



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

FIFTH SECTION

CASE OF CHERKASOV AND KUZIN v. UKRAINE

(Applications nos. 72982/17 and 74407/17)

JUDGMENT

Art 1 P1 • Control of the use of property • Suspension of pension payments to internally displaced persons (“IDP”) in Ukraine for failure to comply with specific regulatory requirement to open a bank account in a designated State bank • Potential conflict between statutory and regulatory provisions at material time not resolved in a clear and reasoned manner by domestic courts • Required level of clarity and foreseeability of legal framework not attained • Interference not sufficiently “prescribed by law”

Art 14 (+ Art 1 P1) • Discrimination • Proportionate difference in treatment between the applicants and pensioners without IDP status who were not required to have an account in a designated State bank to receive their pension payments • Distinction pursued the legitimate aim of ensuring the secure and effective administration of pension payments to IDPs during an exceptional period of armed conflict • Wide margin of appreciation not exceeded • Requirement did not impose individual and excessive burden on applicants • Objective and reasonable justification

Prepared by the Registry. Does not bind the Court.

STRASBOURG

8 October 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 Cherkasov and Kuzin v. Ukraine,

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

Kateřina Šimáčková, *President*,

Gilberto Felici,

Andreas Zünd,

Diana Sârcu,

Mykola Gnatovskyy,

Vahe Grigoryan,

Sébastien Biancheri, *judges*,

and Victor Soloveytschik, *Section Registrar*,

Having regard to:

the applications (nos. 72982/17 and 74407/17) against Ukraine lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by two Ukrainian nationals, Mr Oleksandr Volodymyrovych Cherkasov (“the first applicant”) and Mr Sergiy Volodymyrovych Kuzin (“the second applicant”), on 25 September and 11 October 2017, respectively;

the decision to give notice to the Ukrainian Government (“the Government”) of the complaints under Article 1 of Protocol No. 1 to the Convention and Article 14 of the Convention taken together with Article 1 of Protocol No. 1 and to declare the Article 6 § 1 complaint (lack of access to a higher court) raised in application no. 74407/17 inadmissible;

the parties’ observations;

Having deliberated in private on 2 December 2025 and 8 September 2026,

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

INTRODUCTION

1. The present case mainly concerns the applicants’ complaints under Article 1 of Protocol No. 1 to the Convention, taken alone and in conjunction with Article 14 of the Convention, that the suspension of their pension payments on the grounds that social benefits for internally displaced persons (“IDPs”) could only be paid into accounts opened with a designated State bank was discriminatory and violated their right to the peaceful enjoyment of their possessions.

THE FACTS

2. The first applicant was born in 1958 and lives in Stari Bohorodchany, Ivano-Frankivsk Region. He was represented by Mr O. Fomichov, a lawyer practising in Ivano-Frankivsk.

3. The second applicant was born in 1952 and lives in Kyiv. He was represented by Mr A. Yakovlev, Mr R. Martynovskyy, Ms V. Petruk,

Mr M. Tymochko, lawyers practising in Kyiv. At the time of his application, the second applicant was also represented by Mr M. Kikkas.

4. The Government were represented by their Agent, Ms M. Sokorenko, from the Ministry of Justice.

5. The circumstances of the case, as submitted by the parties, may be summarised as follows.

I. BACKGROUND INFORMATION

6. After Russia occupied and claimed jurisdiction over the Autonomous Republic of Crimea and the City of Sevastopol, and owing to armed hostilities in certain parts of the Donetsk and Luhansk regions of Ukraine, in 2014 and later many residents of those regions had to leave their homes and move to government-controlled territories. The majority of those who moved registered themselves as IDPs, being entitled to the same social benefits as other Ukrainian citizens. However, from 1 July 2016 onwards, to continue receiving those benefits, IDPs were required to have an account with the Derzhavnyy Oshchadnyy Bank of Ukraine (the State Savings Bank – “Oshchadbank”) and to undergo periodic physical identification there (see *Shylina v. Ukraine*, no. 2412/19, § 5, 15 February 2024, with further references).

II. CIRCUMSTANCES OF THE CASE

7. The applicants used to live in Donetsk. Owing to hostilities in the area, they relocated to government-controlled territories and obtained IDP status. They were entitled to a retirement pension.

A. Application no. 72982/17

8. The first applicant was registered as a pensioner with the Bohorodchany Department of the Pension Fund in the Ivano-Frankivsk Region (“the Bohorodchany Pension Fund”). He had been receiving his pension through the post office at his new place of residence.

9. In June 2016 the Bohorodchany Pension Fund informed the first applicant that from 1 July 2016 onwards social payments to IDPs would be made through Oshchadbank. His pension payments were suspended the following month because he did not provide details of an account opened with Oshchadbank.

10. In August 2016 the first applicant requested the Bohorodchany Pension Fund to resume his pension payments and transfer them into his new account opened with a private bank, P. He was informed that this would not be possible, as Resolution no. 637 of the Cabinet of Ministers of 5 November 2014 as amended in June 2016 (see paragraph 25 below) explicitly provided

that payment of social benefits to IDPs could only be made to accounts opened with Oshchadbank.

11. In September 2016 the first applicant instituted proceedings against the Bohorodchany Pension Fund, seeking payment of his pension into his account with bank P. He relied, in particular, on section 47 of the Law on Compulsory State Pension Insurance (no. 1058-IV of 9 July 2003 – “the 2003 Law”), which provided that pension payments could be made to a bank account specified by the pensioner (see paragraph 24 below). He argued that, as the 2003 Law had higher legal force, the Cabinet of Ministers could not limit the rights of pensioners.

12. On 18 October 2016 the Bohorodchany Local Court of the Ivano-Frankivsk Region found for the first applicant. It held that, under section 47 of the 2003 Law, the choice of bank account for the receipt of pension payments lay with the pensioner and could not be restricted by subordinate legislation. The court further observed that the suspension of the applicant’s pension from 1 July 2016, on the sole ground that he had not opened an account with Oshchadbank as required by the Cabinet of Ministers’ Resolution No. 637 (as amended), lacked a proper legal basis in primary legislation and thus contravened the principle that public authorities must act within the limits of the law. It considered that the impugned by-law effectively narrowed the scope of the applicant’s statutory right to receive his pension in a bank of his choice, which was incompatible with the governing legislative framework and constitutional guarantees of social protection. Accordingly, the court ordered the immediate resumption of pension payments to the applicant’s account with bank P., including payment of the outstanding amount for July 2016, which he received in October 2016.

13. According to the first applicant, he was in quite a dire situation: he had to drastically reduce spending on food and medication and borrow money from a friend. As he needed money for everyday expenses, in December 2016 he opened an account with Oshchadbank, following which his pension payments were resumed. He also received payment of his pension arrears for August to December 2016.

14. On 24 January 2017 the Lviv Administrative Court of Appeal upheld the judgment of 18 October 2016, endorsing the first-instance court’s reasoning that section 47 of the 2003 Law gave the pensioner the right to determine the bank account to which his pension should be transferred. The appellate court rejected the Pension Fund’s reliance on Cabinet of Ministers Resolution no. 637, as amended by Resolution no. 167, which required internally displaced persons to receive pensions exclusively through Oshchadbank. It held that the termination of the applicant’s pension from 1 July 2016 had no basis in primary legislation. In particular, it emphasised that section 49 of the 2003 Law contained an exhaustive list of grounds for terminating pension payments, none of which applied to the applicant’s situation (see paragraph 24 below). The court therefore concluded that the

Pension Fund had acted unlawfully and had violated the applicant's constitutional rights, including the protection against narrowing existing rights and freedoms.

15. On 21 March 2017, following an appeal on points of law, the Higher Administrative Court overruled the lower courts' decisions and dismissed the first applicant's claim. It held that, although section 47 of the 2003 Law provides that a pension may be paid to a bank account designated by the pensioner, that provision must be interpreted in conjunction with the special legal framework governing IDPs. In particular, Resolution no. 637 established a specific procedure for the payment of pensions to that category, requiring that such payments be made exclusively through accounts with Oshchadbank, which constituted a permissible regulation of the technical modalities of payment rather than a restriction of the right to a pension itself. As regards section 49 of the same Law, the court found that the list of grounds for the termination of pension payments was not exhaustive, as it expressly referred to "other cases provided for by law", thereby allowing additional regulation through normative acts adopted within the competence of the Cabinet of Ministers. In those circumstances, and given that the applicant had been duly informed of the applicable requirements but failed to comply with them, the court concluded that the suspension of his pension payments had been carried out in accordance with the applicable legal framework.

B. Application no. 74407/17

16. The second applicant was registered as a pensioner with the Livoberezhnyi Department of the Pension Fund in Kyiv ("the Livoberezhnyi Pension Fund"). He had been receiving his pension payments into his account with bank P.

17. In July 2016 the Livoberezhnyi Pension Fund suspended the second applicant's pension payments because he did not provide details of an account opened with Oshchadbank. He filed complaints and requests to have his pension payments paid into his account with bank P. but was told that that would not be possible, as Resolution no. 637 explicitly provided that social benefits to IDPs could only be paid into accounts opened with Oshchadbank. In view of that response, in July 2016 the second applicant complied with the above requirement and had his pension payments resumed.

18. In August 2016 the second applicant instituted proceedings against the Livoberezhnyi Pension Fund. The applicant challenged the suspension of his pension payments following his refusal to receive them through Oshchadbank, seeking recognition of the unlawfulness of the authorities' decisions, restoration of pension payments and payment of arrears to his account with another bank, compensation for non-pecuniary damage, and an order preventing the authorities from imposing the Oshchadbank-only requirement in the future. He argued that the requirement for IDPs to receive

their pension payments exclusively through Oshchadbank accounts was discriminatory, as other categories of pensioners were free to choose their bank. He further argued that the suspension of his pension payments had deprived him, an unemployed individual and a person with disabilities, of the financial resources necessary to survive, even though he was entitled, under section 47 of the 2003 Law (see paragraph 24 below) to receive his pension through a bank account of his choice. According to the second applicant, this was also inconsistent with section 49 of the 2003 Law (see paragraph 24 below), since the absence of an account with Oshchadbank was not among the grounds for the termination of pension payments.

19. On 18 October 2016 the Pecherskyi District Court of Kyiv dismissed the second applicant's claim. It found that the Livoberezhnyi Pension Fund had acted in accordance with the applicable legislation, including Resolution no. 637, and that its actions could not therefore be declared unlawful. The case was examined in abridged proceedings.

20. In December 2016 the Livoberezhnyi Pension Fund paid the second applicant's pension arrears for July to November 2016 into his account with Oshchadbank.

21. In February 2017 the second applicant appealed against the judgment of 18 October 2016, reiterating his arguments that the contested measure was unlawful and that the requirement to have an account with Oshchadbank was discriminatory.

22. On 13 March 2017 the Kyiv Administrative Court of Appeal upheld the judgment of the first-instance court, fully endorsing its findings. The court held that the refusal to continue paying the pension to the claimant through his chosen bank account was lawful because the authorities had acted within their statutory powers and in accordance with the applicable regulatory framework governing payments to IDPs. It found that, although the general rule under section 47 of the 2003 Law allowed pensioners to receive payments via a bank of their choice, subsequent resolutions of the Cabinet of Ministers – adopted in the context of internal displacement and based on its constitutional competence to implement social policy – introduced a specific procedure requiring such payments to be made exclusively through Oshchadbank. The court relied on the Constitutional Court's position (Decision No. 20-пн/2011) that adjustments to the mechanisms of social payments are permissible so long as they do not undermine the essence of the right to social protection. It concluded that the claimant had not been deprived of his pension as such, but only required to comply with a different payment procedure, and that the suspension of payments resulted from his failure to meet that requirement. The appellate court pointed out that its decision could be challenged by way of an appeal on points of law.

23. In April 2017 the second applicant lodged such an appeal, but on 11 April 2017 the Higher Administrative Court refused to entertain it, stating

that the decision of 13 March 2017, having been adopted in abridged proceedings, was not amenable to appeal on points of law.

RELEVANT LEGAL FRAMEWORK

I. LAW ON COMPULSORY STATE PENSION INSURANCE

24. The relevant provisions of the 2003 Law, as worded at the time of the applicants' claims to the domestic courts, read as follows:

Section 47 – Payment of pensions

“1. Pensions shall be paid monthly by organisations responsible for paying and delivering pensions ... at the pensioner's actual place of residence in Ukraine or transferred to a bank account specified by the pensioner, in accordance with the procedure established by law.

...”

Section 49 – Termination of pension payments and renewal

“1. Pension payments shall be terminated by decision of the local pension fund authorities or a court:

(1) if the pension was granted on the basis of documents containing inaccurate information;

(2) for the entire period of the pensioner's residence abroad, unless otherwise provided for by an international treaty of Ukraine, the binding nature of which has been acknowledged by the *Verkhovna Rada* of Ukraine¹;

(3) in case of the pensioner's death;

(4) in case of non-receipt of the pension for six consecutive months;

(5) in other cases provided for by law.

...”

In September 2016 the Cabinet of Ministers of Ukraine introduced to the Parliament a draft law on a package of labour, pension, and social-finance changes, which also included amendments to section 47. Those were adopted by Law no. 1774-VIII of 6 December 2016 (entered into force on 1 January 2017) in the following wording:

Section 47 – Payment of pensions

“1. Pensions shall be paid monthly ... at the pensioner's actual place of residence in Ukraine, by organisations carrying out the payment and delivery of pensions or through banking institutions in accordance with the procedure established by the Cabinet of Ministers of Ukraine.

...”

¹ This provision was invalidated by the Constitutional Court in a ruling dated 7 October 2009.

II. OTHER RELEVANT DOMESTIC LAW

25. Other relevant domestic law, as summarised in *Shylina v. Ukraine* (cited above, §§ 17-21), includes the following: (i) the Law on the Prevention of and Fight Against Discrimination in Ukraine (no. 5207-VI of 6 September 2012); (ii) the Law on Internally Displaced Persons' Rights and Freedoms (no. 1706-VII of 20 October 2014); and (iii) Resolution no. 637 of the Cabinet of Ministers of 5 November 2014 on welfare payments to internally displaced persons, as amended by Resolution no. 167 of 14 March 2016, Resolution no. 365 of 8 June 2016 and Resolution no. 689 of 13 September 2017.

More specifically, as amended on 8 June 2016, Resolution no. 637 provided that from 1 July 2016 onwards the payment of all social benefits, including pensions, to the IDPs should be made solely through the accounts and the network of offices and devices of Oshchadbank. In order to identify those recipients of social benefits who are IDPs and to ensure the payment of these benefits to them, payment cards were to be issued. IDPs had to undergo physical identification in an Oshchadbank office every six months on the first two occasions, and every twelve months subsequently. If an IDP failed to undergo the identification, the bank was required to suspend outgoing transactions from the person's current account and to inform the social security department which had issued the IDP registration certificate and the Ministry of Finance.

THE LAW

JOINDER OF THE APPLICATIONS

26. Having regard to the similar subject matter of the applications, the Court finds it appropriate to examine them jointly in a single judgment.

II. ALLEGED VIOLATION OF ARTICLE 1 OF PROTOCOL NO. 1 TO THE CONVENTION

27. The applicants complained that the suspension of their pension payments on the grounds that social benefits for IDPs could only be paid into accounts opened with Oshchadbank had violated their right to the peaceful enjoyment of their possessions and that the courts disregarded their arguments in this respect. They relied on Article 6 of the Convention and Article 1 of Protocol No. 1 to the Convention. The Court, being master of the characterisation to be given in law to the facts of the case, will examine this complaint under the latter Article, which reads as follows:

“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.”

A. Admissibility

28. The Government submitted that the applicants had opened accounts with Oshchadbank between July and December 2016, following which their pension payments had been resumed, and that they had even received payment of their arrears for previous periods (see paragraphs 13, 17 and 20 above). In the Government’s view, those events had put an end to the alleged violation of their property rights. They further drew the Court’s attention to the fact that the first applicant had applied to the Court on 25 September 2017 and the second applicant on 11 October 2017, with both dates falling outside the six-month time-limit, calculated from December 2016. Accordingly, the Government contended that the applicants’ failure to lodge their applications in time constituted sufficient grounds to declare their complaints under Article 1 of Protocol No. 1 to the Convention inadmissible pursuant to Article 35 § 1 of the Convention.

29. The applicants disagreed with the Government, stating that the aim of the domestic proceedings initiated by them had not been to receive a pension as such, but to obtain it without any unjustified restrictions. They further submitted that they had applied to the Court within the six-month time-limit, counting from the date on which the first applicant had been notified of the final court decision (1 April 2017) and from the date of delivery of the final judgment in the second applicant’s case (11 April 2017).

30. The Court reiterates that as a rule, the six-month period, as applicable before the entry into force of Article 4 of Protocol No. 15 to the Convention, starts running from the date on which the applicant and/or his or her representative has sufficient knowledge of the final domestic decision or the date when they are served with a copy of that decision (see, for example, *Saakashvili v. Georgia* (dec.), nos. 6232/20 and 22394/20, § 47, 1 March 2022).

31. The Court notes that the applicants challenged the suspension of their pension payments before the domestic courts. The Government did not dispute the effectiveness of that remedy. It follows that the applicants complied with the six-month requirement and that the Government’s objection in that regard should be rejected.

32. The Court further observes that the applicants’ complaints under Article 1 of Protocol No. 1 to the Convention are neither manifestly ill-

founded nor inadmissible on any other grounds listed in Article 35 of the Convention. They must therefore be declared admissible.

B. Merits

1. The parties' submissions

33. The applicants and the Government presented submissions similar to those made in *Shylina v. Ukraine* (cited above, §§ 26-31).

34. The applicants specifically argued that the resolutions of the Cabinet of Ministers requiring IDPs to have an account with Oshchadbank in order to receive their pensions lacked certainty and contravened laws of higher legal force, in particular the 2003 Law (see paragraphs 11, 18 and 24 above). They further argued that the goals sought to be achieved by those resolutions were too abstract and based on insufficient evidence, relying on assumptions of possible fraudulent schemes or other illegal actions (including terrorism financing) on the part of IDPs. The applicants further submitted that it was unclear why IDPs could not receive their social benefits through other banks and financial institutions operating in Ukraine (including other State-owned ones) instead of Oshchadbank, which they argued provided services of extremely low quality. They stated that, having been deprived of their pensions for several months, they had been forced to accept the requirement to have an account with Oshchadbank.

35. The Government emphasised that the requirement for IDPs to receive their social benefits exclusively through accounts with Oshchadbank was clearly set out in the domestic legal framework (see paragraph 25 above), which was sufficiently accessible and foreseeable. They further argued that the relevant resolutions of the Cabinet of Ministers had been adopted not to limit IDPs in the enjoyment of their property rights, but to ensure the proper payment of social benefits to them and enable State oversight of those payments through Oshchadbank. Lastly, the Government pointed out that the obligation for IDPs to have an account with Oshchadbank in order to receive social benefits could not have placed an excessive burden on the applicants, since that obligation served as a kind of safeguard and was a necessary step to ensure the further payment of social benefits. In particular, they reiterated that once the applicants had opened accounts with Oshchadbank, their pension payments had been resumed, and they had even received payment of their arrears for previous periods (see paragraphs 13, 17 and 20 above).

2. The Court's analysis

36. The Court notes that it is not in dispute between the parties that the applicants were entitled to a pension and that the suspension of their pension payments because they did not have an account with Oshchadbank amounted to an interference with their right to the peaceful enjoyment of their

possessions. It follows that the applicants' complaints are to be examined from the standpoint of the second paragraph of Article 1 of Protocol No. 1 to the Convention regarding control of the use of property (see *Shylina*, cited above, § 32).

37. According to the Court's well-established case-law, to be compatible with Article 1 of Protocol No. 1 to the Convention the impugned measure must fulfil three conditions: it must be lawful, pursue a legitimate aim and strike a fair balance between the general interest of the community and the individual's fundamental rights (see *Beyeler v. Italy* [GC], no. 33202/96, §§ 108-14, ECHR 2000-I).

38. The existence of a legal basis in domestic law does not suffice, in itself, to satisfy the principle of lawfulness which, in addition, presupposes that the applicable provisions of domestic law are sufficiently accessible, precise and foreseeable in their application (see, among other authorities, *Centro Europa 7 S.r.l. and Di Stefano v. Italy* [GC], no. 38433/09, § 187, ECHR 2012). In order to comply with the requirement of lawfulness, the legal basis must have a certain quality, namely it must be compatible with the rule of law and must provide guarantees against arbitrariness (see *Vistiņš and Perepjolkins v. Latvia* [GC], no. 71243/01, § 96, 25 October 2012). Furthermore, the term "law" is to be understood in its substantive sense rather than its formal one (see *Špaček, s.r.o. v. the Czech Republic*, no. 26449/95, §§ 57-60, 9 November 1999).

39. The Court has further held that a lack of sufficient precision or foreseeability in a statutory provision may be remedied by the domestic courts through a clear and consistent interpretation of the relevant rule (see *Vijatović v. Croatia*, no. 50200/13, § 54, 16 February 2016; compare *Gorzelik and Others v. Poland* [GC], no. 44158/98, § 65, ECHR 2004-I). It is primarily for the domestic courts to dispel uncertainty by conducting a careful analysis of the circumstances and giving relevant and sufficient reasons for their decisions (see *Alperin v. Ukraine*, no. 41028/20, § 78, 10 October 2024). Unless their interpretation is arbitrary or manifestly unreasonable, the Court's role is limited to examining whether its effects are compatible with the Convention (see *Radomilja and Others v. Croatia* [GC], nos. 37685/10 and 22768/12, § 149, 20 March 2018).

40. Turning to the present case, the Court observes that the applicants' entitlement to a pension and the general modalities of its payment were governed by the 2003 Law and, in particular, by section 47, which, at the material time, provided for payment to a bank account designated by the pensioner. At the same time, a specific regulatory framework applicable to IDPs was developed through subordinate legislation, in particular Resolution no. 637, which required pension payments to be made exclusively through accounts held with Oshchadbank (see paragraph 25 above).

41. The domestic courts, while examining the applicants' claims lodged in August-September 2016, eventually upheld the application of that

framework. The Higher Administrative Court, in its decision of 21 March 2017, considered that the relevant legislative provisions allowed for the regulation of payment modalities through subordinate legislation and that the suspension of payments had resulted from the applicant's failure to comply with the established procedure.

42. However, while the domestic courts addressed the issue in substance, the Court notes that they did not engage in a detailed assessment of the apparent tension between section 47 of the 2003 Law, which afforded pensioners a degree of choice as to the bank account, and the impugned Resolution, which restricted that choice for IDPs. In particular, the courts did not clarify the relationship between the statutory provision and the subordinate regulation, nor did they explicitly address whether and to what extent such a restriction could be introduced by means of a by-law, or how it was to be reconciled with section 49 of the 2003 Law.

43. The Court further observes that section 47 of the 2003 Law was amended shortly after the events in question by Law no. 1774-VIII of 6 December 2016 so as to provide expressly that pensions were to be paid through banking institutions "in accordance with the procedure established by the Cabinet of Ministers of Ukraine". The domestic courts did not address the implications of that legislative development for the interpretation of the law as it stood at the material time.

44. The Court accepts that, in the specific context of large-scale internal displacement and the need to organise an effective system for the delivery of social benefits, the authorities could legitimately seek to regulate the technical modalities of payment. It also observes that the impugned measure did not deprive the applicants of their entitlement to a pension as such. Nevertheless, given the existence of potentially conflicting legal provisions and the absence of a clear and reasoned resolution of that issue by the competent courts at the domestic level, the Court considers that the legal framework, as applied in the applicants' case before the amendments in December 2016, did not attain the required level of clarity and foreseeability.

45. In these circumstances, the Court concludes that the interference with the applicants' property rights cannot be regarded as having been sufficiently "prescribed by law" within the meaning of Article 1 of Protocol No. 1. Consequently, there is a violation of the applicants' rights under that provision regarding the period until 1 January 2017.

III. ALLEGED VIOLATION OF ARTICLE 14 OF THE CONVENTION TAKEN TOGETHER WITH ARTICLE 1 OF PROTOCOL NO. 1

46. Relying on Article 14 of the Convention taken together with Article 1 of its Protocol No. 1, and on Article 1 of Protocol No. 12 to the Convention, the applicants complained of the discriminatory nature of the obligation imposed on them to receive their pension payments through Oshchadbank,

arguing that other pensioners without IDP status could receive similar payments through any bank. The second applicant also complained under Article 6 § 1 of the Convention that the domestic courts had disregarded his arguments as to discrimination and references to relevant international instruments. The Court considers that the above complaints fall to be examined solely under Article 14 of the Convention, taken together with Article 1 of Protocol No. 1 to the Convention, which reads as follows:

“The enjoyment of the rights and freedoms set forth in [the] Convention shall be secured without discrimination on any ground such as sex, race, colour, language, religion, political or other opinion, national or social origin, association with a national minority, property, birth or other status.”

A. Admissibility

47. The Government objected to the applicability of Article 14 to the present case, given the alleged absence of a violation of Article 1 of Protocol No. 1 to the Convention.

48. The applicants disagreed with that objection, relying on the Court’s relevant case-law.

49. The Court reiterates that Article 14 of the Convention has an autonomous standing and applies also in cases where there had been no violation of the substantive right itself (see *Sommerfeld v. Germany* [GC], no. 31871/96, ECHR 2003-VIII (extracts)). In any event in view of the Court’s findings (see paragraphs 36-45 above), the Government’s objection in this regard is irrelevant and must be rejected.

50. The Court further notes that the applicants’ complaints under Article 14, read in conjunction with Article 1 of Protocol No. 1, are neither manifestly ill-founded nor inadmissible on any other grounds listed in Article 35 of the Convention. They must therefore be declared admissible.

B. Merits

1. The parties’ submissions

51. The applicants maintained their complaints, insisting that they had been discriminated against on the grounds of their “other status” (as IDPs) within the meaning of Article 14 of the Convention.

52. The Government presented submissions similar to those made in *Shylina* (cited above, § 51). In particular, they acknowledged that IDPs had the same rights as other citizens of Ukraine, but that the specific features of their status and the difficulties that might arise in connection with their internal displacement had to be taken into account. They also submitted that the requirement for IDPs to have an account with Oshchadbank in order to receive their social benefits was not discriminatory within the meaning of Article 14 of the Convention because this requirement applied to all IDPs.

2. *The Court's analysis*

(a) General principles

53. According to the well-established case-law of the Court, Article 1 of Protocol No. 1 to the Convention places no restriction on the Contracting States' freedom to decide whether or not to have in place any form of social-security scheme, or to choose the type or amount of benefits to provide under any such scheme. If, however, a State does decide to create a benefits or pension scheme, it must do so in a manner which is compatible with Article 14 of the Convention (see *Stec and Others v. the United Kingdom* [GC], nos. 65731/01 and 65900/01, § 53, ECHR 2006-VI).

54. The Court has already found that only differences in treatment based on an identifiable characteristic, or "status", are capable of amounting to discrimination within the meaning of Article 14 of the Convention. Moreover, for an issue to arise under Article 14, there must be a difference in treatment of persons in analogous, or relevantly similar, situations (see *Shylina*, cited above, § 58, with further references).

55. As to the burden of proof in relation to Article 14, the Court has held that once an applicant has demonstrated a difference in treatment, it is for the Government to show that it was justified (see *Vallianatos and Others v. Greece* [GC], nos. 29381/09 and 32684/09, § 85, ECHR 2013 (extracts)). A difference in treatment will be discriminatory if it "has no objective and reasonable justification", that is, if it does not pursue a "legitimate aim" or if there is not a reasonable relationship of proportionality between the means employed and the aim sought to be realised (see *Fábián v. Hungary* [GC], no. 78117/13, § 113, 5 September 2017, and *Molla Sali v. Greece* [GC], no. 20452/14, § 135, 19 December 2018). A State nevertheless has a wide margin of appreciation in implementing its social and economic policies (see *Shylina*, cited above, § 47).

(b) Application of the above principles to the present case

56. The Court notes at the outset that it is not in dispute between the parties that the applicants, as IDPs, were entitled to a pension like other pensioners who had worked for many years in Ukraine and had contributed to the pension scheme (see *Pichkur v. Ukraine*, no. 10441/06, § 51, 7 November 2013). However, unlike the applicants, pensioners without IDP status were not required to have an account with Oshchadbank in order to receive their pension payments. It follows that the applicants have demonstrated a difference in treatment as compared to other pensioners without IDP status who could receive their pension payments through any bank (contrast *Shylina*, cited above, § 59, where the applicant was entitled to a special allowance intended for IDPs only but compared herself with other recipients of social benefits without IDP status). It remains to be established whether the difference in treatment complained of was justified.

57. The Court notes that the applicants belonged to a special category of Ukrainian nationals, IDPs, who relocated from the temporarily occupied territories of Ukraine or the territories where armed hostilities were ongoing and where the government did not exercise their powers. This objective situation prompted the adoption of specific arrangements governing the payment of pensions to IDPs. It appears that those arrangements aimed to ensure the proper payment of social benefits (including pensions) to IDPs and maintain State oversight of such payments in the specific circumstances of massive displacement. It also clearly appears that such arrangements were not needed for other recipients of social benefits (including pensioners) without IDP status (see also *Shylina*, cited above, § 40).

58. Although the applicants were treated differently from other pensioners, there is no doubt that that distinction pursued the legitimate aim of ensuring the secure and effective administration of pension payments to internally displaced persons during an exceptional period of armed conflict.

The Court has found above that the impugned interference did not satisfy the requirement of lawfulness under Article 1 of Protocol No. 1, essentially because the domestic legal framework lacked the requisite clarity and foreseeability. However, given the nature of the lawfulness defect found, that conclusion does not, in itself, in the specific circumstances of the case, preclude a finding that the difference in treatment pursued a legitimate aim and was objectively and reasonably justified for the purposes of Article 14.

59. Having regard to the wide margin of appreciation enjoyed by States in the field of social security, the Court considers that impugned rather technical measures did not, as such, exceed that margin. The applicants were not deprived of their entitlement to a pension but were merely required to comply with a specific payment procedure applicable to a distinct category of beneficiaries. Furthermore, they did not argue that they had encountered any practical difficulties preventing them from opening accounts with Oshchadbank (see paragraph 34 above). Accordingly, the requirement to maintain an account with that bank in order to receive pension payments cannot be regarded as having imposed an excessive individual burden on them. In the light of these considerations, the Court concludes that there remained a reasonable relationship of proportionality between the impugned difference in treatment and the legitimate aim pursued. The difference in treatment was therefore supported by an objective and reasonable justification.

60. There has accordingly been no violation of Article 14 of the Convention taken together with Article 1 of Protocol No. 1.

IV. APPLICATION OF ARTICLE 41 OF THE CONVENTION

61. 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.”

62. The applicants claimed 10,000 and 5,000 euros (EUR) each, respectively, in compensation for non-pecuniary damage, and EUR 2,000 and 11,100 each, respectively, in costs and expenses incurred before the Court.

63. The Government submitted that the applicants’ claims were unsubstantiated.

64. As to non-pecuniary damage, regard being had to the circumstances of the present case and ruling on an equitable basis, the Court finds it reasonable to award the applicants EUR 800 each under that head.

65. Having regard to the documents in its possession, the Court further considers it reasonable to award the sum of EUR 2,000 covering costs for the proceedings before the Court, to be paid directly to the applicants’ representatives.

66. The Court considers it appropriate that the default interest rate 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. *Decides* to join the applications;
2. *Declares* the applications admissible;
3. *Holds* that there has been a violation of Article 1 of Protocol No. 1 to the Convention regarding the period until 1 January 2017;
4. *Holds* that there has been no violation of Article 14 of the Convention taken in conjunction with Article 1 of Protocol No. 1;
5. *Holds*
 - (a) that the respondent State is to pay, within three months, the following amounts, to be converted into the currency of the respondent State at the rate applicable at the date of settlement:
 - (i) EUR 800 (eight hundred euros) to each of the applicants, plus any tax that may be chargeable, in respect of non-pecuniary damage;

- (ii) EUR 2,000 (two thousand euros) to each of the applicants, plus any tax that may be chargeable to the applicants, in respect of costs and expenses, to be transferred directly into the account of the applicants' representatives;
 - (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;
6. *Dismisses* the remainder of the applicants' claim for just satisfaction.

Done in English, and notified in writing on 8 October 2026, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Victor Soloveytschik
Registrar

Kateřina řimáčková
President