housing Fund of the then Republic of Bosnia and Herzegovina. Consequently, the purchasers cannot be compared with those who had not contributed to the Army Housing Fund.

41. The Chamber finds that there is no material distinction between the present cases and those of *Medan and Others* (loc. cit.), *Podvorac and 15 other JNA cases* (Case No. CH/96/2 et al., decision on the admissibility and merits of 12 June 1998, Decisions and Reports 1998), *Grbavac and 26 other JNA cases* (Case No. CH/97/81 et al., decision on the admissibility and merits of 15 January 1999) and *Ostojic and 31 other JNA cases* (Case No. 97/82 et al., decision on the admissibility and merits of 15 January 1999). Moreover, the new legislation issued after the Chamber's decision in *Medan and Others* (see paragraph 10 above) did not change the present applicants' situation (see also the aforementioned *Grbavac* and *26 other JNA cases* and *Ostojić* and *31 other JNA cases)*. Accordingly, the Chamber finds, as in the earlier JNA cases decided on the merits, that the present applicants were also made to bear an "individual and excessive burden" and that there has been a violation of Article 1 of Protocol No. 1 to the Convention.

2. Article 6 of the Convention

42. Applicant Vidović (CH/98/174) complains that the civil proceedings instituted with a view to obtaining recognition of his ownership and registration in the Land Registry, have been compulsorily adjourned by virtue of the February 1995 Decree. There is an apparent breach of Article 6 of the Convention in this respect. Those applicants who did not institute proceedings allege a violation of Article 6 on the ground that the aforementioned Decree deprived them of their right of access to court. Article 6 reads, as far as relevant, as follows:

> "1. In the determination of his civil rights and obligations….everyone is entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law…"

43. As in the cases of *Medan and Others* and the other *JNA* cases cited above the Chamber notes that the court proceedings in question either were or would have been adjourned after the Decree in question entered into force. As far as the Chamber is aware, this situation has continued up to this day. Accordingly, there is a continuing deprivation of the applicants' right of access to court for the purpose of having their civil claims determined, as guaranteed by Article 6 (see e.g., the Chamber's decision in the cases of *Medan and Others* paragraph 40, and the European Court of Human Rights in the case of *Golder v. United Kingdom*, judgement of 21 February 1975, Series A No. 18, paragraphs 35 and 36). The Chamber sees no justification for this state of affairs in light of the conclusion which it has reached under Article 1 of Protocol 1 to the Convention. It follows that there is a breach of Article 6 of the Convention in the case of each applicant, in so far as the compulsory adjournment of his or her case has or would have continued after 14 December 1995, when the Agreement came into force. Moreover, any proceedings initiated would by now have lasted beyond a "reasonable time" due to the February 1995 Decree.

3. Article 13 of the Convention

44. Some applicants also maintain that they have been the victims of a breach of Article 13 of the Convention in that no effective remedy has been available to them in respect of their complaints. Article 13 provides as follows:

> "Everyone whose rights and freedoms as set forth in this 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."

45. In view of its decision under Article 6(1) of the Convention to the effect that the applicants have been denied access to court to establish their property rights, the Chamber considers it unnecessary also to examine the complaints under Article 13. The requirements of Article 13 are less strict than those of Article 6 and are absorbed by the latter (see, e.g., European Court of Human Rights, *Hentrich v. France* judgment of 22 September 1994, Series A No. 296, para. 65).

VII. REMEDIES

46. Under Article XI paragraph 1(b) of the Agreement the Chamber must also address the question what steps shall be taken by the respondent Party or Parties to remedy the breaches of the Agreement which it has found.

47. The Chamber notes that the legal situation remains essentially the same as that which it addressed in its decisions in the cases of *Medan and Others* and the other JNA cases mentioned above. It is therefore appropriate to make orders similar to those issued in those cases.

48. The breaches of Article 1 of Protocol No. 1 arose from the legislation already referred to. The State is responsible for having passed that legislation, but the matters which it deals with are now within the responsibility of the Federation, which recognises and applies this legislation. In these circumstances the Chamber considers that it is the responsibility of the Federation to take the necessary legislative or administrative action to render ineffective the annulment of the purchase contracts in question. It will therefore make an order against the Federation to that effect.

49. The Chamber will also order the Federation to take all necessary steps to lift the compulsory adjournment of the court proceedings instituted by the applicant in Case No. CH/98/174 and which the Chamber has found to be in violation of Article 6 of the Convention, and to take all necessary steps to secure the applicants' right of access to court.

50. With regard to possible compensatory awards, the Chamber first recalls that in accordance with its order for the proceedings in the respective cases, all applicants were afforded the possibility of claiming compensation within the time limit fixed for any reply to observations submitted by a respondent Party.

51. Only one of the applicants, Mr. Vidović (CH/98/174) claims compensation amounting to a total of 37,800 DEM: 36,000 DEM for the removal in January 1995 of furniture and items from the apartment and 1,800 DEM for lawyer's fees. The applicant accounted for the lawyers' for the fees as follows: 450 DEM for the submission of an application to the domestic court, 450 DEM for representing the applicant before the domestic court, 450 DEM for the submission of the application before the Chamber, and 450 DEM for the applicant's observations to the Chamber.

52. The respondent Parties have not commented on the above claim.

53. The Chamber first recalls that its jurisdiction *ratione temporis* is limited to the period after the entry into force of the Agreement on 14 December 1995. This means that the Chamber cannot award any compensation for damage suffered before that date or relating to events before that date. Compensation may be awarded in particular in respect of pecuniary or non-pecuniary (moral) damage as well as for costs and expenses incurred by the applicants in order to prevent the breach found or to obtain redress therefor. Any costs and expenses claimed should be specified (see, e.g., CH/96/30, *Damjanović v. The Federation of Bosnia and Herzegovina*, decision of 11 March 1998, Decisions and Reports 1998, p. 80, paragraph 23).

54. The Chamber notes that part of the compensation claim relates to loss of property allegedly suffered in January 1995, i.e. prior to the entry into force of the Agreement. This part of the claim must therefore be rejected. As for the remainder of the claim, the Chamber finds it appropriate, taking

into account the Advocates' Tariff, to award the applicant a total of 200 KM in compensation for legal costs and expenses incurred in the proceedings before the Court in Travnik in 1996 and before the Chamber (50 and 150 KM, respectively; see *Ostojić and 31 Other JNA Cases,* loc. cit., paragraph 123).

VIII. CONCLUSIONS

55. For the above reasons, the Chamber decides:

1. unanimously, to declare the applications admissible;

2. unanimously, that the passing of legislation providing for the retroactive nullification of the purchase contracts in question violated the applicants' rights under Article 1 of Protocol No. 1 to the Convention, Bosnia and Herzegovina thereby being in breach of its obligations under Article I to the Agreement;

3. unanimously, that the recognition and application of the legislation providing for the retroactive nullification of the purchase contracts in question has violated the applicants' rights under Article 1 of Protocol No. 1 to the Convention, the Federation thereby being in breach of its obligations under Article I of the Agreement;

4. unanimously, that the continuing adjournment after 14 December 1995 of court proceedings aiming at formal recognition of the applicants' property rights (whether or not actually initiated by them) has violated their right of access to a court and to a hearing within a reasonable time as guaranteed by Article 6 of the Convention, the Federation thereby being in breach of its obligations under Article I of the Agreement;

5. unanimously, that it is unnecessary to examine the applicants' complaints based on Article 13 of the Convention;

6. unanimously, to order the Federation to render ineffective the annulment of the purchase contracts in question imposed by the Decree of 22 December 1995 and the Law of 18 January 1996;

7. unanimously, to order the Federation to take effective steps to lift the adjournment by the Decree of 3 February 1995 of court proceedings aiming at formal recognition of the applicants' property right and to take all necessary steps to secure in this matter their right of access to court and to a hearing within a reasonable time;

8. unanimously, to order the Federation to pay applicant Vidović (CH/98/174), within three months of this decision, 200 KM in compensation for fees and expenses;

9. unanimously, to reject the remainder of his claim for compensation;

10. unanimously, to order that simple interest at an annual rate of four per cent will be payable over the awarded sums or any unpaid portion thereof, from the date of expiry of the above-mentioned three month period until the date of settlement; and

11. unanimously, to order the Federation to report to it by 14 August 1999 on the steps taken by it to give effect to this decision.

(signed)
Leif BERG
Registrar of the Chamber

(signed)
Giovanni GRASSO
President of the Second Panel