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Cyprus

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The legal framework of Cypriot labour law

The Labour Law in Cyprus consists of both statute law and case law. In order to determine the exact nature of the relationship between employers and employees, and the rights and obligations of each side, one needs to examine the relevant statutes, legal precedents created by case law and contractual obligations agreed expressly or impliedly between the parties. Cypriot statute law covers issues such as the termination of employment, annual paid leave, social insurance, safety and health at work, maternity leave, protection of wages and equal treatment at work. These statutes are further supplemented by relevant Regulations and Decrees which often operate as protection mechanisms in favour of employees.

The rights of employees as well as employers are enforceable mainly through the Labour Disputes Courts[1] which have exclusive jurisdiction to hear these matters, where the amount claimed does not exceed the equivalent of two years' salary. If the claim exceeds such an amount the dispute may be referred to the appropriate District Court, which has unlimited jurisdiction as regards the amount of the award. The limitation period for filing a claim at the Labour Disputes Courts is one year, commencing on the date that the dispute arose. The limitation period for filing a claim with the District Courts is six years from the date that the cause of action arose. The Labour Disputes Courts also have jurisdiction to hear a range of claims related to the employment relationship, such as payment in lieu of notice, cases of unequal treatment or sexual harassment in the workplace. Other means of resolving disputes between employees and employers are: direct negotiation; mediation with the involvement of the Ministry (Department of Labour Relations); and a referral to arbitration.

With the accession of Cyprus to the European Union on 1 May 2004, Cypriot Employment Law was supplemented by EU Employment Law. Cyprus has also ratified the *International Labour Organization (ILO) Convention 87 on the Freedom of Association and the Right to Organise,* and *Convention 98 on the Right to Organise and Collective Bargaining*.

Basic principles of the Labour Law of Cyprus

The right to work is safeguarded by Article 25 of the Cyprus Constitution of 1960, which provides that every person has the right to exercise any lawful profession.[2] The above constitutional right is reflected in section 27 of the Contract Law, which provides that any agreement restraining the exercise of a lawful profession, trade or business of any kind is void (subject to three specific qualifications).[3]

The employment relationship

An "employee" is any physical person who works for another physical or legal person under a contract of employment or apprenticeship in circumstances, or under conditions from which, an employer and employee relationship can be inferred, including persons employed by the State.[4] An "employer" is any natural or legal person who is involved in an employment contract with an employee and is responsible for the business or enterprise.[5] The term "employer" for the purposes of the Social Insurance Law may also include any self-employed person.[6]

Cyprus employment law distinguishes between a *contract of service* and a *contract of services*.[7] A "contract of service" is the foundation of the employment relationship and is governed by applicable statute law and well-established legal precedents. A "contract of services" refers to services of independent contractors and is governed by the principles of the Contract Law. The above distinction is important mainly because of the obligations imposed on the employer. Two important obligations of an employer, whenever an employment relationship is established, are:

- the obligation of the employer to pay social insurance contributions;[8] and
- the obligation of the employer, and the corresponding right of the employee, for compensation for unlawful dismissal, which arises after the completion of 26 weeks of continuous employment and in circumstances defined by Statute.[9]

According to case law, the issue of whether the person offering services is an 'employee' or an 'independent contractor' is resolved by the examination of all the circumstances of the particular case, such as the degree of control, the right to give instructions not only as to what but also as to how to do the work, the chance of profit, and the responsibility/management of the project.

Cyprus Tourism Organization v. the Republic of Cyprus through the Minister of Labour and Social Insurance[10]

This is one of the most recent judgments in which the distinction between a contract of service (i.e. an established employment relationship) and a contract of services, is discussed. The facts were as follows: the Cyprus Tourism Organization ("CTO"), by an administrative recourse to the Supreme Court, sought to set aside, and cancel, a decision of the Minister of Labour according to which an employment relationship existed between CTO and a third party, for whom CTO had to pay social insurance contributions retrospectively. CTO argued that the third party was an independent contractor and not an employee. The decision of the Ministry of Labour was based on the fact that the third party had a fixed salary and fixed working hours, the CTO exercised control over the execution of the work, and the means of production belonged to CTO. CTO argued that the said decision should be annulled because it was taken without due investigation and there was an error with regard to the facts or the law. The Supreme Court rejected both of these arguments, stating that there was sufficient evidence to establish that the third party had an employment relationship with CTO, since the objective criteria of the fixed contract, the control of the work and of the means of production, were present. It added that the Court, when examining the nature of an employment relationship, will look into the essence of the whole relationship between the two parties, irrespective of any oral reference of the parties to a contract of services.

Commencement of employment

Employment contracts may be of a fixed term or of unlimited duration. Contracts of employment can be entered into orally or in writing. However, under *the Provision of Information to the Employee by the Employer on the Conditions Applicable to the Contract or Employment Relationship Law 2000*, the employer is obliged to inform the employee in writing, within one month from the commencement of the employment, of the essential terms of the contract of employment or employment relationship.[11] This legal obligation imposed on employers covers only information relating to the basic terms of the employment, such as the employee's position or nature of his duties or his work, the date of commencement of the contract of employment or employment relationship, the duration of the employment where the contract is for a fixed-term, the duration of paid leave to which the employee is entitled, the manner and the time of granting such leave, and the duration of the employee's normal daily or weekly work.

The statutory minimum salary is fixed on 1 April of each year by an order of the Council of Ministers. The purpose of the legal minimum salary is to protect employees in non-unionised occupations/specialisations, whose conditions of employment can rarely be set through collective agreements. The minimum salary, however, does not apply to all occupations. It currently applies to clerks, sales-persons, school aides, child and infant minders, nursing aides, care workers and security guards. According to the Minimum Wage Order as of 1 April 2012 the minimum salary is €870 (including national insurance contributions) and after a continuous working period of more than six months under the same employer, it increases to €924 (including national insurance contributions).

Termination of employment

Under the *Termination of Employment Law 1967 (24/1967)* the dismissal of an employee and the termination of the employment relationship is lawful at the end of a fixed-term contract. A contract of employment may be terminated by mutual agreement between the parties.[12] The Termination of Employment Law was enacted on 27 May 1967 and came into force on 1 February 1968. Its main purpose is to protect employees against unlawful or unfair dismissal. The Termination of Employment Law applies to all employment relationships, whether existing in the private or the public sector, including apprentices. It also covers the shareholders of private companies who are also employees of these companies. An employer intending to terminate the employment of an employee, who has completed at least 26 weeks of continuous employment with the same employer, is obliged to give the employee notice of the employer's intention in writing, the minimum period of which is fixed by the aforesaid law and depends on the length of the employment. The time period covering the 26 weeks of continuous employment is considered as the probation period during which the employer may dismiss the employee without reason and without notice (this right of the employer does not apply if the employee is a pregnant woman). The employer has the right to terminate the employment of an employee without notice, where the employee's conduct is such as to justify his dismissal without notice, e.g.: gross misconduct by the employee in the course of his duties; commission by the employee of a criminal offence in the course of his duties without the express or implied agreement of his employer; immoral behaviour by the employee in the course of his duties; and serious or repeated contravention or disregard of other rules regulating his employment.

Where the employer does not exercise his right of dismissal without notice within a reasonable time, the termination of employment may be deemed to be unjustified.

a) Unlawful dismissals

Dismissals that cannot be justified under any one of the following grounds are considered unlawful, giving rise to a right for compensation: unsatisfactory performance (excluding temporary incapacitation due to illness, injury, and childbirth); redundancy; *force majeure*, act of war, civil commotion, or act of God; termination at the end of a fixed period; conduct rendering the employee subject to summary dismissal; conduct making it clear that the relationship between employer and employee cannot reasonably be expected to continue; commission of a serious disciplinary or criminal offence; indecent behaviour; or repeated violation or ignorance of employment rules. The amount of compensation for termination of employment is generally calculated based on the years of service of the employee, *as per* the redundancy tables used by the Redundancy Fund (expressed in a number of weeks depending on the years of service), multiplied by the last weekly wage of the employee including commissions and bonuses, if these have been incorporated as part of the employee's remuneration package (excluding one-off payments) or according to the employee's contract of employment.

b) Transfer of business and termination of employment

The transfer of all (or part of) a business is not considered as a reason in itself to terminate the employment of any person. However, dismissals may take place for economic, technical, or organisational reasons that require changes to the workforce, as long as they are effected in accordance with the provisions of the *Termination of Employment Law*. Grounds for dismissal that arose prior to the transfer may justify the dismissal by the new employer.

Employees are not entitled to object to a transfer. Any refusal by an employee to accept a transfer may constitute a material breach of the employment contract, as provided by *the Law Providing for the Preservation and Safeguard of the Rights of Employees on the Transfer of Businesses, Assets or Parts of Businesses law of 2000, as amended by EU Directive in 2001*.[13] If the working conditions or the contract of employment are changed to the employee's detriment this may constitute a breach of contract by the employer. All rights and duties of the transferor stemming from the employment contract or employment relationship as it exists at the date of the transfer must be transferred to the transferee. The transferee must respect any terms in a collective agreement, that were agreed upon by the transferor, for the remainder of the term of the collective agreement or, if such remainder is longer than one year, for at least one year after the transfer. Furthermore, employees retain all rights that they had against the transferor regarding old-age and disability benefits, plus any rights to supplementary retirement benefits.

Loris Savvides v. SSP Catering Cyprus Ltd[14]

Savvides sued SSP for unlawful termination of his employment, claiming compensation from the Redundancy Fund and compensation for loss of career from a third respondent, the company CTC. Savvides had been employed by SSP since 1996 at one of the airport shops which SSP was managing. In 2006, the government entered into an agreement with another company (Hermes Airports Ltd – hereinafter 'Hermes') for the management of the Larnaca Airport under which all rights and obligations of the government deriving from its agreement with SSP were to be transferred to Hermes. A new company would take over the management of the airport shops, namely CTC, and all agreements regarding the management of the airport shops would be terminated. SSP terminated the appellant's employment, alongside that of another 22 of its employees on the grounds of redundancy. The two companies (SSP and CTC) claimed that no transfer of undertaking had taken place and that Directive 2001/23/EC therefore did not apply. CTC further claimed that although it had no obligation to do so, it hired all the employees of SSP, who expressed an interest in being employed by the company, with increased benefits; the appellant had never expressed any interest in being hired by CTC. The Redundancy Fund claimed that this was a case of transfer of undertaking and that the Directive applied. It argued that it was justified in rejecting the appellant's application for redundancy pay, since the latter had been offered the opportunity to be hired with the same or better terms, and declined. The trial Court found that the Directive applies and rejected the appellant's claims against all three of the respondents on the grounds that the appellant had unjustifiably rejected the offer to continue his employment with CTC. In examining the grounds of appeal, the Supreme Court referred to ECJ case law, according to which a transfer of undertaking within the meaning of the Directive takes place when: (a) there is a transfer of material assets such as buildings and machinery; (b) there is a transfer of valuable intangible assets; (c) the new employer employs a significant part of the workforce of the transferred undertaking; (d) there is a transfer of its customers; (e) the activities performed before, and after, the transfer are similar; and (f) there is little or no suspension of activities. According to the ECJ, these criteria are indicative and should not be considered in isolation; the weight given to each of them in the overall assessment and evaluation depends largely on the type of undertaking and the working methods applied. The appellant's second ground for appeal, that the present case did not fall within the scope of the protective provisions of the Directive, was premised upon the position that the identity of the undertaking transferred was not preserved. Since SSP delivered vacant possession of the shops to CTC without knowing what kind of enterprises these shops would host, there was no contract between SSP and CTC, only an assignment to CCP by the government of the rights and obligations under the contract between SSP and the government. In this respect, the Court relied extensively on the ECJ ruling in the *Suzen* case. The Supreme Court criticised the trial Court for paying little attention to the absence of any contractual link between the transferor and the transferee of the enterprise, which had employed the appellant. This fact, although not essential, is a strong indication of the non-realisation of the concept of a transfer within the meaning of the provisions of the Directive. The Supreme Court concluded that the provisions of the Directive did not apply in the present case. The second ground of appeal was valid. Thus, recourse should be made to the redundancy provisions of the Termination of Employment Law No. 24/1967, from where it is obvious that the appellant was redundant and entitled to compensation.

Other protections

Equal treatment at work is a specific statutory obligation of every employer. Employees are protected both against direct and indirect discrimination or any other conduct in relation to employment, which discriminates on the grounds of racial or ethnic origin, religion, beliefs, age and sexual orientation.[15] Article 28 of the Cyprus Constitution (1960) states that every person is equal before the law and it prohibits any kind of discrimination against any person on the ground of his community, race, religion, language, sex, political or other convictions, national or social descent, birth, colour, wealth, social class, or on any ground whatsoever, unless there is an express provision to the contrary in the Constitution. Pregnant workers are also protected by a series of laws and regulations.[16]

Migration and integration

The Cyprus government has ratified the *ILO Migration for Employment (Revised) Convention, 1949 No. 97*, the *Migrant Workers (Supplementary provisions) Convention, 1975 No. 143* and the

Discrimination (Employment & Occupation) Convention, 1958 No. 111. Cyprus has also adopted *Article 19 of the Revised European Social Charter (i.e., the Right of the Migrant Workers and their Families to Protection and Assistance)*. Work permits are granted on the condition that each migrant worker should be linked to a particular employer without the freedom to change jobs, unless the original employer consents to such change. Work permits were previously granted on an annual basis with a maximum period of six years but later the maximum total period was limited to four years. Cases of non-compliance by employers with labour laws are recorded by the European Commission against Racism and Intolerance in its Reports.

In 2007, *Directive 2003/109/EC* was incorporated into the Cyprus law by an amendment of the existing *Aliens and Immigration Law*. The period of five years of lawful residence, required by the law as a pre-condition for granting the long-term resident status, is not deemed to have been interrupted if the applicant was absent from Cyprus for a period no longer than six consecutive months or for a total of a maximum ten non-consecutive months. Although the Directive did not include any language requirements, under trade union pressure, a stringent Greek language requirement was introduced through an amendment to the Aliens and Immigration Law enacted in 2009. Policies and practices governing migrant workers from the moment of entry, their working conditions, legal and social rights, are set out in the tripartite agreement between the Cyprus government, the employers' organisations (OEV and KEVE) and the workers' unions (PEO, SEK, DEOK and some sectional unions). The criteria, originally introduced in 1991 and reaffirmed in 2004, provide that third-country (i.e. non-EU citizens) migrant workers are granted the same employment terms and all other rights enjoyed by Cypriot workers, derived from existing collective agreements and social security schemes. As a rule, work permits to third-country nationals are issued for specific sectors of the economy where there is little or no presence of Cypriot workers. The work permit allows foreign workers the right to change employer after the first year but within the same occupation and sector.[17] The government of Cyprus' Strategy for the Employment of Migrant Workers provides that migrant workers can be employed if local staff are not available to perform the relevant jobs, that the number of migrant workers does not exceed 30% of domestic workers, and that the specific employer did not dismiss any employees in the past eight months.

Andrey Filinov and CH. Aloneftis Enterprises Ltd v. Republic of Cyprus[18]

In *Andrey Filinov and CH. Aloneftis Enterprises Ltd v. Republic of Cyprus*, the applicant company requested an extension of the visa for a Russian employee. The Labour Department rejected the request, alleging that the company had fired Cypriot staff and as such the company violated the criteria for hiring migrant workers. The Labour Department did not rely upon the criteria within the Strategy for the Employment of Migrant Workers, nor did it focus upon the fact that the Russian worker had the same qualifications as the seven Cypriot applicants, consequently the Court decided in favour of the applicants.

Andriy Popovich v Republic of Cyprus[19]

The applicant, a Ukrainian national, acquired a work permit in 2000 and repeatedly renewed his licence until 2011, when his application to become a long-term resident was rejected by the authorities, citing section 18(I), Aliens and Immigration (Amendment Law, No. 8(I)/07) and alleging that long-term residency can be arranged once the applicant possesses a house and a stable and regular economic activity. The Court ruled that long-term residence should be granted because neither the Long-Term Residence Directive nor the law adopting it provides for the acquisition of a house as a prerequisite for long-term residency.

Latest labour market trends

Employment indexes in Cyprus have decreased by more than 3% in the last two years alone. Similar rates have also occurred in countries like Spain, Portugal and Greece. The major cause of the decrease in employment rates has been the global recession, which began its downward spiral in 2008 and seriously affected eurozone countries, together with the latest crisis in the Cypriot banking sector. The dissolution of Laiki Popular Bank and the cut on deposits in the Bank of Cyprus has seriously affected the financial situation and, to that extent, labour trends have also changed significantly. The

agreements with the Troika were part of the deal for a bailout in order to confront the banking crisis. Negative assessments by the Troika could trigger investment outflows that might further adversely affect the economy and to that extent employment, both in public and private sectors.

Employers are not keen to employ new staff, and businesses tend to cut salaries to boost budget and savings. As already stated, the minimum wage is €870 (including national insurance contributions) and, after a continuous working period of more than six months under the same employer, it is €924 (including national insurance contributions).

Legislative/administrative developments

A recent development in the area of Employment Law has been the issuance by the Ministry of Labour of a decree permitting certain businesses like supermarkets and shops to extent their daily working hours on weekdays as well as on weekends. The decree provides that 50% of the extended working time will be covered by newly hired employees who are included in the Labour Office list of unemployed persons. The Ministry of Labour has defended the decree by claiming that this measure will help reduce unemployment, as it creates the need for local businesses to hire additional workers. However, many small and medium-size businesses through their Association support the view that these measures only serve large companies, since small businesses will be unable to compete with them and will ultimately collapse. Moreover, trade unions have also stressed that these measures will worsen working conditions for workers, who will be forced to work for longer hours without overtime pay. On the other hand, the Employers' Association ("OEV") expressed its approval of the measures alleging that more consumption means more growth for the economy. Time will show whether such measures will be effective and will strengthen the economy and reduce unemployment, or whether they will adversely affect small and family-oriented businesses, rendering them unable to survive the competition with larger corporations, especially in the light of the current socio-economic crisis.

On 18 April 2013, the Cyprus Parliament passed a law, which prohibits new employments or promotions in the public and wider public sector. The law was approved in order to implement the policy for additional cuts in public spending agreed in the Memorandum of Understanding signed by the government with the Troika (ECB/EU/IMF).[20]

The Memorandum of Understanding between Cyprus and the Troika contains various other measures which affect employment in the public sector, such as a reduction in the emoluments of public sector employees and pensioners. It also provides for the reduction of public sector employees by 5,000 over the next four years, for the suspension of ATA (automatic inflation adjustment of wages) up to 2014, for the increase of contributions to pension funds, and at the same time for the decrease of pension entitlements in cases of early retirement. The Memorandum also provides that lump sum payments upon retirement should be considered as personal income and they will become taxable.

The *Law on the Reduction of Salaries and Pensions of Officials, Employees and Retirees of the State and the Public Sector*, which came into force on 1 June 2013, provides for additional cuts in salaries and pensions in the wider public sector.[21]

Changes have occurred in the private sector as well. From 1 January 2014, social insurance contributions of both employers and employees will be increased to 7.8% (from 6.8%.). The *Law on the Extraordinary Contribution of Employees, Pensioners and Self-Employed of the Private Sector*[22] which came into force on 1 January 2011, provides for cuts in salaries and pensions in the private sector which will be paid into the public Treasury. It looks unavoidable that all these changes will adversely affect employment benefits generally, will result in a reduction of entitlements from pension funds, will reduce minimum wages, will cause an increase in working hours without extra pay, and will significantly affect every aspect of employment in Cyprus.

Latest important developments in employment litigation

Alexandros Phylaktou v. the Republic of Cyprus[23]

In this recent judgment, delivered on 14 June 2013, the Supreme Court ruled that the Laws 112(I)/2011 and 113(I)/2011 (*The Special Contribution of Officers Employees and Pensioners of the State and*

Public Sector Law and *The Pension Benefits for Government Employees and Employees of Public Sector including Local Authorities (Provisions of General Application) Law* respectively), which were enacted by the House of Parliament to reduce the salaries of judges and the members of the Public Service Commission, are unconstitutional. The applicants, District Court judges, whose salaries were decreased due to the enactment of the above laws, alleged that these laws were unconstitutional, since Article 158.3 of the Constitution provides that "the remuneration and other conditions of service of any such judge shall not be altered to his disadvantage, after his appointment". The Attorney General representing the Republic of Cyprus, given the financial situation of the country and the imposition of pay cuts on all public servants, strongly argued that the judges should not be exempted from pay cuts. The Supreme Court stated that it cannot be disputed that the purpose of Article 158.3 is the protection of the independence of the judiciary, envisaged by the constitutional doctrine of the separation of powers. Further, the Supreme Court ruled that the above laws could not be considered as tax laws either as general laws applicable to all citizens, and therefore the argument of the Attorney General, that the aforementioned laws were in line with Article 158.3 of the Constitution, was rejected. The Attorney General, *inter alia*, alleged that the critical situation of the economy of the country justifies emergency measures under the doctrine of necessity. The Supreme Court, however, decided that this was not a proper case for the doctrine of necessity to be applied.

The aforesaid decision of the Supreme Court has triggered public debate, and deepened the confusion and disagreement between various layers of society and their leaders on how to combat recession and restore economic growth.

In light of the recent developments and under the pressure of the current recession, heated debates and confrontations have arisen between trade unions and employers' associations, as well as between all political parties in Cyprus. This debate has not reached a conclusion as regards the development of the legal and the social framework regulating employment relations as a result of the economic crisis. It is probable that, in the near future, we may see serious changes in the labour and related laws and regulations touching on the employment relationship between employers and employees, and between the government and the employees in the public sector.

Endnotes

1. Labour Disputes Courts were established under section 12 of the Annual Paid Leave law, 8 of 1967, as amended. Their jurisdiction is established under section 30 of the Termination of Employment Law.
2. The Constitution of Cyprus.
3. Contract Law, *Cap.* 149, as amended.
4. *Tsapaco Catering Ltd v. Republic of Cyprus* (1995) 4 CLR 94 and section 2 of the Termination of Employment Law of 1997 (Law 24/67), as amended.
5. *Avraam K. Prousi v. Redundant Employees Fund*, delivered on 15.6.1998 (case No. 250) 1CLR 363.
6. *Stilvi General Cleaners Ltd v. Director of Social Insurance and Other* (1994) 4 CLR 912.
7. *Cleanthis Christofides Ltd v. The Fund for the Redundant Employees*, Yiannakis Fiorides, 31/3/1978 (case no.149).
8. Social Insurance Law of 1980 (Law 106/72), as amended.
9. Termination of Employment Law of 1967 (Law 24/67), as amended.
10. *Cyprus Tourism Organization v. the Republic of Cyprus through the Minister of Labour and Social Insurance*, delivered on 19.2.2013 (case No. 406/2011).
11. Terms of Employment Law, 100 (I) of 2000.
12. *Georgiou v. 1. Clappas Trading House Ltd 2, Redundancy Fund*, Case 758/96, 32 JLDC 129.
13. The Law Providing for the Preservation and Safeguard of the Rights of Employees on the Transfer of Businesses, Assets or Parts of Businesses (Law No. 104/(I)/2000), came into force on 7 June 2000, with a subsequent amendment that came into force on 2 May 2003 (hereinafter the "Law"). The Law harmonises the Cyprus Law with the EU Directive 2001/23/EC.
14. *Cf. Loris Savvides v. SSP Catering Cyprus Ltd, Redundancy Fund and CTC-ARI Airports Ltd*, Civil Appeal 179/2009, 20 September 2012.
15. Equal Treatment at Work and Employment Law 2004. The Cyprus Constitution 1960 contains a general anti-discrimination provision that corresponds to Article 14 of the European Convention

on Human Rights (ECHR). However, age, disability and sexual orientation are not expressly covered by the Constitution. See the case of *Avgoustina Hadjiavraam v. The Cooperative Credit Company of Morphou* (Case No. 258/05) in relation to discrimination on the ground of age. This was the first ever case in the Cyprus Courts invoking the law incorporating anti-discrimination European directives.

16. The Protection of Maternity Laws of 1997 to 2008, the Equal Treatment for Men and Women in Employment and Vocational Training Laws of 2002 to 2009, the Parental Leave and Leave on Grounds of Force Majeure Laws of 2002 to 2012, the Protection of Maternity (Safety and Health at Work) Regulations of 2002.
17. IOM International Organization for Migration (2010), Migration, Employment and Labour Market in the European Union: Part 2 Labour Market Integration Policies in the European Union (2000-2009), Cyprus expert Nicos Trimikliniotis.
18. *Cf.* Case no. 24/2012, judgment delivered on 21 March 2013.
19. *Cf.* Case no. 1699/2011, judgment delivered 13 March 2013.
20. Law on the Prohibition of Filling in Vacancies at the Public and Wider Public Sector and in Legal Persons of Public Law dated 18.04.2013, Law No. 21(I)/2013.
21. 2012 (168 (I)/2012).
22. 2011 N 202(I)/2011.
23. *Alexandros Phylaktou v. the Republic of Cyprus*, joint cases 397/2012 and 480/2012, from the 84 appeals initially filed, 47 were later withdrawn "in light of the deterioration of the state's general financial condition without however, the applicants accepting the legality of the contested decisions".

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