

In: **KSC-BC-2020-05/R001/IA001**
The Specialist Prosecutor v. Mr. Salih Mustafa

Before: **A Panel of the Court of Appeals Chamber**
Judge Michèle Picard
Judge Kai Ambos
Judge Nina Jørgensen

Registrar: Fidelma Donlon

Filing Participant: Specialist Counsel for Salih Mustafa

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Public Redacted Version of
Mustafa's submissions in appeal with regard to the Decision on the Payment of Interest

Registry:
Fidelma Donlon

Specialist Counsel
for Salih Mustafa:
Julius von Bóné

Counsel for Victims:
Anni Pues

I. INTRODUCTION

1. The present appeal is filed against the Decision of a Single Judge Panel issued 16 July 2025 on the Payment of Interest by Salih Mustafa in relation to Reparations.¹ Where in the present document is being referred to the Constitution, the Law, the Rules or ECHR respectively it is meant the Constitution of the Republic of Kosovo, the Law on Specialist Chambers and Specialist Prosecutors Office (Law 05/L-053), the Rules of Procedure and Evidence of the Kosovo Specialist Chambers (KSC), and the European Convention on Human Rights. Where in the present document is being referred to Defence, this can be equally understood as submission of Mr. Mustafa.

II. PROCEDURAL BACKGROUND

2. On 6 April 2023, after convicting Salih Mustafa (Mr Mustafa) for war crimes,² the Trial Panel I issued a Reparation Order against him, directing the payment of a total sum of 207,000 EUR to eight (8) victims as compensation for the harm inflicted by the crimes for which he was convicted (Reparation Order).³
3. On 14 December 2023, a Panel of the Court of Appeals Chamber confirmed all convictions which form the basis of the Reparation Order.⁴

¹ KSC-BC-2020-05/R001/F00032, 16 July 2025. Decision on the payment of interest by Salih Mustafa in relation to reparations.

² KSC-BC-2020-05, F00494, Trial Panel I, *Trial Judgment*, 16 December 2022, confidential, para. 831. A public redacted version was issued on 8 June 2023, F00494/RED3/COR.

³ KSC-BC-2020-05, F00517, Trial Panel I, *Reparation Order against Salih Mustafa*, 6 April 2023, confidential, paras 250-252, 283, with Annexes 1-4, strictly confidential and *ex parte*. A corrected public redacted version of the Reparation Order was issued on 14 April 2023, F00517/RED/COR.

⁴ KSC-CA-2023-02, F00038/RED, Court of Appeals Panel, *Public Redacted Version of Appeal Judgment*, 14 December 2023, public, para. 481.

4. On 25 March 2024, the Single Judge issued the Decision on Victims' Counsel's Request to set a date for the payment of Reparations and other matters (Decision on Payment of Reparations). Finding that the Reparation Order, which had become final, was immediately enforceable, the Single Judge Panel also addressed, *inter alia*, on the issue of interest, the interest rate on reparations, (i) ordering the Registrar to request information from the Kosovo Ministry of Justice as to the applicable law and practice of Kosovo courts on: (a) the interest rate to be applied in cases of reparation awards for damages based on a final criminal conviction, and (b) when interest would start to accrue in such cases before Kosovo courts; and, as such, (ii) deferring a decision on this issue.⁵
5. On 28 of February 2025 the Registrar reported on the issue referred to above.⁶ In paragraph 14 of the Registrar's Report, it was reported that Registrar had not received further responses from the Kosovo Ministry of Finance at the date of filing.
6. On 16 July 2025 a Single Judge Panel issued a Decision on the Payment of Interest by Salih Mustafa in relation to Reparations.⁷
7. On 23 July 2025 Mustafa filed its Application for Leave to Appeal through Certification from Decision KSC-BC-2020-05/R001/F00032.⁸
8. On 11 August 2025 the Single Judge Panel issued a Decision granting Salih Mustafa's Leave to Appeal Decision R001/F00032.⁹

⁵ Decision on Payment of Reparations, paras 28-29, 52, 66(a), (o).

⁶ Registrar's Report on Execution of the Decision and Orders related to Reparations (F00023) with five strictly confidential and *ex parte* annexes, 28 February 2025, KSC-BC-2020-05/R001/F00026

⁷ KSC-BC-2020-05/R001/F00032, 16 July 2025. Decision on the payment of interest by Salih Mustafa in relation to reparations.

⁸ Mustafa's Application for Leave to Appeal through Certification from Decision KSC-BC-2020-05/R001/F00032; 23 July 2025 KSC-BC-2020-05/R001/F00033

⁹ Decision on Salih Mustafa's Application for Leave to Appeal Decision R001/F00032; KSC-BC-2020-05/R001/F00038; 11 August 2025.

9. On 14 August 2025, the President of the Specialist Chambers issued a Decision Assigning a Court of Appeals Panel.¹⁰
10. [REDACTED].¹¹
11. On 27 August 2025, Mustafa filed his Request for a new timeline to file submissions in Appeal regarding the Decision on Payment of Interest in relation to Reparations.¹²
12. On 1st of September the Appeals Panel issued a Decision on Defence Request for Extension of Time to File submissions in Appeal, partially granting Mustafa's Request.¹³

III. SUBMISSIONS

13. In the Decision of the Single Judge Panel in which he granted the defence to appeal his decision, the Single Judge Panel reformulated the issues to be dealt with in Appeal.¹⁴ In Paragraph 26 of his Decision the Single Judge Panel considered: "With a view to providing more clarity, which could assist the Court of Appeals Panel, the Single Judge Panel reformulates the issues, as follows:

¹⁰ Decision Assigning a Court of Appeals Panel; KSC-BC-2020-05/R001/IA001/F00001/14 August 2025

¹¹ [REDACTED].

¹² Mustafa's Request for a new timeline to file submissions in Appeal regarding the Decision on Payment of Interest in relation to Reparations KSC-BC-2020-05/R001/IA001/F00002; 27 August 2025

¹³ Decision on Defence Request for Extension of Time to File Appeal, KSC-BC-2020-05/R001/IA001/F00003; 1 September 2025.

¹⁴ Decision on Salih Mustafa's Application for Leave to Appeal Decision R001/F00032; KSC-BC-2020-05/R001/F00038; 11 August 2025.

- (1) *First Reformulated Issue:* Whether the Single Judge Panel erred in determining that an interest rate applies to the part of the Reparation Order which has not been executed yet by Mr. Mustafa, and up until the Reparation in Order is paid in full;
- (2) *Second Reformulated Issue:* Whether the Single Judge Panel erred in determining that such an interest rate should be eight percent (8%) per annum;
- (3) *Third Reformulated Issue:* Whether the Single Judge Panel erred in determining that the established interest rate starts to accrue as of the date on which the Impugned Decision was notified to Mr. Mustafa;
- (4) *Fourth Reformulated Issue:* Whether the Single Judge Panel erred in determining the modalities of the calculation of the established interest rate, as set forth in paragraph 29 of the Impugned Decision (together, Reformulated Issues). “¹⁵

14. The Defence will now address each of the reformulated issues below.

- (1) *First Reformulated Issue:* Whether the Single Judge erred in determining that an interest rate applies to the part of the Reparation Order which has not been executed yet by Mr. Mustafa, and up until the Reparation in Order is paid in full;

15. The Defence submits that the Single Judge erred that *any* interest applies at all to the Reparation Order. That implies that any interest rate would apply to the part of the Reparation Order which has not been executed yet. In the furtherance of that, it also means that no interest at all is to be applied until the Reparation Order is paid in full.

¹⁵ Ibid, paragraph 26

16. The issue of an interest to be paid is without any legal basis in the applicable Law of the Specialist Chambers.
17. First, the Law of the Specialist Chambers does not regulate the payment of any interest and that includes therefore the interest rate that is to be calculated over the sum that is to be paid according to the Reparation Order. The fact that interest is to be paid is without sound legal basis. The Decision of the Single Judge Panel exceeded its authority. The Single Judge Panel erred as it incorrectly applied rules that fall outside the of the KSC Law and Constitution as in none of these interest over awarded reparation is regulated. Only articles expressly contained within the KSC Law, the Rules and the Constitution are applicable. The Single Judge Panel cannot invent a rule without a legal basis provided for within the Law of the Specialist Chambers.
18. Had the drafters of the KSC Law and Rules meant to regulate the payment of interest over the Reparations, then the drafters of the Law would have expressly regulated it within the Law or the Rules, or any by-law. No such is the case.
19. Second, the Reparation Order, which is final, does not stipulate that any interest is to be paid over the Reparations. The Single Judge Panel is assigned to (only) execute the Reparation Order. It falls outside his competence to add, remove or amend the Reparation Order. The Single Judge's decision regarding the payment of interest over the awarded reparations, exceeded his competence and authority, as the Single Judge is bound by what is written in the Reparation Order. Had the Trial Panel meant to regulate the payment of interest, then they would or should have done so. However, the Trial Panel had no source of the Law that enabled them to apply any interest. They did not "forget" this; they simply had no legal basis for it.

20. Moreover, the Trial Panel 1 considered in the reparation order: *“Considering the above, the Panel invites the President of the KSC, as the person responsible for the judicial administration of the KSC, to assign a judicial authority to monitor and oversee the implementation and execution of this Reparation Order.”*¹⁶ Therefore, the Single Judge Panel has no authority other than executing this Reparation Order. He can in no manner change or add anything to the Reparation Order. The principal of finality of a decision counts equally for the Single Judge Panel, as much as it does for the Parties. Adding a new component to the existing Reparation Order renders it arbitrary and manifestly unreasonable and undermined foreseeability and legal certainty.
21. The Single Judge cannot and may not invent or apply any new Rule. Nor can the Single Judge invent a legal basis for it, when it is not expressly incorporated in the Law of the Specialist Chambers or the Constitution. As the Single Judge Panel is bound by the Articles of the Law and the Constitution, when expressly enunciated in any of these documents, the Single Judge Panel exceeded his authority and competence over the matter that was assigned to him.
22. In paragraph 12 of his Decision the Single Judge notes under the chapter Applicable Law: *“The Single Judge notes Articles 22 and 53 of the Constitution of the Republic of Kosovo (Constitution), and Articles 3(2), 7, and 22 of Law No. 05/L-053 on Specialist Chambers and Specialist Prosecutor’s Office (Law).”*¹⁷
23. However, not any of these gives the Single Judge, nor the Trial Panel, the legal basis to apply interest over the Reparations. And, as cited above, nor does the Reparation Order itself provide the Single Judge any basis for the application of interest to be paid over the awarded Reparations. The Single Judge therefore erred in citing any of these articles of the Constitution and the Law, as they provide no legal basis for his decision. In fact, the Single Judge acted not in compliance with any of the cited Articles.

¹⁶ Paragraph 252 of the KSC-BC-2020-05/F00517, 06/04/2023 Reparation Order against Salih Mustafa With 4 Annexes strictly confidential and *ex parte*.

¹⁷ Para. 12 of the Decision on the payment of Interest by Salih Mustafa in relation to reparations, KSC-BC-2020-05/R001/F00032, 16 July 2025

24. Third, the fact that the Single Judge deferred in paragraph 17 of his decision, the issue regarding potential interest rates on the amount owned by Mr. Mustafa: *“found that this issue was obviously not urgent as it was not clear whether and when those amounts would be paid”*,¹⁸ is an irrelevant factor.
25. The issue whether an interest payment is due over the awarded Reparations is a fundamental issue. It does not depend in any manner on whether it is urgent or whether it would or could be paid.
26. The Single Judge Panel even noted that: *“the Law and the Rules of Procedure and Evidence before the Kosovo Specialist Chambers are silent on both the question of the interest rate to be applied and the point at which such interest starts to accrue and that (...) the Kosovo Law on Obligations, is not expressly incorporated and applied by the Law and that, as such, the Specialist Chambers (SC) are not bound to adjudicate in accordance with it.”*¹⁹
27. The Single Judge Panel went even a step further in questioning the information received from the Ministry of justice regarding the Kosovo Law of Obligations. Instead, the Single Judge Panel interpreted himself the Kosovo law of Obligations in a manner to justify his ultimate decision of applying interest on the remainder of the Reparations. However, even though the Specialist Chambers is not bound by this Law of Obligations, the Single Judge Panel applied it anyhow.
28. The fact that the Specialist Chambers are not bound by the Kosovo Law of Obligations, does not mean that a Panel – be it a Single Judge or a Trial Panel- can apply laws of any kind that are not expressly incorporated within the law of the Specialist Chambers.

¹⁸ Ibid. Para 17

¹⁹ Ibid, Para 19

29. For the reasons above, the defense submits that the Single Judge Panel erred in his decision to apply interest in case of non-payment. The Decision is not compliant with the articles of the Law and the Constitution. The Single Judge Panel acted outside the boundaries of the Law of the Specialist Chambers. The Decision must be declared null and void.

(2) Second Reformulated Issue: Whether the Single Judge erred in determining that such an interest rate should be eight percent (8%) per annum;

30. The Defence submits that the Single Judge erred in determining that such interest rate should be eight percent (8%) per annum.

31. The Defence reiterates the no interest is to be applied at all, as argued under the first Reformulated Issue. Therefore, the interest rate falls under the same umbrella.

32. The interest rate of eight percent (8%) has no legal basis. Neither in the in the Constitution, nor in the KSC law or any by-law thereof, is there any sound legal basis for this interest rate, or any other interest rate whatsoever.

33. Had the drafter of the Law on the Specialist Chambers wanted to apply a specific interest rate for this matter, then they would have done so in the Law. They did not. Therefore, the Single Judge cannot invent an interest rate, nor can he apply an interest rate from a Law to which the Specialist Chambers is not bound. In addition, the Trial Panel 1 did not implicitly nor explicitly rule that interest, or a specific interest rate would be applied on the awarded reparations. The Single Judge Panel exceeded his authority and competence over the matter that was assigned to him.

34. The Defence further submits –as stated in the paragraph 23 of the Decision– that: “*the Kosovo law establishes a **penalty rate** of eight percent (8%) rate per person per annum.*”²⁰ The rate that is applied is a separate penalty. The application of this rate has a clearly punitive character. The Single Judge Panel, by applying this rate stemming from the Kosovo Law of Obligations, has penalized Mr. Mustafa. Such penalization exceeds his authority and competence. Mustafa is in fact twice penalized within the same trial proceedings. The Single Judge Panel went by doing so outside the boundaries of his authority and competence. That is in violation of the fair trial principle as enshrined in the Kosovo Constitution as well as under Article 6 of the ECHR.

35. [REDACTED],²¹

[REDACTED].²²

36. [REDACTED].²³

²⁰ Para. 23 of the Decision on the payment of Interest by Salih Mustafa in relation to reparations, KSC-BC-2020-05/R001/F00032, 16 July 2025.

²¹ [REDACTED]

²² [REDACTED]

²³ [REDACTED]

37. [REDACTED].

38. For this reason alone, the application of the eight percent (8%) interest rate must be declared null and void. No punitive sanctions can be rendered for the single reason that someone is indigent. Moreover, the eight percent (8%) penalty interest rate is a disproportionate sanction hence it violates Article 31 (1), Article 22 and Article 33 (3) of the Kosovo Constitution.

39. Furthermore, the Single Judge Panel considered in his decision that: *"interest should be paid by Mr. Mustafa on the amounts owed as reparations to the victims, to ensure that awards are not economically devalued with the passing of time."*²⁴ This consideration apparently justifies the eventual application of an interest rate of eight percent (8%) per annum. However, the standard that was applied in order to prevent that awards are not economical devaluated, is wrong and unjust.

40. Usually, the devaluation of money is calculated on the basis of inflation rate in order to prevent the devaluation, if any, of money. The basis should not be to implement a punitive measure for the prevention of devaluation of a pecuniary damage that has been awarded to a victim. The defense submits that the Single Judge Panel erred in the interest rate that was to be applied for the intended purpose.

²⁴ Para.18 of the Decision on the payment of Interest by Salih Mustafa in relation to reparations, KSC-BC-2020-05/R001/F00032, 16 July 2025.

41. The Defense submits that Registrar is best placed and equipped to report to the Panel about any other rate that is to be applied for this purpose. Information from the Ministry of Finance of Kosovo could provide information about *if and how much* any sum would devalue if an award was not paid back in time. The rates could even vary per year. Once again, the defense stresses that a person of whom has been established as being fully indigent, is not in a position to fully repay such amount as in the current Decision of the Single Judge Panel. The current annual interest rate alone [REDACTED].

42. [REDACTED].

43. [REDACTED].

44. For the reasons above, separately and in combination with one another, the applied standard for the interest rate should be declared null and void.

(3) *Third Reformulated Issue: Whether the Single Judge erred in determining that the established interest rate starts to accrue as of the date on which the Impugned Decision was notified to Mr. Mustafa;*

45. The Defence reiterates that no interest is to be applied at all, as argued under the first Reformulated Issue as earlier in this document has been submitted. The Defence further reiterates, as argued under the Second Reformulated Issue that the interest rate of eight percent (8%) equally has no legal basis, is a punitive sanction and is not in compliance with articles of the law and the constitution.

46. Neither in the in the Constitution, nor in the Law or any by-law. And even in the Reparation Order itself is there any legal basis for interest or any interest rate.

47. Lastly, The Reparation Order, as argued under the Second Reformulated Issue, is simply to be executed by the judicial Authority that has been assigned for that task (that is to *monitor, oversee and execute* the Reparation Order). The Defence submitted earlier that the Single Judge Panel exceeded his authority and competence when he applied interest and the interest rate.

48. The issue in this third Reformulated issue is about the timing. The timing as established by the Single Judge Panel is: *"that the established interest rate starts to accrue as of the date on which the Impugned Decision was notified to Mr. Mustafa."*²⁵

49. The Defense submits that the timing of this is wrong, and not only for the earlier mentioned reasons.

²⁵ Para. 28 of the Decision on the payment of Interest by Salih Mustafa in Relation to Reparations, KSC-BC-2020-05/R001/F00032, 16 July 2025.

50. The decision implies that the apparent start of accruing the interest is the date that the decision is notified to Mustafa, and until the Reparation Order is fully complied with.²⁶ The defense submits that this is the wrong timing. The correct date can only be at the time when the decision of the Single Judge Panel has established that Mustafa has deliberately not compensated the victims even though he is capable of doing so. [REDACTED].

51. It is important to note that even the Trial Panel 1, when it ordered the Reparations to be paid by Mustafa, it found that at that time Mustafa was supposed to be unable to fully compensate the victims. Mustafa was found partially indigent at the time that the Decision on Reparation Order was rendered ²⁷ (i.e. apart from what was on his bank accounts).

52. [REDACTED].²⁸

²⁶ Ibid.

²⁷ KSC-BC-2020-05/F00517, 6 April 2023, Reparation Order against Salih Mustafa With 4 Annexes strictly confidential and *ex-parte*: **Para. 258.** “Considering that, notwithstanding the above, this Reparation Order cannot – at this time – be fully executed by Mr Mustafa, the Panel finds Mr Mustafa partially indigent for the purpose of reparations.” **Para. 259.** “Furthermore, given that Mr Mustafa appears – at this time – to be unable to pay the totality of the reparation award, the Panel is of the view that other actors ought to step in to execute it.”

²⁸ [REDACTED]

53. As the Decision of the Single Judge Panel regarding the timing that the established interest rate would accrue once Mustaf is being notified about this decision, it makes no difference whether Mustafa cooperated or not regarding the disclosure of his assets.

54. [REDACTED].

55. If any such punitive sanctions were to be imposed on Mustafa, it must be first ruled that such punitive sanction is in accordance with the Law and the Constitution, and further that only if any deliberate action of Mustafa not to compensate the victims while being capable of doing so, would be established. [REDACTED]. Therefore, the imposed rate - which is based on a penalty interest according to the Single Judge Panel ⁻²⁹, is not a proper basis to establish the timing that the interest would accrue and calculated.

56. Any penalty interest rate, if applicable at all, could be further defined. This issue is to be separated from any “regular” interest. In sum, it is feasible that there would be 2 separate interest rates that could be applied (*quod non*): an interest rate that avoids the economical devaluation of money and an interest rate that is only applied when it is established that a person is deliberately not compensating the victims even though he is capable of doing so.

²⁹ Para 23 of the Decision on the payment of Interest by Salih Mustafa in Relation to Reparations, KSC-BC-2020-05/R001/F00032, 16 July 2025

57. In sum, the Single Judge Panel erred in the timing from which the interest would accrue. A more balanced approach is to be undertaken. In such approach all the circumstances and possible motives are to be examined before implementing particular interest rates. The current timing appears to be a “one-size-fits-all” modality in which no reasonable determination is made from the particular circumstances of the non-payment of the awarded reparations.

58. For the foregoing reasons the decision on this part of the decision of the Single Judge Panel is to be declared null and void.

(4) Fourth Reformulated Issue: Whether the Single Judge erred in determining the modalities of the calculation of the established interest rate, as set forth in paragraph 29 of the Impugned Decision (together, Reformulated Issues).

59. The Single Judge determined in para 29 of his decision the modalities of the calculation of the established interest rate. The Single Judge considered that: *“As such, interest shall be calculated separately from the outstanding portion of the Reparation Order. Interest shall be payable only if and when the Reparation Order is executed in full, and shall be calculated pro rata for each victim, in line with the amount awarded to them in the Reparation Order.”*³⁰

60. The Defence finds the modalities of calculation, as presented in para 29 as too ambiguous. In particular, it is -at least to the defense- unclear what is meant with: *“Interest shall be payable only **if and when** the Reparation Order is executed **in full**”*.

61. First of all, it is -at least to the defense- unclear at what point in time the “*if and when*” occurs. Does it mean when *all* the victims are compensated, or even if *some of the victims* are fully compensated?

³⁰ Para 29 of the Decision on the payment of Interest by Salih Mustafa in Relation to Reparations, KSC-BC-2020-05/R001/F00032, 16 July 2025

62. If some of the victims are at some point in time fully compensated, does Mustafa still need to pay the full interest rate as the Reparation order in that sense is not yet executed in full? It seems unfair that if at some point in time some of the victims have been already fully compensated, then still interest would be calculated for those as the other victims have not compensated yet at that point in time. It is important to note that the awarded damages vary significantly from one another. [REDACTED].
63. Furthermore, at least to the defense, the repayment schedule is unclear to the extent over which part the 8% interest rate is due.
64. If Mustafa were to repay (one of) the victims with -let's say- 1000 € in a given year, the defense might read this sentence (as cited in the paragraph 60 of the present document) as in the following: the 8% interest will still be 8 % over the entire sum that is outstanding, as the Reparation Order will at that time not have been *paid in full*.
65. Or does it mean: the outstanding sum, minus 1000 €, will be the sum over which the 8% will be calculated. In this case, the Reparation Order has not been paid in full.
66. How is the interest calculated, when partial repayments at some point in time have been made? Is the interest calculated over the full amount, or not?
67. At some point in time, one of the victims will have been paid in full, as the amount of repayment that is due, will shrink over the years. Does this mean that, even though a particular victim has been paid in full, Mustafa would still need to pay the interest of 8 % to that victim, as the other victims (and therefore the entire Reparation Order), has not been paid in full?

68. The defense is unable to understand what is meant with the sentence (as cited in paragraph 60 of the present document). There should be no room misunderstanding, (mis) interpretation or ambiguity regarding the modalities of payment of interest. This is both to the benefit of the victims as well as to Mustafa. It provides certainty for the years to come.
69. The Single Judge Panel erred in determining the modalities that are listed in para 29 of the Decision, at least in the wording of what is meant by one of the modalities as mentioned above. Therefore, the Single Judge Panel erred, or at least erred in the wording and the underlying meaning and explanation of one of the modalities.
70. The Single Judge Panel erred in the modalities as these are multi-interpretable modalities that shed no clear light upon when a situation occurs. As this remains unclear, the modalities as worded cannot stay intact, and should be declared null and void, or alternatively be referred back to the Single Judge Panel in order that more clarity can be gained on the exact meaning of the indicated modality.

AN ALTERNATIVE PATH FOR THE VICTIMS

71. Irrespective of the issues of the submissions put forward in the present document regarding the impugned decision, the defense has reflected on a possible alternative path for victims to be fully compensated at an earlier point in time.
72. As in principle the claims of the victims are of a civil-legal nature, the defense submits that each of the victims could through a deed of assignment carry over their claims to the State of Kosovo. By doing so, they could be compensated in full and at an earlier point in time. The State of Kosovo, having taken over their claims, could then execute the remainder of the reparations to Mustafa.

73. In this alternative path the convicted person will still have the obligation to pay. The convicted person only needs to pay a different entity: instead of the victims he would have to repay it to the State of Kosovo. The State is even in a better position to collect the money that the convicted person owes. In any event, the victims have a certainty that their awarded claim will be paid at an earlier point in time.
74. The defense submits that the KSC Registrar is best placed to investigate the feasibility of this proposition. The defense has recently requested the Ministry of Justice of Kosovo to check which department would be in charge to handle this matter. However, there is no news at this point about it. The Court of Appeals could suspend the proceedings temporarily in order that the Registrar can effectuate such investigation.
75. The defense requests that a Court of Appeals schedules a hearing in which the defense can further elaborate on the issues as in the present document and that other parties are invited to make submissions and clarifications, and present their views over, in particular, the alternative path for repayment as suggested by the defense. The defense submits that in a hearing the views and submissions of the parties and the Registrar would benefit the efficiency of the proceedings (rather than written submissions over the issues at hand).

For the foregoing reasons, Mustafa requests the Panel of the Court of Appeals to:

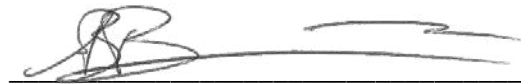
1. Grant Mustafa's appeal to the extent that the impugned Decision be annulled and declared null and void.
2. In case the impugned decision is left intact, the decision regarding the modalities on the payment of interest will be referred back to the Single Judge Panel for clarifications, so that there will be no room for any (mis) interpretation.

3. Alternatively, suspend the proceedings temporarily, and instruct the Registrar to investigate feasibility of the issue described in paragraphs 71 to 74 of the present document, and report back to the Panel of the Court of Appeals regarding the results of its investigation of the matter.
4. Grant the request of the Defence to schedule a hearing on the matters that are put forward in these submissions.

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7 September 2025

At The Hague, the Netherlands

A handwritten signature in dark ink, appearing to be 'Julius von Bóné', written over a horizontal line.

Julius von Bóné

Specialist Defence Counsel