



INTERNATIONAL COURT OF JUSTICE

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Communiqué
unofficial
for immediate release

No. 98/28
3 September 1998

Gabčíkovo-Nagymaros Project (Hungary/Slovakia)

Slovakia requests an additional Judgment

THE HAGUE, 3 September 1998. Slovakia today filed in the Registry of the International Court of Justice (ICJ) a request for an additional Judgment in the case concerning Gabčíkovo-Nagymaros Project (Hungary/Slovakia) relating to the construction and operation of dams on the river Danube for the production of electricity, flood control and improvement of navigation.

Such an additional Judgment is necessary, according to Slovakia, because of the unwillingness of Hungary to implement the Judgment delivered by the Court in that case on 25 September 1997.

In its request, Slovakia states that the Parties conducted a series of negotiations on the modalities for executing the Court's Judgment and initialled a draft Framework Agreement, which was approved by the Government of Slovakia on 10 March 1998. Slovakia, however, contends that "on 5 March 1998, Hungary postponed its approval and, upon the accession of its new Government following the May elections, it has proceeded to disavow the draft Framework Agreement and now further delays implementing the Judgment". Slovakia maintains that it now wants the Court to determine the modalities for executing the Judgment.

As the basis for its request, Slovakia invoked Article 5 (3) of the Special Agreement signed at Brussels on 7 April 1993 by itself and Hungary with a view to the joint submission of their dispute to the Court.

The full text of Article 5 reads as follows:

"(1) The Parties shall accept the Judgment of the Court as final and binding upon them and shall execute it in its entirety and in good faith.

(2) Immediately after the transmission of the Judgment the Parties shall enter into negotiations on the modalities for its execution.

(3) If they are unable to reach agreement within six months, either Party may request the Court to render an additional Judgment to determine the modalities for executing its Judgment."

Slovakia now asks the Court

"to adjudge and declare:

1. That Hungary bears responsibility for the failure of the Parties so far to agree on the modalities for executing the Judgment of 25 September 1997;
2. That in accordance with the Court's Judgment of 25 September 1997, the obligation of the Parties to take all necessary measures to ensure the achievement of the objectives of the Treaty of 16 September 1977 (by which they agreed to build the Gabčíkovo-Nagymaros Project) applies to the whole geographical area and the whole range of relationships covered by that Treaty;
3. That, in order to ensure compliance with the Court's Judgment of 25 September 1997, and given that the 1977 Treaty remains in force and that the Parties must take all necessary measures to ensure the achievement of the objectives of that Treaty:
 - (a) With immediate effect, the two Parties shall resume their negotiations in good faith so as to expedite their agreement on the modalities for achieving the objectives of the Treaty of 16 September 1977;
 - (b) In particular, Hungary is bound to appoint forthwith its Plenipotentiary as required under Article 3 of the Treaty, and to utilize all mechanisms for joint studies and cooperation established by the Treaty, and generally to conduct its relations with Slovakia on the basis of the Treaty;
 - (c) The Parties shall proceed by way of a Framework Agreement leading to a Treaty providing for any necessary amendments to the 1977 Treaty;
 - (d) In order to achieve this result, the Parties shall conclude a binding Framework Agreement not later than 1 January 1999;
 - (e) The Parties shall reach a final agreement on the necessary measures to ensure the achievement of the objectives of the 1977 Treaty in a treaty to enter into force by 30 June 2000;
4. That, should the Parties fail to conclude a Framework Agreement or a final agreement by the dates specified at sub-paragraphs 3 (d) and (e) above:
 - (a) The 1977 Treaty must be complied with in accordance with its spirit and terms; and
 - (b) Either party may request the Court to proceed with the allocation of responsibility for any breaches of the Treaty and reparation for such breaches."

The request for an additional Judgment filed by Slovakia has been transmitted to the Government of Hungary.

History of the dispute

On 2 July 1993, Hungary and Slovakia notified jointly to the Court a Special Agreement signed on 7 April 1993 for the submission of certain issues arising out of differences regarding the implementation and the termination of the Budapest Treaty of 16 September 1977 on the construction and operation of the Gabčíkovo-Nagymaros barrage system.

In 1989, Hungary suspended and subsequently abandoned completion of the project alleging that it entailed grave risks to the Hungarian environment and the water supply of Budapest. Slovakia denied these allegations and insisted that Hungary carry out its treaty obligations. It planned and subsequently put into operation an alternative project only on Slovak territory, whose operation had effects on Hungary's access to the water of the Danube.

Hearings in the case were held between 3 March and 15 April 1997, the Court paying a site visit (the first ever in its history) to the Gabčíkovo-Nagymaros Project between those dates.

In its Judgment of 25 September 1997, the Court found that both Hungary and Slovakia had breached their legal obligations. It called on both States to negotiate in good faith in order to ensure the achievement of the objectives of the 1977 Budapest Treaty, which it declared was still in force, while taking account of the factual situation that had developed since 1989.

Website of the Court: <http://www.icj-cij.org>

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