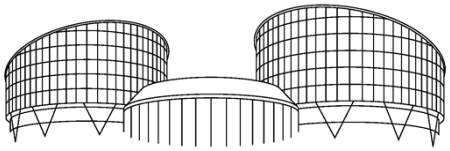

EUROPEAN COURT OF HUMAN RIGHTS
COUR EUROPÉENNE DES DROITS DE L'HOMME

FIFTH SECTION

CASE OF SEKSIMP GROUP SRL v. THE REPUBLIC OF MOLDOVA

(Application no. 30085/13)

JUDGMENT
(Just satisfaction)

Art 41 • Just satisfaction • Award for pecuniary damage sustained from violations of Art 6 § 1 and Art 1 P1 stemming from the enforcement of an order, issued against the applicant company without sufficient reasoning, to pay compensation which resulted in the sale of its property, all without its knowledge

Prepared by the Registry. Does not bind the Court.

STRASBOURG

4 June 2026

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 Seksimp Group SRL v. the Republic of Moldova,

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

Kateřina Šimáčková*, President*,
Gilberto Felici,
Andreas Zünd,
Diana Sârcu,
Vahe Grigoryan,
Sébastien Biancheri,
Nicholas Emiliou*, judges*,
and Victor Soloveytchik, *Section Registrar,*

Having deliberated in private on 13 May 2026,

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

PROCEDURE

1. The case concerns a private dispute over the alleged failure to fulfil the contractual obligations of a tenancy agreement, following which the domestic courts ordered the applicant company to pay an allegedly disproportionate amount of compensation without providing sufficient reasoning. The applicant company relied on Article 6 § 1 of the Convention and on Article 1 of Protocol No. 1 to the Convention.

2. In a judgment delivered on 15 May 2025 ("the principal judgment"), the Court held that, despite the reopened domestic proceedings, the applicant company could still claim to be a "victim" of the alleged violations; there had been a violation of Article 6 § 1 of the Convention in relation to the lack of adequate reasoning in the domestic courts' judgments; and the State had failed to discharge its positive obligation under Article 1 of Protocol No. 1 to the Convention to set up a proper forum allowing the applicant company to assert its rights effectively (*Seksimp Group SRL v. the Republic of Moldova*, no. 30085/13, §§ 29, 49 and 60, 15 May 2025).

3. Under Article 41 of the Convention the applicant company sought just satisfaction in the amount of 997,677,050 euros (EUR) in respect of pecuniary damage. The applicant company did not make a claim in respect of non-pecuniary damage nor for costs and expenses.

4. Since the question of the application of Article 41 of the Convention was not ready for decision, the Court reserved it and invited the Government and the applicant company to submit, within three months, their written observations on that issue and, in particular, to notify the Court of any agreement they might reach (ibid., § 64, and point 5 of the operative provisions).

5. After the delivery of the principal judgment, on 12 November 2025 the Supreme Court of Justice finally rejected the Government Agent's request for an additional decision (*încheiere suplimentară*) (see § 25 of the principal

judgment). The Supreme Court of Justice held that the Court had found violations on the merits – which excluded any repeated finding of a violation of the Convention by the Supreme Court of Justice – and "had left to the domestic courts the exclusive task of solving matters relating to the application of Article 41 of the Convention, in particular the award in respect of pecuniary damage to the applicant company". The Supreme Court of Justice also noted that the domestic law provided for the Government Agent's – and not the domestic courts'– competence to acknowledge a violation of the Convention and to order the necessary measures of redress.

6. The applicant company and the Government failed to reach an agreement as regards pecuniary damage during the time-limit set. The parties accordingly filed submissions concerning the question of pecuniary damage, which were transmitted to the other party for comment.

THE LAW

APPLICATION OF ARTICLE 41 TO THE CONVENTION

7. 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. The parties' submissions

1. The applicant company

8. Following the delivery of the principal judgment, the applicant company repeated its claims for just satisfaction previously submitted to the Court in the main proceedings (see paragraph 3 above and § 62 of the principal judgment). In particular, the applicant company sought 997,677,050 euros (EUR) in respect of pecuniary damage, consisting of the value of the property sold at auction in the enforcement proceedings (EUR 3,435,380) and lost profit (EUR 994,241,670).

9. The applicant company submitted that its assets had been sold at several auctions as a result of the illegal acts of the domestic courts. For that reason, there was a clear causal link between the damage claimed by the applicant company – consisting of the value of the lost property and lost profit – and the violation found concerning the unlawful deprivation of property.

10. In support of its claims the applicant company submitted valuation report summaries issued in 2022 by an independent and certified evaluator in respect of various assets sold at several auctions. The 2022 valuation report assessed their investment value at 67,365,049 Moldovan lei (MDL – equivalent to EUR 3,435,380 at the time). In particular, the assets sold at the

auction of 12 September 2011 (a plot of land and 15 buildings, hereinafter "property A") were valued at MDL 65,439,951 (equivalent to EUR 3,337,207 at the time). A plot of land sold at the auction 24 September 2012 (hereinafter "property B") was valued at MDL 349,436 (equivalent to EUR 17,820 at the time). Another plot of land with two buildings sold at the auction of 24 September 2012 (hereinafter "property C") were valued at MDL 212,426 (equivalent to EUR 10,833 at the time). Another plot of land and a building sold at the auction of 24 September 2012 (hereinafter "property D") was valued at MDL 640,005 (equivalent to EUR 32,638 at the time). Another plot of land sold at the auction of 24 September 2012 (hereinafter "property E") was valued at MDL 222,804 (equivalent to EUR 11,362 at the time). Two flats sold at an auction on 7 November 2013 (hereinafter "property F") were valued together at MDL 500,427 (equivalent to EUR 25,520 at the time).

11. In respect of lost profits, the applicant company submitted four different business projects related to the assets sold at auction, for a total of MDL 19,563,648,804 (equivalent to EUR 994,241,670 at the time). According to the applicant company, an ostrich farm to be developed on property A could have yielded a gross revenue of EUR 958,997,000 from 2012 to 2022. A housing development project on property B could have yielded a gross revenue of EUR 10,022,465 from 2013 to 2022. A mid-size waterpark developed on property C could have yielded EUR 25,084,779 in gross revenue from 2013 to 2022. A rental project in respect of property F could have resulted in EUR 137,426 in gross revenue from 2014 to 2022.

12. The applicant company submitted that its assets had been sold at auction as a result of the illegal acts of the domestic courts. For that reason, there was a clear causal link between the damage claimed by the applicant company – consisting of the value of the lost property and lost profit – and the violation found concerning the unlawful deprivation of property.

2. The Government

13. The Government referred to the reopened proceedings which were pending before domestic courts (see §§ 23-24 of the principal judgment and paragraph 5 above) and submitted primarily that the application of Article 41 of the Convention should be left to the national courts within those proceedings, which were to resolve the dispute between private parties on the basis of the evidence presented by them. At the same time, the Government emphasised that the State's responsibility would not be engaged if the private debtor were unable to pay the compensation ordered by the domestic courts.

14. Alternatively, the Government argued that the applicant company's claims in respect of pecuniary damage were unsubstantiated, speculative and excessive. In respect of the value of property A, the Government submitted an expert report prepared by the National Centre for Judicial Expert Reports in 2025. According to that report, on 1 June 2010 the value of property A amounted to MDL 6,537,622 (equivalent to EUR 404,073 at the time) and on

1 December 2025 the same property was evaluated at MDL 11,222,607 (equivalent to EUR 563,103 at the time). In their submissions the Government emphasised that the increase in the property's value over the years accounted for the investments made by its current owner.

15. As regards the claims in respect of lost profits, the Government submitted a bailiff's report dated 9 July 2025 which concluded that the area of the plot could not accommodate an ostrich farm of 3,000-3,500 birds, rather a maximum of 800 birds. Furthermore, because the plot of land could only be legally exploited for agriculture, a development project of 100 houses was highly speculative. Moreover, the bailiff's report cited poor infrastructure and pollution in the area, which made such development projects less feasible. In their submissions the Government referred to the absence of any explanation as to how those multiple projects – an ostrich farm, a housing development project and a water park – could simultaneously be pursued on the same plot of land.

B. The Court's assessment

1. General principles

16. The Court firstly reiterates that, as a rule, the requirement that domestic remedies should be exhausted, including the option of reopening the proceedings, does not apply to just satisfaction claims submitted to the Court under Article 41 (see *S.L. and J.L. v. Croatia* (just satisfaction), no. 13712/11, § 15, 6 October 2016, with further references).

17. The Court has held that the nature and the extent of the just satisfaction to be afforded under Article 41 of the Convention directly depend on the nature of the breach found, and there must be a clear causal connection between the damage claimed by the applicant and the breach. The Court enjoys a certain discretion in the exercise of the power conferred by Article 41, as is borne out by the adjective "just" and the phrase "if necessary" in its text. Indeed, Article 41 empowers the Court to afford the injured party such satisfaction as appears to it to be appropriate, if national law does not allow – or allows only partial – reparation to be made (see, among other authorities, *Comingersoll S.A. v. Portugal* [GC], no. 35382/97, § 29, ECHR 2000-IV; *Shesti Mai Engineering OOD and Others v. Bulgaria*, no. 17854/04, § 101, 20 September 2011; and *Kryvenkyy v. Ukraine*, no. 43768/07, § 52, 16 February 2017). If domestic law and the nature of the injury suffered by the applicant make such reparation possible, the Court takes that into consideration under Article 41, sometimes applying an appropriate reduction of the just satisfaction award and sometimes declining to make any award at all (see *Shesti Mai Engineering OOD and Others,* cited above, § 101).

2. Application of those principles to the present case

18. The Court notes from the outset that the violations found in the principal judgment stemmed from the first-instance court's decision which had ordered, without adequate reasons, the applicant company to pay a private company MDL 1,219,000 (equivalent to EUR 72,370 at the time), and the enforcement of that order which had resulted in the sale of the applicant company's property, all without its knowledge. In particular, the Court noted that the applicant company only became aware of the judgment of the first-instance court in October 2011 after it had already been enforced and the applicant company's property sold at auction. The Court concluded that the applicant company was not provided with a proper forum to assert its rights effectively, because the appellate and cassation courts upheld the first-instance court's decision and failed to provide reasons in response to the important points made by the applicant company (see §§ 47-49 and 57-59 of the principal judgment).

19. The Court also notes that the applicant company argued that its assets (namely property A) were sold at the auction of 12 September 2011 for a total amount of MDL 891,500 (equivalent to EUR 53,995). As regards the auction, the Court found in the principal judgment that while the applicant company could have challenged the auction and the enforcement proceedings, it had had no chance of stopping the auction and the enforcement as long as the judgment of the first-instance court in the main proceedings remained in force (see § 58 of the principal judgment).

20. In the present case, the violation of Article 1 of Protocol No. 1 was based on a finding that the respondent State had not complied with its positive obligations to protect the applicant company's rights. This cannot be equated to a deprivation of property and, in the Court's view, the compensation to be awarded does not have to reflect the idea of a total elimination of the consequences of the breach (see *Shesti Mai Engineering OOD and Others*, cited above, § 102, and *Nikolay Kostadinov v. Bulgaria* (just satisfaction), no. 21743/15, § 22, 2 April 2024). However, the applicant must be regarded to have suffered some real loss of opportunity (see *Shesti Mai Engineering OOD and Others*, cited above, § 102, and *Papachela and AMAZON S.A. v. Greece*, no. 12929/18, § 74, 3 December 2020).

21. The Court is unable, however, to accept the applicant company's proposal for the estimation of the quantum of pecuniary damage (see paragraphs 8-12 above) for the reasons below. The applicant company's claim is based on the premise that full reparation is needed, as if the case concerned deprivation of property, which, as noted, it does not.

22. The Court observes that the applicant company's possessions were transferred to their procedural adversaries as a result of the enforcement of judicial decisions which it found to have been incompatible with Article 1 of Protocol No. 1. While it can be assumed that, had it not been for the breach, the applicant company would have retained its ownership over its assets and

may have pursued its business development projects (see *Shesti Mai Engineering OOD and Others*, cited above, § 102), the fact remains that the Court cannot know with certainty what the outcome of the events would have been had the State complied with its positive obligations under Article 1 of Protocol No. 1 in providing a proper forum for the settlement of disputes (see *Sovtransavto Holding v. Ukraine* (just satisfaction), no. 48553/99, § 55, 2 October 2003).

23. Unlike other cases where the Court found that a reopening of the civil proceedings and a review of the matter in the light of the principles it has identified in the principal judgment would be the most appropriate means of affording reparation to the injured party (see *Vulakh and Others v. Russia*, no. 33468/03, § 54, 10 January 2012), the Court notes that in the present case the already pending reopened proceedings can only provide for a partial redress of the applicant company's situation.

24. Namely, the primary factor in the fraudulent takeover of the applicant company's assets was not only the domestic courts which ordered the applicant company to pay an amount of money to a private company, but the enforcement of that court order through the auction of the assets at a price considerably lower than their market price. The valuation report provided by the Government does not dispute that the value of property A in 2010 was around EUR 405,000, which is significantly higher than EUR 53,995 – the price for which it had been auctioned in 2011 (see paragraphs 14 and 19 above).

25. Furthermore, in respect of the pending reopened proceedings, the Government emphasised that the State's responsibility would not be engaged if the private debtor were unable to pay the compensation ordered by the domestic courts. The Court thus concludes that while the reopening may mitigate the applicant company's situation concerning the sum it had been ordered to pay the other party (EUR 72,370, see paragraph 18 above), the Government have not shown how these proceedings could compensate the applicant company for losses stemming from the failure by the authorities to abide by their Convention obligations in respect of the related enforcement of the said court order in 2011 in the conditions described in the paragraph above.

26. The Court's assessment as to the amount of pecuniary damage to be compensated therefore takes into account the following considerations.

27. Firstly, in respect of the 2011 auction, the Court observes that the applicant company has not attempted to seek compensation for damage from the undervaluation of property A from the persons concerned (see *Shesti Mai Engineering OOD and Others*, cited above, § 103). The applicant company could have mitigated its losses through such action and this remains valid even bearing in mind that the Court found in the principal judgment that the applicant company had had no chance of stopping the auction as such (see paragraph 19 above).

28. Secondly, the 2022 valuation provided by the applicant company for property A does not clarify the method used nor how the investments made in that property after 2011 may have influenced its current value. The valuation provided the investment value of the property, which as such is defined by the investor's expectations and is not based on clearly identifiable objective standards.

29. Thirdly, the scope of the applicant company's complaints and the principal judgment respectively do not include any consideration about any subsequent auctions organised in 2012 and 2013 to sell the applicant company's assets (see paragraph 10 above). The Court was not informed whether the 2012 and 2013 auctions had taken place in relation to the same proceedings and the applicant company never complained about how those auctions had been conducted. For those reasons, the Court will proceed with an assessment of the applicant company's claim for compensation while only taking into consideration the 2011 auction.

30. Lastly, the applicant company's claims for compensation also concern its business activities and its inability to develop such activities and profit from them after its assets were auctioned. However, the running of such a company implies the taking of risks and a degree of uncertainty as to the use and the profitability of the assets acquired, which renders any loss of profit difficult to quantify (see, among other authorities, *Basarba OOD v. Bulgaria* (just satisfaction), no. 77660/01, § 26, 20 January 2011, and *East West Alliance Limited v. Ukraine*, no. 19336/04, § 251, 23 January 2014).

31. In view of the above considerations, and observing that a precise calculation of the sums necessary to make good the pecuniary losses suffered by the applicant company may be prevented by the inherently uncertain character of the damage flowing from the violation (see *Shesti Mai Engineering OOD and Others*, § 103, and *Papachela and AMAZON S.A.*, § 75, both cited above), the Court considers that it must decide on the amounts to be awarded on the basis of equity. Taking into consideration its above findings, the Court awards the applicant company EUR 560,000. Any tax that may be chargeable should be added to that amount.

32. The Court considers it appropriate that 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*

(a) that the respondent State is to pay the applicant company, within three months from the date on which the judgment becomes final in accordance with Article 44 § 2 of the Convention, EUR 560,000 (five hundred and sixty thousand euros) in respect of pecuniary damage,

plus any tax that may be chargeable, to be converted into Moldovan lei at the rate applicable at the date of settlement;

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

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

Done in English, and notified in writing on 4 June 2026, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Victor Soloveytchik Registrar	Kateřina Šimáčková President