

POLITICAL SCIENCE

Breach of Contractual Obligations by Subjects of Binding Legal Relations: Case Law and Prospects for Solution

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Abstract. The article presents a conceptual analysis of the legal nature and essence of subjective right. The etymology and features of debtor's obligation and the facts that give rise to it are considered. Based on the analysis of the current legislation of Ukraine, the description of the legal actions of a creditor under the provisions of the Civil Code of Ukraine as well as his/her relationship with the debtor are emphasized. The obligations of a creditor and his/her principal are presented as exemplified by contract of attorney together with their powers.

Keywords: *legal relations, contractual obligations, creditor, debtor, legal regulation, property rights.*

Introduction. The content of binding relations also determines the peculiarities of the nature of the implementation - a creditor's right in a binding relationship can only be exercised in case of the performance by the debtor of his/her duties.

F. C. Savigny attached particular importance to the actions of a debtor, since "the activity of a debtor should be considered the principal point, the essence of any obligation; and the activity of a creditor is only minor one."

The actions of a debtor have always been at the forefront in the definitions of obligation since the times of the Roman law. We would like to remind that: "An obligation is a legal bond that causes us to carry out something in accordance with the laws of our state," "The essence of obligation is not to make some bodily object or some servitude ours, but to bind another person toward us in order for him/her to give, do us something or provide us with something."

Civil law relation, like any legal relation in general, is a social relation in which the right of one person corresponds to the duty of another one. Subjective right cannot exist by itself without a legal duty because they form one indivisible whole - a legal relation (legal relationship). Due to its legal nature, subjective right will not exist as a right in a legal relationship unless it is opposed and secured by a legal duty. A person can hold a subjective right that arises from the effect of a norm of law only against some obliged subject, since legal duty also exists only in opposition to subjective right.

Review of Publications on the Topic. I. M. Zhilinkova emphasized that, whereas the content of subjective right, in addition to the right to one's own actions, also includes the power to demand appropriate behavior from others, subjective duty cannot include any power at all, and even more so with respect to others. Whatever the content of legal duty, it cannot be applied toward other persons. The content of a subjective duty is fully directed at the obliged person and fixes on him/her. An obliged person may not, on his/her own volition only, transfer the burden of his/her duty to another person. Due to his/her legal position, he/she cannot influence other persons. Since a subjective civil law duty is directed at its bearer, it cannot have two components: direction at the obliged person and at someone else [1, p. 40].

The purpose of the article. Providing a conceptual analysis of the legal nature and essence of subjective right. Considering the etymology and features of the appearance of

debtor's obligation and the facts that give rise to it. Describing the legal actions of a creditor in accordance with the provisions of the Civil Code of Ukraine and his/her relationship with the debtor.

Methodology. The author applies an analytical approach to evaluating the concept of contractual obligation in legal practice, the content analysis of theoretical and methodological approaches in evaluating changes in the Civil Code of Ukraine. A comparative analysis of the phenomenon on the basis of legislative acts is proposed.

Results. Whereas subjective right is the measure of possible behavior allowed to the authorized person, subjective duty is the measure of proper behavior imposed on the obliged person. Whereas the measure of possible behavior is provided to the authorized person in order to satisfy his/her interests, the measure of proper behavior is offered to the obliged person in order to satisfy the interests of the authorized person. Whereas the measure of possible behavior allowed to the authorized person is ensured through the imposition of duties on other persons, the measure of proper behavior imposed on the obliged person is ensured through enabling the authorized person to require the obliged person to perform the duty based on the apparatus of state coercion.

But it should be borne in mind that the performance of an action depends on a debtor. A debtor cannot be compelled to take action. He/she may or may not perform his/her action, although the failure to perform it is accompanied, for him/her, by unpleasant legal consequences. Thus, obligation as a relation wholly dependent on another person is, in essence, the sphere of credence that is given by one person - a creditor - to other persons - his/her debtors.

The peculiarities of duty in obligation are conditioned by the grounds for the occurrence of the obligation. The main legal fact that gives rise to obligation (and duty as an integral part of the content of the obligation) is the contract, which is conditioned by the principle of equality of participants in civil relations, the discretion of civil regulation that gives subjects the freedom to acquire and regulate the content of their duties through their own volition.

Similarly, when making unilateral deals that entail an obligation (for example, a public promise of remuneration and the provision of the stipulated result as two unilateral deals entailing an obligation out of a public promise of remuneration), the parties themselves determine for themselves the content of duties, of the obligation incurred.

The condition of a bond between a creditor and a debtor, the interrelation between the right to demand and the debt is denoted by the general term "obligation", but when we use this term to denote a duty, we allow for dangerous confusion. In addition to binding relation, in law, there are other cases of legal necessity: to recognize the ownership right of another person, to pay taxes, to execute court decisions, to perform other duties provided for by law. This term is unjustifiably extended to non-binding relations and to ones that even are not civil. Even when applied in institutes of binding law, it unreasonably narrows down the essence of "obligation" to the person of a debtor, rather than denoting the relationship between a creditor and a debtor.

Therefore, the term "obligation" cannot be used in the sense of a necessity established by law as a whole and in the sense of the duty of a debtor (debt) in particular.

Thus, through the example of the Ukrainian law, it can be noted that, in the event of a breach of obligation, a protective obligation arises, in which the duties to indemnify the damage already become duties of provision (rather than protective ones), to which the creditor's right to demand providing corresponds.

German science, in binding legal relation, distinguishes special duties, which are conveyed in the Russian language by the term "долженствование" (that is, "must"), to emphasize their different nature in comparison with duties of provision or behavioral duties. In the national (Ukrainian) civil law science, these duties are called creditor's ones.

In addition to the duties of a debtor, in obligation, they distinguish the existence of creditor's duties that are designed to enable a debtor to perform his/her duties.

The main creditor's duty is, as it is supposed, the duty to accept the performance, the content of which consists in performing, on the part of a creditor, actions dependent on him/her, without which the debtor cannot perform his/her obligation.

According to another point of view, a creditor has the right (rather than being obliged) to accept the performance on the basis of the obligation.

It is believed that recognizing a creditor's duty to accept the performance on the basis of the obligation causes the traditional division of obligations into simple and complex ones to be canceled, since, according to this concept, any simple obligation (for example, an obligation arising from an interest free loan) is "complicated" by the creditor's additional duty. A creditor's actions to accept the due performance proposed by the debtor are a means of exercising a subjective right that belongs to the creditor, rather than the creditor's duty.

According to A. V. Vlasova, the qualification of a creditor's actions to accept the due performance as a means of exercising his/her subjective right leads to the conclusion that the realization of the relevant legal possibility or the refusal of its realization occurs in accordance with the will of the authorized person him/herself. Thus, the failure of a creditor to accept the performance on the basis of the obligation, that is, the creditor's delay in acceptance, is indicative of the refusal of the creditor to exercise the legal possibility given to him/her [2].

However, according to Art. 616 of the Civil Code, if the breach of an obligation occurred through the fault of the creditor, the court, accordingly, reduces the amount of damages and penalties recovered from the debtor.

Discussion. Since this article is about the fault of a credi-

tor, it can be concluded that the legislature affirmed the view of the duty, and not the right to accept the performance from the debtor.

Although one may notice that the term "fault" acquires a different shade in this norm than usual; it is not a fault before others – it is a breach of respecting one's own interests, so to speak, a fault against oneself.

The stated wording of Art. 616 of the Civil Code of Ukraine, in our opinion, is still not without drawbacks. From the above wording of the Article, it follows that, if the breach of an obligation is the result of culpable actions of the creditor, then this can reduce the liability of the debtor. But this situation is wrong, because, in this case, there is no fault of the debtor at all, and his/her liability - greater or lesser – is out of the question. The legislator must have meant the consequences of culpable conduct of both parties: the debtor and the creditor.

Our conclusion is confirmed by the position of the Supreme Economic Court of Ukraine, which was expressed in Item 43 of the Information Letter "On Some Issues of the Practice of Application of the Rules of the Civil and Economic Codes of Ukraine" of April 7, 2008 #01-8/211, namely, in accordance with Part 1 of Art. 616 of the Civil Code of Ukraine: if the breach of an obligation occurred due to the fault of the creditor, the court, accordingly, reduces the amount of damages and penalties recovered from the debtor. It should be borne in mind that, if the breach of an obligation occurred entirely because of the creditor, then the creditor's losses should be considered to be caused as a result of his/her own actions or omissions and are not the result of a violation of his/her right.

In accordance with Part 1 of Art. 613 of the Civil Code of Ukraine, a creditor is considered to be in default if he/she refused to accept the due performance offered by the debtor, or did not perform the actions stipulated by the contract or acts of civil law arising from the essence of the obligation or customs of business turnover, until the performance of which the debtor could not fulfill his/her duty.

The reference to the default of a creditor should make us aware that there is an obligation of the creditor that he/she has overdue, namely the obligation to accept the performance.

The courts also pay attention to this. Thus, in the judgment of Kyiv Economic Court of Appeal of Ukraine of December 13, 2011 #23/439, it was established that the plaintiff had given the defendant the order for the production of a road map of Eastern Europe. The plaintiff alleges that the defendant did not provide him with the road map in print, and therefore, he addressed the defendant with a claim for a refund of UAH 115,200. In settling this dispute, the local economic court concluded that the defendant had committed the breach of an economic obligation, and that there were grounds to apply, in a contentious case, the provisions of Art. 1212 of the Civil Code of Ukraine regarding the obligation of the defendant to repay the money that he acquired on the basis of a reason that subsequently fell away, and satisfied the claim for recovery from the defendant of the prepayment amount of 115 200 UAH.

However, the Economic Court of Appeal disagreed with such conclusions of the local economic court, taking into account the following. The case file contains a copy of the map layout signed by three plaintiffs' authorized representatives and a copy of the map without a cover. With the consent of the parties, the cover was to be provided by the plain-

tiff, as his advertising and information about him should be indicated there. The defendant claims that the plaintiff, without providing the cover, deprived him of the opportunity to complete the work of map production. At the same time, the layouts made are sent to the plaintiff in written and electronic form. The plaintiff did not provide reasonable explanation for the electronic use of the map on his website and in his own advertising edition. Nor did the latter provide explanations regarding the failure to provide the cover for the map and, accordingly, the defendant's deprivation of the possibility of its printing and transmission to the plaintiff. Without the cover, the maps had no appearance, so their printing and transmission were, indeed, inappropriate. In such circumstances, it is the creditor who has defaulted on the economic obligation in accordance with the provisions of Part 1 of Art. 613 of the Civil Code of Ukraine and Part 1 of Art. 221 of the Civil Code of Ukraine, which consists in failure to provide the defendant with a cover for the map.

We should distinguish between duties of a debtor in an obligation and duties of a creditor. For example, a customer, according to the contract, has the right to require the contractor (debtor) to perform the work properly, but the duty to pay for such work is not creditor's one, since, in this respect, the customer him/herself acts before the contractor as the debtor.

In some (mutual) obligations, a party has the duty to accept the performance as a debtor's, and not a creditor's duty.

According to Art. 655 of the Civil Code of Ukraine, under a contract of sale and purchase, one party (the seller) transfers or undertakes to transfer property (goods) into the ownership of the other party (the buyer), and the buyer accepts or undertakes to accept the property (goods) and to pay for it some money amount. The very definition of the contract stipulates the duty to accept the performance in consensual sale and purchase. In accordance with Art. 689, the buyer is obliged to accept the goods, except when he/she has the right to demand the replacement of the goods or the right to withdraw from the contract of sale and purchase.

The very definitions show that the duty to accept the goods is the duty of the buyer as a debtor; this duty is expressly provided by law.

Similarly, under a contract for work and labor, one party (the contractor) undertakes at his/her own risk to perform certain work on the instruction of the other party (the customer), and the customer undertakes to accept and pay for the work performed (Art. 837 of the Civil Code of Ukraine).

V. V. Kulakov considers that, since under a contract of sale and purchase, the buyer has the right to transfer the goods, but is also obliged to accept them accordingly, he/she acts here both as a creditor with the right to demand the transfer of the goods, and as a debtor with the duty to accept them, then, in this case, there is no doubt that the buyer has exactly a legal duty (to accept the goods), because a clear sanction is imposed on him/her for failure to fulfill the duty. But if you take a similar situation with the duty of a lessor to take back the leased thing, it is difficult to draw such a clear conclusion, since this obligation is only envisaged, and there is no specific sanction provided by law.

That is, in a contract of sale and purchase, the duty to accept the goods is a normal duty of a debtor, not a duty of a creditor, and in a contract of lease, the duty to take the thing back is a duty of a creditor, since there is no specific sanction.

For breach of creditor's duty, only the consequences provided for in Art. 545, 613, 616 of the Civil Code of Ukraine

occur.

Creditor's duties also include the duty to confirm the performance of an obligation. Thus, according to Art. 545 of the Civil Code of Ukraine, having accepted the performance of an obligation, the creditor should, at the request of the debtor, issue him/her a receipt for accepting the performance in part or in full (Part 1). If the debtor issues a debt document to the creditor, the creditor, when accepting the performance of the obligation, should return it to the debtor. If the debt document cannot be returned, the creditor should indicate this in the receipt that he/she issues (Part 2). If the creditor refuses to return the debt document or to issue a receipt, the debtor has the right to delay the performance of the obligation. In this case, there is a default of the creditor (Part 4).

Thus, at the request of the debtor, the creditor, in substantiation of the performance of the debtor's duty: a) issues a receipt for accepting the performance; b) returns the debt document.

Therefore, even a loan legal relationship that is straightforward (one right - one obligation) and one-way binding, in which the lender has only a right and the borrower only an obligation, implies the occurrence of so-called creditor's duties. For example, according to Art. 545 of the Civil Code of Ukraine, accepting the performance, he/she should issue the borrower a receipt.

Creditor's duties also include actions until the performance of which the debtor could not fulfill his/her duty. It is this that follows from the wording of Part 2 of Art. 613 of the Civil Code of Ukraine.

For example, the terms of contracts for the performance of various types of construction and repair work often provide for the duty of the customer to perform certain preparatory actions (for example, to clear from irrelevant objects the place where the work will be performed, to ensure access to the contractor's employees to this place, etc.), the failure of which makes impossible the commencement of the work. Other similar situations are possible: for example, a contract of carriage may stipulate the duty of the customer to ensure the proper registration of the goods and transport documents and to arrange for the loading of the cargo on the vehicle. Failure to fulfill these duties deprives the carrier of the possibility to commence to perform his/her duties.

In a contract of delegation, the principal is obliged to reimburse the attorney for the expenses incurred. It is his/her duty as a debtor. He/she is also obliged to issue a power of attorney. It is his/her duty as a creditor. The legal regime of these duties is different. If the principal does not issue a power of attorney, he/she creates by his/her actions the inability for the attorney to fulfill his/her duty. Thus, the principal punishes him/herself in the first place.

Creditor's duties differ from debtor's ones in that, first, they are of ancillary nature and are intended to enable the debtor to perform the obligation; second, creditor's duties may be performed by another person even without the consent of the creditor (the performance of an obligation by a notary who performs creditor's duties). Third, if they are not performed, only special sanctions can be applied to the creditor.

I. B. Novitsky identifies three components of a creditor's duty: 1) not burdening by one's own conduct the state of the debtor; 2) taking known positive action to enable the debtor to fulfill the obligation; 3) being prepared for a timely acceptance of a properly proposed performance.

Thus, creditor's duties include the duties of a creditor,

first, to accept the due performance offered by the debtor; second, at the request of the debtor, to perform the actions provided for by the Civil Code of Ukraine that confirm the performance (to issue a receipt for the acceptance of the performance or to return the debt document); third, to take actions provided for by contract or law, without which the debtor cannot perform his/her duty.

In case of the default of the creditor, the suspension of the performance occurs automatically and even beyond the will of the debtor - simply due to the inability to fulfill the obligation without the creditor's taking appropriate actions (for example, the acceptance of the performance). Accordingly, a breach of creditor's duties results in the automatic and legal default of the debtor.

According to O. P. Pechenyi, the designation of "creditor's duties" is, to a certain extent, a conventional and artificial formation, since a creditor is traditionally represented by a person entitled to demand from the debtor certain actions, and the debtor, respectively, by the person on whom the duty to perform these actions lies. Therefore, by definition, a creditor cannot have any duties. However, creditor's duties constitute a certain condition necessary for the performance by the debtor of his/her duties.

The definition of creditor's duties as "a certain condition" cannot, in our opinion, explain their legal nature. We think that these duties do not turn a creditor into a debtor, because they exist to help him exercise his/her own powers. They are ancillary in the exercising of the creditor's rights of claim.

Compliance with creditor's duties is necessary to the benefit of the person who is the creditor, since the person in its violation loses the right and suffers from other adverse legal consequences.

Entering into an obligation, its subjects (at least the creditor, if the obligation arises not out of a contract) always have a certain economic purpose (the achievement of some good); it is embodied in a subjective right and reflected in its opposite obligation. A creditor's duty has no economic sense. It is not directly related to the purpose of the obligation and has certain auxiliary nature.

For example, a creditor should appear at the place of the performance of the obligation to accept the obligation, but, in accordance with Art. 537 of the Civil Code of Ukraine, the debtor has the right to perform his/her duty by returning the money or securities owed to the creditor through notary's deposit in case of the absence of the creditor or his/her authorized person at the place of the performance of the obligation.

In this case, the obligation is duly performed, despite failure to perform the creditor's duty.

O. P. Pechenyi believes that properties of paired categories are not inherent in creditor's duties; they are not of a reciprocal nature.

However, debtor's powers must inevitably correspond to creditor's duties. But the peculiarity of these powers is that they cannot be presented at the moment of the performance of the obligation (the debtor cannot compel to perform the obligation; he/she has no right to demand to perform creditor's obligations); these powers are manifested in case of failure to perform creditor's duties, namely: the debtor has the right to demand the recovery of damages in the absence of the circumstances referred to in Part 3 of Art. 613 of the Civil Code, to demand a reduction in the amount of penalties and damages (Part 1 of Art. 616 of the Civil Code of Ukraine).

A debtor also has several powers that do not directly correspond to the duties of a creditor, but are provided for by law (in the broad sense, a creditor is also obliged; he/she must take (suffer) the consequences of these powers): he/she may fulfill the obligation through a notary (Art. 537 of the Civil Code of Ukraine), delay the performance of the obligation (Part 4 of Art. 545 of the Civil Code of Ukraine), defer the performance of the obligation for the time of default of the creditor (Part 2 of Art. 613 of the Civil Code of Ukraine), not pay interest during the time of default of the creditor (Part 4 of Art. 613 of the Civil Code of Ukraine).

V. A. Belov defines the concept of creditor's duties in the following way: the debtor may require the creditor to perform such actions, which, while not having any independent value (which means that the creditor cannot be compelled to carry out these actions, and for their failure, he/she may not be punished), but without which the creditor will not be able to fulfill his/her claim. For example, under a loan agreement drawn up through the debtor's bill of debt, the creditor has the right to demand repayment of the loan only if the debtor receives back his/her bill of debt. It is the duty to return the bill of debt that is a creditor's duty: one can neither force to perform it nor punish for its breach; however, in the event of failure to perform it, the debtor has the right to delay the performance of the obligation, to claim compensation for damages caused by delay in the acceptance of the performance, and, since the obligation was monetary, also not to pay interest for the time of "forced delay."

If even a debtor can claim damages for a breach of the creditor's duty, it cannot be said that a creditor "cannot be punished" for failing to fulfill his/her duty. In accordance with Part 3 of Art. 613 of the Civil Code of Ukraine, a debtor is not entitled to compensation for losses caused by a default of the creditor, if the creditor proves that this delay is not the result of his/her fault or the fault of persons, on whom, legally or by order of the creditor, the acceptance of the performance was laid.

That is, if the debtor proves the fault of the creditor on the default, he/she has the right to recover damages. If there is a responsibility, then there is a duty.

V. V. Kulakov also believes that a creditor cannot be punished for failure to perform creditor's duties (the arguments against which were put forward above), but he is right in another regard. Thus, he notes that creditor's duties include those actions failing to perform which a creditor harms only to him/herself. In this case, he/she is considered one who is in default, and the debtor is released from liability. In addition, certain actions can be taken against a creditor who has not taken actions that constitute the contents of a creditor's duty, but these actions are limited only to the debtor's right for delaying the performance, for receiving compensation for losses caused by the creditor's late payment; or to loss of interest on the monetary obligation. There can be no other sanction for failure to perform this duty. But in this case, this duty only is called "duty," and one by no means can call a creditor "an obliged subject." He/she is "obliged" only toward him/herself, and not toward others.

He himself confirms the existence of sanctions for failure to perform creditor's duties, which emphasizes their compulsoriness, but he correctly notes the nature of these duties, which is ancillary in the exercise of subjective rights of a creditor, and, in their violation, a creditor punishes only him/herself, not exercising his/her right of demand, not reaching his/her interest.

As for the possibility of establishing a penalty for improper performance of creditor's duties, for example, establishing a penalty for failure to issue a power of attorney, it can be said that a penalty can only be established for improper performance of a debtor's duty. Creditor's duties cannot be secured with penalties (as well as with pledges, guarantees, retentions, etc.). Only if a secondary duty of provision (indemnification) arises as a sanction for failure to perform creditor's duties, can one speak of the possibility of securing

the performance of this duty.

Conclusions. Thus, in a binding legal relationship, several types of duties are performed. First, those are duties of provision (debt) - the basic duties in an obligation, to which the rights of the creditor correspond. Provision, as a general rule, creates certain benefits for the creditor. Second, those are protection duties designed to protect the interests of the parties in an obligation which are not directly related to the provision. Third, those are creditor's duties.

REFERENCES

1. Майданик Р. Договір про надання медичних послуг / Р. Майданик // Медичне право. – 2010. – № 5. – С. 52-66.
2. Майданик Р. Місце зобов'язання в праві України / Р. Майданик // Підприємництво, господарство і право. – 2006. – № 4. – С. 3-7.
3. Науково-практичний коментар до цивільного законодавства України: у 2 т. / відп. ред. В. Г. Ротань. – 2-е вид. – Х.: Фактор, 2010. – Т. 1. – 800 с.
4. Науково-практичний коментар Цивільного кодексу України: у 2 т. / за ред. О. В. Дзери, Н. С. Кузнецової, В. В. Луця. – 3-е вид., перероб. і доп. – К.: Юрінком Інтер, 2008. – Т. II. – 1088 с.
5. Постанова Верховного Суду України від 19.12.2011 р.: Єдиний державний реєстр судових рішень. – [Е. ресурс]. – Режим доступу: <http://reyestr.court.gov.ua/Review/21438534>
6. Постанова Вищого господарського суду України від 26 квітня 2007 р. № 20-5/175: Єдиний державний реєстр судових рішень. – [Е. ресурс]. – Режим доступу: <http://www.reyestr.court.gov.ua/Review/634615>
7. Постанова Вищого господарського суду України від 06.03.2007 р. у справі № 10/137: Єдиний державний реєстр судових рішень. – [Е. ресурс]. – Режим доступу: <http://www.reyestr.court.gov.ua/Review/506302>
8. Постанова Вищого господарського суду України від 18 листопада 2009 р. № 13/348-08: Єдиний державний реєстр судових рішень. – [Е. ресурс]. – Режим доступу: <http://www.reyestr.court.gov.ua/Review/7111094>
9. Постанова Вищого господарського суду України від 23 лютого 2011 р. № 32/214: Єдиний державний реєстр судових рішень. – [Е. ресурс]. – Режим доступу: <http://www.reyestr.court.gov.ua/Review/14347188>
10. Про деякі питання практики застосування норм Цивільного та Господарського кодексів України [Е. ресурс]: Інформ. лист від 7 квітня 2008 р. № 01-8/211. – Режим доступу: portal.rada.gov.ua/
11. /Рішення Апеляційного суду Київської області за справою №22-ц-3005/12 22-ц/1090/3629/12 від 11 червня 2012 р.: Єдиний державний реєстр судових рішень. – [Е. ресурс]. – Режим доступу: <http://reyestr.court.gov.ua/Review/25066718>
12. Рішення Апеляційного суду м. Києва за справою № 22-7010: Єдиний державний реєстр судових рішень. – [Е. ресурс]. – Режим доступу: <http://reyestr.court.gov.ua/Review/1863135>
13. Рішення Київського апеляційного господарського суду України від 13.12.2011 р. у справі № 23/439: Єдиний державний реєстр судових рішень. – [Е. ресурс]. – Режим доступу: <http://www.reyestr.court.gov.ua/Review/20022562>
14. Ромовська З. Українське цивільне право: Загальна частина: акад. курс / З. Ромовська. – К.: Атіка, 2015. – 560 с.
15. Цивільний кодекс України // Відомості Верховної Ради України. – Офіц. вид. – 2019. – №№ 50-44. – Ст. 356.
16. Цивільний кодекс України: наук.-практ. комент. / за ред. С.О.Харитоновна, Н. Ю. Голубевої. – 6-е вид. – Х.: Одиссей, 2014. – 1200 с.

REFERENCES

1. Maidanyk, R. Contract for Medical Services. R. Maidanyk. Medical Law. 2010. № 5. P. 52-66.
2. Maidanyk R. Place of Obligation in the Law of Ukraine. Entrepreneurship, Economy and Law. 2006. № 4. - P. 3-7.
3. Scientific and Practical Commentary on the Civil Law of Ukraine: 2 Vol. Ed. V. Rotan. 2 edition. Kh: Factor, 2010. Vol. 1. 800 p.
4. Scientific and Practical Commentary of the Civil Code of Ukraine. In 2 volumes. Ed. O. Dzery, N. Kuznetsova, V. Lutz. 3rd edition. K. Yurinkom Inter, 2008. V. II. 1088 p.
5. Resolution of the Supreme Court of Ukraine of 19.12.2011: Unified State Register of Judgments. - [E. source]. Access mode: <http://reyestr.court.gov.ua/Review/21438534>
6. Resolution of the Supreme Economic Court of Ukraine of April 26, 2007 No. 20-5 / 175. Unified State Register of Judgments. [E. source]. - Access mode: <http://www.reyestr.court.gov.ua/Review/634615>
7. Resolution of the Supreme Economic Court of Ukraine of 06.03.2007 in Case No. 10/137. Unified State Register of Judgments. [E. source]. - Access mode: <http://www.reyestr.court.gov.ua/Review/506302>
8. Resolution of the Supreme Economic Court of Ukraine of February 23, 2011 No. 32/214. Unified State Register of Judgments. [E. source]. Access mode: <http://www.reyestr.court.gov.ua/Review/7111094>
9. On some issues of practice of application of the norms of the Civil and Economic Codes of Ukraine [E. source]: Inform. letter dated April 7, 2008, No. 01-8 / 211. Access mode: portal.rada.gov.ua/
10. / Judgment of the Court of Appeal of the Kyiv Region in Case No. 22-c-3005/12 22-c / 1090/3629/12 of 11 June 2012. Unified State Register of Judgments. [E. source]. Access mode: <http://reyestr.court.gov.ua/Review/25066718>
11. Decision of the Court of Appeal of Kyiv in Case No. 22-7010. Unified State Register of Judgments. [E. source]. Access mode: <http://reyestr.court.gov.ua/Review/1863135>
12. Judgment of the Kyiv Court of Appeal of Ukraine of 13.12.2011 in Case No. 23/439. Unified State Register of Judgments. [E. source]. Access mode: <http://www.reyestr.court.gov.ua/Review/20022562>
13. Romovska Z. Ukrainian civil law: General part: Acad. Course. K. Attica, 2015. 560 p.
14. Civil Code of Ukraine. Bulletin of the Verkhovna Rada of Ukraine. Offic. kind. 2019. №№ 50-44. 356 p.
15. Civil Code of Ukraine: scientific-practical. comment. / per row E. Kharitonova, N. Golubeva. 6th edition. Kh. Odyssey, 2014. 1200 p.