



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

FOURTH SECTION

CASE OF COPECHIM TRADING AG v. SERBIA

(Application no. 39219/22)

JUDGMENT

STRASBOURG

24 October 2024

This judgment is final but it may be subject to editorial revision.

In the case of Copechim Trading Ag v. Serbia,

The European Court of Human Rights (Fourth Section), sitting as a Committee composed of:

Anne Louise Bormann, *President*,

Sebastian Rădulețu,

Mateja Đurović, *judges*,

and Viktoriya Maradudina, *Acting Deputy Section Registrar*,

Having deliberated in private on 3 October 2024,

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

PROCEDURE

1. The case originated in an application against Serbia lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) on 27 July 2022.

2. The applicant company was represented by Mr O. Glišić, a lawyer practising in Belgrade.

3. The Serbian Government (“the Government”) were given notice of the application.

THE FACTS

4. The applicant company’s details and information relevant to the application are set out in the appended table.

5. The applicant company complained of the non-enforcement of a domestic decision.

THE LAW

I. ALLEGED VIOLATION OF ARTICLE 6 § 1 OF THE CONVENTION

6. The applicant company complained of the non-enforcement of a domestic decision given in its favour. It relied on Article 6 § 1 of the Convention.

7. The Court reiterates that the execution of a judgment given by any court must be regarded as an integral part of a “hearing” for the purposes of Article 6. It also refers to its case-law concerning the non-enforcement or delayed enforcement of final domestic judgments (see *Hornsby v. Greece*, no. 18357/91, § 40, *Reports of Judgments and Decisions* 1997-II).

8. In the leading cases of *EVT Company v. Serbia*, no. 3102/05, 21 June 2007, and *Mijatović and Others v. Serbia* [Committee], nos. 50117/13 and 6 others, 23 October 2018, the Court already found a violation in respect of issues similar to those in the present case.

9. Having examined all the material submitted to it, the Court has not found any fact or argument capable of persuading it to reach a different conclusion on the admissibility and merits of these complaints. Notably, the Court has noted that on 17 August 2020 the Commercial Court in Novi Sad stayed the enforcement of the domestic decision under consideration pending the outcome of a constitutional appeal against that decision. However, the constitutional appeal at issue has so far been pending for more than four and a half years (since 23 January 2020) which is excessively long (see, for example, *Milovanović v. Serbia*, no. 56065/10, §§ 84-90, 8 October 2019). Having regard to its case-law on the subject, the Court considers that in the instant case the authorities did not deploy all necessary efforts to enforce fully and in due time the decision in the applicant company's favour.

10. These complaints are therefore admissible and disclose a breach of Article 6 § 1 of the Convention.

II. APPLICATION OF ARTICLE 41 OF THE CONVENTION

11. Regard being had to the documents in its possession and to its case-law (see, in particular, *EVT Company*, and *Mijatović and Others*, both cited above), the Court considers it reasonable to award the sums indicated in the appended table.

12. The Court further notes that the respondent State has an outstanding obligation to enforce the decision which remains enforceable.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Declares* the application admissible;
2. *Holds* that this application discloses a breach of Article 6 § 1 of the Convention concerning the non-enforcement of a domestic decision;
3. *Holds* that the respondent State shall ensure, by appropriate means, within three months, the enforcement of the pending domestic decision referred to in the appended table;
4. *Holds*
 - (a) that the respondent State is to pay the applicant company, within three months, the amounts indicated in the appended table, to be converted into the currency of the respondent State 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 amounts at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points.

COPECHIM TRADING AG v. SERBIA JUDGMENT

Done in English, and notified in writing on 24 October 2024, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Viktoriya Maradudina
Acting Deputy Registrar

Anne Louise Bormann
President

COPECHIM TRADING AG v. SERBIA JUDGMENT

APPENDIX

Application raising complaints under Article 6 § 1 of the Convention
(non-enforcement or delayed enforcement of domestic decisions)

Application no. Date of introduction	Applicant's name Year of registration	Representative's name and location	Relevant domestic decision	Start date of non- enforcement period	End date of non- enforcement period Length of enforcement proceedings	Amount awarded for non-pecuniary damage per applicant (in euros) ¹	Amount awarded for costs and expenses per application (in euros) ²
39219/22 27/07/2022	COPECHIM TRADING AG 1980	Glišić Oliver Belgrade	Supreme Court of Cassation, 11/07/2019	29/05/2020	pending More than 4 years and 1 month and 19 days	2,100	250

¹ Plus any tax that may be chargeable to the applicant.

² Plus any tax that may be chargeable to the applicant.