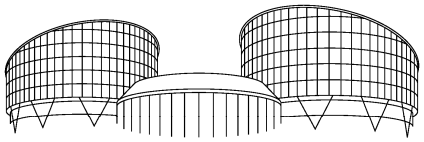

EUROPEAN COURT OF HUMAN RIGHTS
COUR EUROPÉENNE DES DROITS DE L'HOMME

SECOND SECTION

CASE OF AKTIVA DOO v. SERBIA

(Application no. 23079/11)

JUDGMENT
(Just satisfaction – striking out)

STRASBOURG

Art 39 • Friendly settlement

14 June 2022

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 Aktiva DOO v. Serbia,

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

Jon Fridrik Kjølbro, *President,*
Egidijus Kūris,
Branko Lubarda,
Pauliine Koskelo,
Jovan Ilievski,
Gilberto Felici,
Saadet Yüksel, *judges,*
and Hasan Bakırcı, *Section Registrar,*

Having deliberated in private on 24 May 2022,

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

PROCEDURE

1. The case originated in an application (no. 23079/11) against the Republic of Serbia lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") by a Serbian company, Aktiva DOO ("the applicant company"), on 28 March 2011.

2. In a judgment delivered on 19 January 2021 ("the principal judgment"), the Court found, *inter alia*, that there had been a violation of Article 1 of Protocol No. 1 to the Convention on account of the fact that the confiscation of the applicant company's goods had been disproportionate and had imposed an excessive burden on it (see *Aktiva DOO v. Serbia*, no. 23079/11, §§ 76-87, 19 January 2021).

3. Under Article 41 of the Convention the applicant company originally claimed 309,781 euros (EUR) in respect of pecuniary damage: EUR 143,336 for actual damage and EUR 166,445 for loss of profit.

4. Since the question of the application of Article 41 of the Convention was not ready for decision as regards pecuniary damage, the Court reserved it and invited the Government and the applicant to submit, within three months from the date on which the principal judgment became final, their written observations on that issue and, in particular, to notify the Court of any agreement they might reach (see paragraph 93 of the principal judgment and point 6 of the operative provisions). At the same time, the Court awarded costs and expenses to the applicant company but considered that the finding of a violation constituted in itself sufficient just satisfaction in respect of any non-pecuniary damage.

5. On 16 and 18 March 2022, respectively, the Court received friendly-settlement declarations duly signed by both parties under which the applicant company agreed to waive any further claims against Serbia in respect of the facts giving rise to this application, subject to an undertaking

by the Government to pay it EUR 149,801.29 for loss of profit and 16,926,641 Serbian dinars (RSD) for actual damage (the market value of the goods which had been seized and later sold) to cover the pecuniary damage suffered by the seizure of 205,670 kg of corrugated iron rods. The sum in respect of loss of profit will be converted into the national currency of the respondent State at the rate applicable on the date of payment. These sums will be payable within three months from the date of notification of the decision taken by the Court. In the event of failure to pay these sums within the said three-month period, the Government have undertaken to pay simple interest on them, from the expiry of that period until settlement, at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points. The payment will constitute the final resolution of the case.

THE LAW

6. The Court takes note of the friendly settlement reached between the parties (Article 39 of the Convention). It is satisfied that the settlement is based on respect for human rights as defined in the Convention and the Protocols thereto and finds no reasons to justify a continued examination of the application (Article 37 § 1 *in fine* of the Convention and Rule 62 § 3 of the Rules of Court).

7. In view of the above, it is appropriate to strike the case out of the list.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Takes note* of the agreement between the parties and the arrangements made to ensure compliance with the undertakings given therein (Rule 43 § 3 of the Rules of Court);

2. *Decides* to strike the application out of its list of cases in accordance with Article 39 of the Convention.

Done in English, and notified in writing on 14 June 2022, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Hasan Bakırcı Registrar	Jon Fridrik Kjølbro President