executive may legally pardon an individual convicted of crimes against humanity. But it did not directly apply those standards itself, as if it were a court of fourth instance; it remanded the case to Peru's domestic courts, ordering them to apply international standards along with constitutional principles when conducting a review of the pardon.

The Inter-American Court's form of engagement with Peruvian law can be understood as "constrained deference." The Court defers to domestic authorities as the proper *locus* to decide the merits of a pardon decision, but it does so in a way that nonetheless constrains what domestic courts may legally do. This method of interaction is different from, and arguably more desirable than, the more intrusive approach that became the norm after the Court's adoption of conventionality control in 2006.[25] In recent years, tensions between domestic authorities and inter-American human rights law have increased.[26] Some courts—and governments—have adopted more confrontational positions toward the Court. The Court's approach as an apex tribunal vested with the power to impose decisions upon domestic judges may not help it to maintain and enhance its authority. The notion of constrained deference could therefore be a sound method of interaction with states in future cases.

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Bilateral Investment Treaties—ICSID Convention—whether legality requirement is an issue of jurisdiction or admissibility—environmental impact assessment—investor compliance with domestic law

Cortec Mining Kenya Limited, Cortec (Pty) Limited, and Stirling Capital Limited v. Republic of Kenya. Case No. ARB/15/29. Award.
International Centre for Settlement of Investment Disputes, October 22, 2018.

In *Cortec v. Kenya*,[1] an investor-state arbitral tribunal established under a bilateral investment treaty (BIT) held it lacked jurisdiction to hear a dispute concerning a mining project that the tribunal found did not comply with domestic environmental law. The award raises significant issues of public international law, including how questions of investor compliance are considered in investor-state dispute settlement and the legal implications of investor noncompliance. The issues resonate with wider debates about balancing investor rights and obligations in the international investment regime.

The arbitration was initiated by two companies incorporated in England and Wales and their Kenyan subsidiary under the BIT between Kenya and the United

[25] Commentators have observed that the Court's decision "arguably reflects an increasing awareness of its subsidiary role." *See* Leiry Cornejo Chavez, Juan-Pablo Pérez-León-Acevedo & Jemima García-Godos, *The Presidential Pardon of Fujimori: Political Struggles in Peru and the Subsidiary Role of the Inter-American Court of Human Rights*, 13 Int'l J. Transitional Just. 328 (2019).

[26] *See* Jorge Contesse, *Resisting the Inter-American Human Rights System*, 44 Yale J. Int'l L. __ (forthcoming 2019).

[1] Cortec Mining Kenya Ltd. v. Republic of Kenya, ICSID Case No. ARB/15/29, Award (Oct. 22, 2018). The claimants have since applied for annulment of the award.

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Kingdom.[2] It was conducted under the Convention on the Settlement of Investment Disputes Between States and Nationals of Other States (ICSID Convention).[3] The dispute arose out of a mining project at Mrima Hill in Kenya. According to the claimants, the area holds one of "the world's largest undeveloped niobium and rare earth deposits" (para. 1). The area also hosts rich biodiversity and sites sacred to an indigenous community, and was protected under Kenyan law as a forest reserve, a nature reserve, and a national monument (paras. 42–43).

The factual fabric of the case is bound up with Kenyan electoral politics. The facts were hotly contested between the parties and their examination accounts for a significant portion of the award. The claimants contended that their investment was nationalized as part of a policy of "resource nationalism" undertaken during a change in government (para. 228). The respondent contended, among other things, that there was no protected investment in the first place, because the mining license was obtained in violation of domestic law, and as such, it was void *ab initio* (para. 4).

The nature and validity of the claimants' mining rights, and questions of compliance with domestic law, were therefore at the center of the dispute. According to the tribunal, two legal instruments were particularly relevant to determining the mining rights: (1) a Special Prospecting License (SPL 256), which was issued in 2008 and subsequently renewed until it expired in 2014; and 2) a Special Mining License (SML 351), which was issued in 2013.

Under applicable domestic law, special prospecting licenses give prospecting but not development rights. Among other things, they require investors to conduct a feasibility study and an environmental impact assessment (EIA), as well as develop plans to compensate and resettle affected landowners (paras. 112, 116–17, 121). A mining license, on the other hand, grants exploitation rights (para. 47), but whether the claimants held such rights was contested. In fact, this issue proved decisive, because the tribunal's conclusions on jurisdiction ultimately hinged on whether the claimants held these mining rights and thus a protected investment.

The tribunal found that the claimants bear the burden of establishing jurisdiction under the BIT and the ICSID Convention, including relevant facts on which jurisdiction rests (para. 250). Moreover, the tribunal held that for an investment to be protected on the international level, "it has to be in substantial compliance with the significant legal requirement of the host state" (para. 321), and it must be made in good faith (paras. 260, 303). Since the claimants prevailed in showing they acted in good faith, the award did not turn on this issue (paras. 303, 308). However, the issue of compliance with domestic law was central to the tribunal's decision.

Unlike a number of other investment treaties, the applicable BIT does not contain an explicit legality requirement (para. 258). However, the tribunal held that "for an investment such as a licence, which is the creature of the laws of the Host State, to qualify for protection, it must be made in accordance with the laws of the Host State" (para. 319). The tribunal also linked an implied legality requirement to the notion of investment under the ICSID Convention (paras. 254–62).

[2] Agreement for the Promotion and Protection of Investments, Sept. 13, 1999, Kenya-Ir.-U.K., GR. BRIT. TS NO. 8 (2000) (Cd. 4597).

[3] Convention on the Settlement of Investment Disputes between States and Nationals of Other States, Mar. 18 1965, 575 UNTS 159.

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To prevail, therefore, the claimants had to show that the Special Mining License had been acquired in compliance with domestic law and as such was a protected investment under the BIT (paras. 244, 260, 319). The tribunal further elaborated that, in assessing whether the investment was made in accordance with domestic law, Kenya's mining legislation had to be interpreted "in the context of the entire regulatory system" (para. 310). Only after taking into account this "broader statutory context" was it possible for the tribunal to determine whether the mining project was protected under the BIT (*id.*).

The tribunal recalled that the Special Mining License was signed on March 7, 2013, three days after the general and presidential elections of March 4, 2013, and "before the new President was sworn in on 9 April 2013" (para. 3). Once in office, the new government initiated a general review of mining licenses issued between January 15, 2013 and May 15, 2013, a period referred to as the "Transition Period," in connection with alleged irregularities in granting these licenses. As part of this process, the claimants' Special Mining License was "revoked" (according to the claimants) or "suspended" (according to the respondent).

The tribunal held that, under Kenyan law and the terms of the prospecting license, several conditions were to be satisfied before investors could obtain a valid mining license, including requirements arising out of the special protected status of Mrima Hill as a forest reserve, a nature reserve, and a national monument (paras. 104, 106, 112, 121, 365). These included a letter of no objection from National Museums of Kenya and the acquiescence of the Kenya Forestry Service (paras. 43, 103, 157–58, 178). As noted above, the tribunal also pointed to requirement for the claimants to produce a feasibility study and an approved EIA.

Section 4(2) of Kenya's Environmental (Impact Assessment and Audit) Regulations of 2003 prohibits the issuance of commercial licenses without an EIA approved by the National Environmental Management Authority (NEMA). The tribunal reasoned that this provision makes the approved EIA a condition precedent to the issuance of a mining license (paras. 138, 154). Beyond the relevant legislation, the tribunal also found that government authorities provided the claimants with a "mining investment roadmap" that listed applicable requirements, including a feasibility study and an EIA license (paras. 116–17).

Claimants and respondent debated the existence and quality of the feasibility study, and the tribunal ultimately concluded that the relevant condition precedent had not been satisfied (paras. 123–37). Although the tribunal noted that "the lack of a proper feasibility study illustrate[d] the cavalier attitude of the claimants towards Kenya's requirements," the decisive point on which the decision rested was the lack of prior approval of an EIA (para. 137).

The claimants did produce two letters from one government official that purported to express support for the project. However, the tribunal concluded that the official did not have the authority to issue an EIA license and that no such license had in fact been issued (paras. 138–55). The tribunal also identified other procedural defects: for example, the mining license was found to have been issued without prior approval from National Museums of Kenya, which would have been required given the listing of the site as a national monument (paras. 157–58).

The tribunal noted that the claimants were "clearly effective at the political level" in asking politicians to intervene on their behalf with the officials responsible for the issuance of mining licenses (paras. 61, 159–78). But while the respondent alleged that the license was obtained through corruption, the tribunal rejected these allegations as unproven (paras. 183–85, 308)

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and held that the claimants' case "ultimately turn[ed] on their success (or lack of it) in respect of compliance with the law" (para. 61).

In the end, the tribunal found that

> the Claimants' failure to comply with the legislature's regulatory regime governing the Mrima Hill forest and nature reserve, and the Claimants' failure to obtain an EIA licence . . ., constituted violations of Kenyan law that, in terms of international law, warrant the proportionate response of a denial of treaty protection under the BIT and the ICSID Convention. (Para. 365)

Since the Special Mining License was void *ab initio*, there was no protected investment, and the tribunal therefore lacked jurisdiction to entertain the case (para. 333).

The tribunal ordered the claimants to cover 50 percent of the respondent's costs. The tribunal justified the 50 percent reduction by pointing to respondent's "manifestly excessive" costs (para. 389) and to aspects of the respondent's conduct in the arbitral proceedings—namely "the vague terms in which the allegation of corruption was made, and the lack of evidence given in support" (para. 391).

* * * *

The award is significant for finding that international investment agreements only protect investments made in compliance with domestic law, even in the absence of an explicit legality requirement in the applicable BIT. In this regard, the award builds on and further develops a substantial line of arbitral jurisprudence that addresses legal compliance issues in the investor-state dispute settlement context.

Several earlier arbitral tribunals discussed these issues. In *Inceysa v. El Salvador*, for example, the tribunal found it lacked jurisdiction to hear a dispute concerning an investment made in breach of applicable law. The arbitration was initiated under a BIT that the tribunal—having considered the *travaux préparatoires* and the entirety of the treaty's provisions—interpreted as including a legality requirement.[4]

Similarly, the arbitral tribunals in *Phoenix Action v. Czech Republic*, *Anderson v. Costa Rica*, and *Metal-Tech v. Uzbekistan* found they lacked jurisdiction in cases brought under BITs that featured an explicit legality requirement.[5] The *Phoenix Action* tribunal also opined that such requirement would apply even if it had not been explicitly mentioned in the BIT, because the purpose of the international investment regime "cannot be to protect investments made in violation of the laws of the host State."[6] In *Saur v. Argentina*, the applicable BIT featured no

[4] Inceysa Vallisoletana, S.L. v. Republic of El Salvador, ICSID Case No. ARB/03/26, Award, paras. 190–207, 257 (Aug. 2, 2006).

[5] Phoenix Action, Ltd. v. Czech Republic, ICSID Case No. ARB/06/5, Award, para. 101 (Apr. 15, 2009); Alasdair Ross Anderson v. Republic of Costa Rica, ICSID Case No. ARB(AF)/07/3, Award, paras. 51–59 (May 19, 2010); Metal-Tech Ltd. v. Republic of Uzbekistan, ICSID Case No. ARB/10/3, Award, paras. 130–31, 156 (Oct. 4, 2013). *Contra* Franck Charles Arif v. Republic of Moldova, ICSID Case No. ARB/11/23, Award, paras. 372–84 (Apr. 8, 2013) (where the tribunal dismissed jurisdictional objections based on a legality requirement). In *Gustav F W Hamester GmbH & Co KG v. Republic of Ghana*, ICSID Case No. ARB/07/24, Award, paras. 132–39 (June 18, 2010), the tribunal found that Ghana had failed to discharge its burden of proof that the investor had violated the legality clause.

[6] *Phoenix Action*, ICSID Case No. ARB/06/5, Award, at paras. 100–02.

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legality requirement, but the tribunal held such requirement was a "tacit condition" found in every BIT—although on the facts, no violation was found to have occurred in that case.[7]

However, the treatment of legal compliance is not unanimous in arbitral jurisprudence. For example, in *Plama v. Bulgaria*—an arbitration initiated under a treaty containing no legality clause—the tribunal considered legal compliance at the merits rather than jurisdiction stage.[8] Similarly, in *Al-Warraq v. Indonesia*—a case brought under a treaty containing an unusual investor obligations clause and involving allegations of illegality during the investment's operation phase—the tribunal examined the issue at the merits stage and, by a majority, deemed the investor's claim to be inadmissible.[9]

In investment treaty arbitrations under the ICSID Convention, a tribunal's jurisdiction hinges on relevant assets being an "investment" under both the applicable treaty and the Convention. Arbitral tribunals have taken different approaches to questions of legal compliance in relation to the notion of investment under the ICSID Convention: while *Phoenix Action* held that the Convention only applies to investments made in compliance with domestic law,[10] the tribunals in *Saba Fakes v. Turkey* and *Metal-Tech v. Uzbekistan* refused to read an implied legality requirement into the Convention.[11]

The *Cortec* award further elaborates on these lines of jurisprudence. Unlike *Inceysa*, *Anderson*, *Metal-Tech*, and *Phoenix Action*, the tribunal in *Cortec* found that the relevant BIT did not include an explicit legality requirement—thus any requirement had to be implied. Unlike *Saba Fakes* and *Metal-Tech*, the tribunal did not hesitate to find an implied legality requirement under the ICSID Convention. And unlike *Saur*, the tribunal ultimately concluded it lacked jurisdiction to hear the case, thereby giving practical effect to the implied legality requirement.

It is also worth noting that the legal compliance issues at stake in the *Cortec* award differ from those involved in some earlier cases. While in several awards, compliance issues mainly concerned (mis)representations made in investment approval processes, corruption allegations, or corporate governance arrangements, the *Cortec* tribunal was confronted with questions of legal compliance situated at the interface between commercial activities and pursuit of certain social and environmental goods—such as the conduct and approval of an EIA and the protection of sites having archeological, cultural, and spiritual value.

By grounding its decision on jurisdiction, the tribunal took a clear position on debates about the relationship between jurisdiction and admissibility in matters of legal compliance. As is well known, jurisdiction is the power of a tribunal to entertain a case before it. In investment treaty arbitration, jurisdiction typically hinges on the scope of the treaty. By defining concepts such as "investor" and "investment," BITs impose jurisdictional prerequisites for a

[7] Saur Int'l S.A. v. République Argentine, ICSID Case No. ARB/04/4, Award on Jurisdiction and Liability, paras. 308, 311–12 (June 6, 2012) (authors' translation from the French original).

[8] Plama Consortium Ltd. v. Republic of Bulgaria, ICSID Case No. ARB/03/24, Decision on Jurisdiction, paras. 228–30 (Feb. 8, 2005), and Award, paras. 138–40, 143, 146 (Aug. 27, 2008).

[9] Hesham Talaat M. Al-Warraq v. Republic of Indonesia, Final Award, paras. 631–48, 683 (Dec. 15, 2014).

[10] *Phoenix Action*, ICSID Case No. ARB/06/5, Award, at paras. 100–101, 114.

[11] Saba Fakes v. Republic of Turkey, ICSID Case No. ARB/07/20, Award, para. 112 (July 14, 2010); *Metal-Tech*, ICSID Case No. ARB/10/3, Award, at paras. 126–27.

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tribunal to have the legal power to decide a case.[12] By contrast, admissibility refers to the propriety of a tribunal hearing and deciding a claim, or differently put "the suitability of the claim for adjudication on the merits."[13]

As some scholars have pointed out, if a challenge relates to the interpretation and application of the tribunal's jurisdictional clause, then it is best framed as a jurisdictional issue; it is an admissibility issue if it relates to the interpretation and application of another norm or instrument.[14] One view is that, in the absence of a BIT clause requiring compliance with domestic law, a tribunal should deny protection on grounds of inadmissibility rather than jurisdiction.[15] In *Cortec*, the tribunal opted clearly for the jurisdictional route.

This solution provides some conceptual clarity. A legality requirement applicable to the making of an investment—explicit or otherwise—is typically tied to the notion of investment, which determines jurisdiction under both investment treaties and the ICSID Convention. Therefore, a jurisdictional approach seems logical, even though it could expose tribunals to criticism for making explicit (or for introducing, depending on the viewpoint) a requirement that does not appear in the plain language of the treaty.[16]

The *Cortec* tribunal identified further support for its approach in the legally constructed nature of mining investments. In the words of the tribunal: "A mining licens [*sic*] is not bricks and mortar . . . . It is wholly the creature of Kenyan domestic law" (para. 222). Therefore, "to qualify for protection, it must be made in accordance with the laws of the Host State" (para. 319). Failure to comply with those laws, the tribunal thus held, rendered the Special Mining License a mere "piece of paper" to which Kenyan law attaches no legal consequences (para. 333(b)). Reasoning that an investment treaty could not be interpreted as protecting "non-existent assets" (para. 343), the tribunal concluded it lacked jurisdiction over the dispute.

The tribunal also elaborated on the noncompliance threshold that would trigger the application of a legality requirement. Drawing on the earlier *Kim v. Uzbekistan* award,[17] the tribunal clarified that what mattered was "substantial compliance" with domestic law, rather than minor violations, and it applied the proportionality principle in assessing alleged irregularities (paras. 320–43). Because of the special protected status of Mrima Hill, the tribunal deemed breaches of environmental norms to be serious enough to warrant denying treaty protection (paras. 345–51, 365).

[12] Gerold Zeiler, *Jurisdiction, Competence, and Admissibility of Claims in ICSID Arbitration Proceedings*, *in* INTERNATIONAL INVESTMENT LAW FOR THE 21ST CENTURY: ESSAYS IN HONOUR OF CHRISTOPH SCHREUER 81 (Christina Binder, Ursula Kriebaum, August Reinisch & Stephan Wittich eds., 2009).

[13] ZACHARY DOUGLAS, THE INTERNATIONAL LAW OF INVESTMENT CLAIMS 148 (2009). *See also* Veijo Heiskanen, *Admissibility in International Arbitration*, *in* ELGAR ENCYCLOPEDIA OF INTERNATIONAL ECONOMIC LAW 319 (Thomas Cottier & Krista Nadakavukaren Schefer eds., 2017).

[14] C. L. LIM, JEAN HO & MARTINS PAPARINSKIS, INTERNATIONAL INVESTMENT LAW AND ARBITRATION: COMMENTARY, AWARDS AND OTHER MATERIALS 118 (2018).

[15] *See, e.g.*, Rahim Moloo & Alex Khachaturian, *The Compliance with the Law Requirement in International Investment Law*, 34 FORDHAM INT'L L.J. 1473, 1500 (2011).

[16] *Saba Fakes*, ICSID Case No. ARB/07/20, Award, at para. 112 (holding that to read an implied legality requirement would "do[] violence to the language of the ICSID Convention").

[17] Vladislav Kim v. Republic of Uzbekistan, ICSID Case No. ARB/13/6, Decision on Jurisdiction (Mar. 8, 2017). The tribunal did not cite other potentially relevant awards, such as Tokios Tokeles v. Ukraine, ICSID Case No. ARB/02/18, Decision on Jurisdiction, para. 86 (Apr. 29, 2004), which found that excluding an investment from BIT protection for "minor errors" would be inconsistent with the object and purpose of the BIT.

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According to the tribunal, omission of "a minor regulatory requirement" or inadvertent misstatements "will not have the same impact as an investment 'created' in defiance of an important statutory prohibition imposed in the public interest" (para. 320). While this distinction is conceptually clear, the borderline between minor and serious breaches may not always prove to be clear-cut, and there remains some potential for inconsistent approaches.

Overall, the *Cortec* award highlights that foreign investment must be made in compliance with domestic law if it is to enjoy international protection—even in the absence of an explicit legality requirement in the applicable BIT. This finding reinforces the case for investors to exercise due diligence in order to ensure their activities comply with domestic law.[18] The importance of legal compliance is further buttressed by the tribunal's insistence that noncompliance cannot be excused by bureaucrats or politicians. As the tribunal observed, "[n]o amount of frustration with the bureaucracy excused [the claimants] from non-performance of these legal conditions, nor could non-performance be waived by the politicians" (para. 105).

On the other hand, the award sheds little light on noncompliance issues occurring *after* an investment has been made—for example, in the operation, management, or disposition of the investment.[19] It is also worth noting that legal compliance issues are an evolving topic in investment treaty making: in recent years, more explicit treaty requirements for investors to comply with domestic law, and possibly with international instruments, throughout the investment process have started to emerge as a possible way to rebalance the rights and obligations of investors and states.[20]

In policy terms, there are questions about the appropriate roles of domestic law and BITs in determining the nature and scope of any such investor obligations. While a few recent investment treaties require investors to comply with domestic law,[21] others spell out freestanding investor responsibilities or obligations, for example to conduct EIAs and implement environmental management systems according to certain standards.[22]

Compared to bilateral or regional investment treaty regimes, domestic law might arguably be better placed to regulate these issues, establishing a level playing field that is tailored to context and applicable to all investments, both domestic and foreign.[23] A possible counterargument, however, is that international arbitral tribunals may have limited expertise to

[18] In *Alasdair Ross Anderson*, ICSID Case No. ARB(AF)/07/3, Award, at para. 58, the tribunal held that "prudent investment practice requires that any investor exercise due diligence before committing funds to any particular investment proposal," and that "[a]n important element of such due diligence is for investors to assure themselves that their investments comply with the law".

[19] *See, e.g.*, *Gustav F W Hamester GmbH & Co KG*, ICSID Case No. ARB/07/24, Award, at paras. 127, 129 (holding that the relevant legality requirement only applied to the making of an investment).

[20] *See* Lorenzo Cotula, *Raising the Bar on Responsible Investment: What Role for Investment Treaties?*, IIED Briefing (Mar. 2018), *available at* http://pubs.iied.org/pdfs/17454IIED.pdf; James Gathii & Sergio Puig, *Introduction to the Symposium on Investor Responsibility: The Next Frontier in International Investment Law*, 113 AJIL Unbound 1 (Jan. 7, 2019), *at* https://www.cambridge.org/core/journals/american-journal-of-international-law/volume/AED2077F3422BB3F291F651F695CD4FA.

[21] Examples include the Bilateral Investment Treaty Between the Republic of Belarus and the Republic of India on Investments, Art. 11(i) (Sept. 24, 2018), and the Intra-Mercosur Investment Facilitation Protocol, Art. 13(1) (April 7, 2017). Neither treaty has entered into force. *See also* Netherlands Model Investment Treaty, Art. 7(1) (Mar. 22, 2019).

[22] *See, e.g.*, Reciprocal Investment Promotion and Protection Agreement, Morocco-Nigeria, Arts. 14, 18 (Dec. 3, 2016) (not yet in force).

[23] Most-favored-nation clauses could create further complexities in the interpretation and application of any investor obligations determined through BITs.

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interpret domestic legal requirements, and that complexities may arise in the coordinated application of domestic and international norms.

Investment treaty practice in this area has yet to consolidate, and analysis of evolving arbitral jurisprudence provides insights for broader investment treaty policy. The approach adopted in the *Cortec* award illustrates one way to coordinate domestic and international instruments, and suggests that effective domestic legislation on issues such as environmental protection can have a direct bearing on investor-state dispute settlement.

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European Court of Human Rights—just satisfaction—interstate claims—state responsibility—reparation—compensation—non-pecuniary damage—evidentiary standard

CASE OF GEORGIA V. RUSSIA (I) (JUST SATISFACTION). App. No. 13255/07. *At* http://www.echr.coe.int/echr.

European Court of Human Rights (Grand Chamber), January 31, 2019.

In *Georgia v. Russia (I) (Just Satisfaction)*,[1] the Grand Chamber of the European Court of Human Rights (ECtHR or Court) ordered the Russian Federation to pay Georgia EUR 10 million as reparation for Russia's "coordinated policy of arresting, detaining and expelling Georgian nationals" in the autumn of 2006 (paras. 51, 80). In so doing, the Court reaffirmed its position from *Cyprus v. Turkey (IV) (Just Satisfaction)* that financial compensation for non-pecuniary damage can be awarded in interstate cases.[2] Although *Georgia v. Russia (I) (Just Satisfaction)* marks the development of a new line of ECtHR jurisprudence, it is unlikely that the decision will effectively prevent further mass violations of the European Convention on Human Rights (ECHR or Convention) by the states parties or offer fair compensation to the victims of such violations.

The Just Satisfaction Judgment concludes the compensation stage of the case, which was decided on the merits in 2014.[3] The case stems from the political confrontation between Russia and Georgia, which led to an armed conflict in Abkhazia and South Ossetia in 2008. Following the conflict, Georgia brought three applications against the Russian Federation before the ECtHR.[4] This particular case concerned the forcible removal of over 4,600 Georgian nationals by Russia from its territory, some of whom were also detained and

[1] Case of Georgia v. Russia (I), App. No. 13255/07, Just Satisfaction (Eur. Ct. H.R. Jan. 31, 2019).

[2] Cyprus v. Turkey (IV), App. No. 25781/94, Just Satisfaction (Eur. Ct. H.R. May 12, 2014). *See also* Frederike Kollmar & Jan Martin Hoffmann, *Fewer Complaints, More Satisfaction:* Cyprus v. Turkey, 3 CAMBRIDGE J. INT'L & COMP. L. 1361 (2014).

[3] Case of Georgia v. Russia (I), App. No. 13255/07, Merits (Eur. Ct. H.R. July 3, 2014).

[4] *Id*. Two other cases are pending: *Case of Georgia v. Russia (II)*, App. No. 38263/08; and *Case of Georgia v. Russia (IV)*, App. no. 39611/18. *See* OCTAVIAN ICHIM, JUST SATISFACTION UNDER THE EUROPEAN CONVENTION ON HUMAN RIGHTS 93 (2015).

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