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JUDGMENT

STRASBOURG

11 July 2006

FINAL***11/10/2006***

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 Gurov v. Moldova,

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

Sir Nicolas BRATZA, *President*,

Mr J. CASADEVALL,

Mr M. PELLONPÄÄ,

Mr S. PAVLOVSKI,

Mr L. GARLICKI,

Ms L. MIJOVIĆ,

Mr J. ŠIKUTA, *judges*,

and T.L. EARLY, *Section Registrar*,

Having deliberated in private on 20 June 2006,

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

PROCEDURE

1. The case originated in an application (no. **36455/02**) against the Republic of Moldova lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by Maria Gurov.

2. The applicant was represented by Mr Vitalie Nagacevschi, acting on behalf of the “Lawyers for Human Rights”, a non-governmental organisation based in Chişinău. The Moldovan Government (“the Government”) were represented by their Agent, Mr Vitalie Pârlog.

3. The applicant alleged in particular a breach of the right to a fair trial by a “tribunal established

by law” on the ground that the term of office of one of the judges who sat on her case had expired.

4. The application was allocated to the Fourth Section of the Court (Rule 52 § 1 of the Rules of Court). Within that Section, the Chamber that would consider the case (Article 27 § 1 of the Convention) was constituted as provided in Rule 26 § 1. On 22 June 2005 the Court communicated the application to the Government. Under the provisions of Article 29 § 3 of the Convention, it decided to examine the merits of the application at the same time as its admissibility.

THE FACTS

I. THE CIRCUMSTANCES OF THE CASE

5. In 1994 the applicant concluded a contract with ASITO (an insurance company incorporated in Moldova), according to which she paid an insurance premium in exchange for an annuity.

6. Since ASITO failed to pay the annuity at the term, the applicant brought a civil action against it, seeking the payment of the pension to date and requiring the company to abide by the contract.

7. On 5 October 2001, the Râșcani District Court found in favour of the applicant and ordered