

Problems of using certain unnamed ways to ensure fulfillment of obligations

Nina Semeryanova^{1*}, Artem Tsirin², Sergey Matulis², and Ibragim Aitov³

¹ South Ural State University (National Research University), Nizhnevartovsk Branch, Mira str., 9, Nizhnevartovsk, 628600, Russia

² Institute of Legislation and Comparative Law under the Government of the Russian Federation, Cheremushkinskaya str., 34, Moscow, 117218, Russia

³ Tyumen Industrial University (Nizhnevartovsk Branch), Lenina str., 9/2, Nizhnevartovsk, 628616, Russia

Abstract. The relevance of the work lies in the fact that traditional ways of ensuring the fulfillment of obligations do not fully satisfy the needs of civil circulation, therefore, modern civil legislation needs more flexible legal structures. This situation encourages participants in civil turnover to search for alternative ways to ensure their property interests and is the main reason for emergence of unnamed ways to ensure fulfillment of obligations. The article defines the legal basis of such methods of ensuring fulfillment of obligations as a state (municipal) guarantee, security sale and fiduciary collateral, as well as their place in Russian legal system. Cases of application of these methods in practice are analyzed. The novelty of the study lies in assessing the current state of individual unnamed ways to ensure the fulfillment of obligations made on the basis of analysis of doctrine, legislation and law enforcement practice. Conclusions: Civil law, which offered participants of the obligation relations other ways to ensure the fulfillment of obligations, did not form sufficient criteria and provisions for their regulation. The main difficulties of law enforcers associated with unnamed ways of ensuring the fulfillment of obligations arise due to the lack of unity of opinion on their legal nature in the doctrine, which leads to the difficulty of their settlement and does not allow to occupy a proper niche in civil law. The leading research approach of the study includes such scientific methods as dialectics, analysis, synthesis, deduction, comparative legal and formal legal method.

1 Introduction

Participants in obligation relationships have always tried to protect their interests and ensure the fulfillment of obligations undertaken by the other party. At various stages in the development of such relations, variety of methods were a means of guaranteeing the fulfillment of an obligation.

Subjects of the modern market economy recognize, in fact, any legal means that do not contradict the legislation of the Russian Federation to protect their interests and ensure the

*Corresponding author: a.copytowa@yandex.ru

fulfillment of obligations, the main thing is that they have dynamics, efficiency and reliability. In order to pre-secure property interests of the creditor, to receive guarantees for proper performance of the obligation by the debtor, methods of ensuring the performance of obligation are provided for by law or by agreement of the parties. Chapter 23 of the Civil Code of the Russian Federation (hereinafter - the Civil Code of the Russian Federation) enshrines the rules on ensuring the fulfillment of obligations. So, in Art. 329 of the Civil Code of the Russian Federation, methods for ensuring the fulfillment of an obligation are indicated, however, it also assumes the presence of many other, unspecified and unnamed methods, which, we believe, are a reliable means of guaranteeing the fulfillment of an obligation.

In 2015, the law "On Amending Part One of the Civil Code of the Russian Federation" was adopted, which introduced significant changes and additions to the rules on obligatory relations. In particular, the concept of an obligation has been clarified, the rules on the fulfillment of obligations by a third party and on the application of ways to ensure the fulfillment of obligations, including suretyship, have been specified. Art. 329 of the Civil Code of the Russian Federation added a new design - a security payment. Changes regarding the collateral were introduced to increase its attractiveness as a way to ensure fulfillment of the obligation, as well as to systematize collateral legislation. Retention of debtor's property effectively stimulates him to fulfill his obligations due to the fact that he provides real protection for the interests of creditor in case the debtor is insolvent. A security payment is included in the Civil Code of the Russian Federation, as a result of long practice and demand for use.

As already mentioned, in addition to the methods enshrined in Art. 329 of the Civil Code of the Russian Federation, other methods are also provided for ensuring the fulfillment of obligations, both by law and by contract. Legislators make it possible to include unnamed methods in the contract, provided that they do not contradict norms of civil law and terms of the contract. However, attempts to legalize certain ways of ensuring the fulfillment of obligations have been unsuccessful. Difficulties, first of all, are caused by the fact that their settlement in many respects affects several legal institutions and branches at once, the study of which requires time and diligence. Judicial practice on this issue is quite controversial; courts differently understand and qualify such transactions, sometimes identifying them as suspicious. This situation is the result of gaps in the regulation, study and systematization of unnamed ways to ensure the fulfillment of obligations. In this regard, we believe that the need is now ripe for a deeper and more comprehensive study of unnamed ways to ensure the fulfillment of obligations in order to stabilize civil turnover and the subsequent effective application of these methods in practice.

Theoretical basis of the study was made of scientific works of pre-revolutionary scientists who studied individual ways of ensuring fulfillment of obligations (Kasso L.A., Meyer D.I., Pokrovsky I.A., Pobedonostsev K.P., Shershenevich G.F.) and modern scientists, who conducted research in the field of enforcement, dedicated to general theoretical issues (Bevzenko R.S., Belov V.A., Braginsky M.I., Vitryansky V.V., Gangalo B.M., Golovanova O.V., Egorov A.V., Kavelina K.D., Karapetov A.G., Latyntsev A.V., Medyanik D.S., Rasskazova N.Yu., Rybalov A.O., Sabash S.V., Torkin D.A. et al.)

Separate unnamed ways to ensure fulfillment of obligations have also been studied by a number of authors. So, for example, Gracheva I.V. considered the issue of state guarantee, its financial and legal aspect. Danilov D.V. analyzed the security purchase and sale as a method of security not specified by law. Bevzenko R.S. analyzed the ratio of security purchase and sale and collateral. Despite the interest of the part of scientists in this issue, the unnamed methods permitted by law to ensure the fulfillment of obligations are not well understood and the problems of their application have not yet been resolved.

Empirical basis of the study is the Civil Code of the Russian Federation, the Budget

Code of the Russian Federation, an analysis of judicial practice of using unnamed means of securing obligations: Decisions of the Plenum of the Supreme Court of the Russian Federation of March 24, 2016 No. 7 (as amended on February 7, 2017) “On the application by courts of certain provisions of the Civil Code of the Russian Federation on liability for violation of obligations”, Decree of the Plenum of the Supreme Arbitration Court of the Russian Federation dated 22.12.2011 No. 81 (as amended on 24.03.2016) “On some issues of application of Article 333 of the Civil Code of the Russian Federation”, Resolution of the Plenum of the Supreme Arbitration Court of the Russian Federation dated June 22, 2006 No. 23 (as amended on May 28, 2019) “On Certain Issues of Application of the Budget Code of the Russian Federation by Arbitration Courts”, Decision of the Judicial Collegium for Civil Cases of the Supreme Court of the Russian Federation of December 4, 2018 N 19-KG19-41, determination of the Supreme Court of the Russian Federation of January 9, 2018 N 32-KG17-33, etc.

Novelty of the study lies in assessing the current state of individual unnamed ways to ensure the fulfillment of obligations made on the basis of analysis of doctrine, legislation and law enforcement practice.

2 Methods

Following scientific methods were used in the work: dialectics, analysis, synthesis, formal legal and comparative legal method. Theoretical aspects of the issues of legal regulation considered by such authors as Bevzenko R.S., Gangalo B.M., Egorov A.V., Karapetov A.G., Rybalov A.O., Sarbash S.V., Torkin D.A. . and others, allowed to comprehend legislative contradictions and gaps in regulation of relations ensuring the fulfillment of obligations. The dialectical method allowed comprehensive study of the essence of existing contradictions. The use of comparative legal method by comparing such legal phenomena as the ways to ensure fulfillment of obligations enshrined in the legislation and methods used purely in practical activities made it possible to identify their main features and determine their place in the civil law system.

3 Results

In the modern sense, ways to ensure the fulfillment of obligations are legal means establishing additional obligations in favor of a creditor and having certain principles. The most important is the principle of proper execution. Ways to ensure the fulfillment of obligations are accessory and property in nature and have the goal of satisfying requirements of creditors in case of default by the debtors. The essence of the method of ensuring the fulfillment of an obligation lies in the creation of a certain material disadvantage for debtors, in case of failure to fulfill the obligation or improper performance. The choice of a method for ensuring the fulfillment of obligations always depends on the very essence of this obligation, since the establishment of methods is of a dispositive nature, giving the parties the opportunity, in many cases, to fix or not to fix the conditions for their application in the contract. Therefore, they can be distinguished into those that are explicitly specified in the legislation and those whose application is intended (unnamed ones).

On the issue of distinguishing unnamed ways of providing legal tools from the total mass, civilists propose such an assessment criterion as “independent ability to entail property consequences”, which represent a “creditor's property guarantee” provided by “reserving the source of future payments”. This formulation quite rightly returns us to a predominantly targeted interpretation of methods of support as a whole. Unnamed ways to

ensure the fulfillment of an obligation, as well as methods specified in the Civil Code of the Russian Federation, are a legal relationship consisting in the provision of a creditor of any property good for satisfaction of his claims, which are either included in the content of the violated secured obligation or exist in form of protective legal relations related to its violation, along with the security obligation itself. All of the above mentioned allows us to indicate the legal nature (essence) of unnamed ways to ensure the fulfillment of obligations, namely: they are also aimed at encouraging the debtor to fulfill the obligation to the creditor. Consequently, they have certain characteristic features: they are not mentioned in Chapter 23 of the Civil Code of the Russian Federation; must be provided by law or contract; these methods are used, as a rule, only at the initiative of the parties to the contract; aimed at encouraging the debtor to fulfill his obligation; are accessory and property in nature; the legal mechanism of action is aimed at the occurrence of negative property consequences for the debtor in case of non-performance or improper performance, and for the creditor - creation of certain guarantees to prevent negative consequences that arise or may arise in the future. [1]

Thus, scientists called a certain permissibility of their existence, i.e., the very existence in the legislation (and not only civil) of methods, not mentioned in Chapter 23 of the Civil Code of the Russian Federation, as a fact that influenced the emergence of unnamed ways of ensuring the fulfillment of obligations. In general, unnamed ways to ensure the fulfillment of obligations are divided into two groups: methods that are independent civil law institutions, which are specified in the law but not mentioned in Chapter 23 of the Civil Code of the Russian Federation, and those methods that are developed by science, formed and developed in the process of practical use. [2]

To the methods mentioned in the law, but not enshrined in Chapter 23 of the Civil Code, can be attributed the state (municipal) guarantee. So, provisions on state (municipal) guarantees are enshrined in Art. 115 of the Budget Code of the Russian Federation, where it is established that the state (municipal) guarantee is provided to provide the principal with monetary obligations to the beneficiary arising from the contract or other transaction (main obligation). Consequently, legislators recognize the state (municipal) guarantee as a way to ensure the fulfillment of obligations, as unnamed in the Civil Code of the Russian Federation. Judicial practice also proceeds from the recognition of the state guarantee as a way to ensure the fulfillment of obligations, as described in paragraph 4 of the Resolution of the Plenum of the Supreme Arbitration Court of the Russian Federation, namely: the state (municipal) guarantee is unnamed in Ch. 23 of the Civil Code of the Russian Federation, a way to ensure the fulfillment of civil law obligations, in which a public legal entity gives a written obligation to be responsible for the fulfillment by a person who is given a guarantee of obligations to third parties in whole or in part (Resolution of the Plenum of the Supreme Arbitration Court of the Russian Federation dated June 22, 2006 No. 23 (ed. dated May 28, 2019) "On some issues of application by the arbitration courts of the norms of the Budget Code of the Russian Federation" (Clause 4).

The methods that have been developed by science, have been formed and developed in the process of practical use include security purchase and sale and fiduciary collateral.

A security purchase and sale (sale by condition) is understood as a transaction, the content of which is the obligation of one person to acquire certain property from another person for a predetermined price and the subsequent obligation of another person to redeem this property after a certain period for a different, higher price. [3] According to S.V. Sarbash, the meaning of a security sale is "that the thing belonging to the debtor serves as security for the creditor, however, not by virtue of a pledge relationship, but because the title to the thing has been transferred to the creditor. The agreement provides for the condition of the return of the specified title if the principal obligation is properly performed by the debtor, and, conversely, the lender's title to the property if the debtor's obligation is

not fulfilled". With help of this transaction, as a security, creditor does not get a pledge for himself, but a property right.

The subject of the contract, as a rule, is real estate, but a transaction may also be concluded regarding movable property. The "conditional" sale contract is considered terminated if the main obligation was properly performed in full. As you can see, the accessory of the provision method is clearly traced here. Putting it into practice allows the creditor, without foreclosing on the subject of collateral and additional costs, to receive reimbursement expressed in property transferred under a security purchase and sale transaction. [5]

Secure purchase and sale promises the parties a number of advantages, one of which is the absence of the need to foreclose on the subject of a pledge, because upon the occurrence of a suspensive condition it is not necessary to apply to the court for recognition of its right, such a need arises only when the debtor evades the transfer property to the creditor already as the owner. Another plus is the fact that the creditor acquired all the powers provided for in paragraph 1 of Art. 209 of the Civil Code of the Russian Federation, namely, the right of possession, use, disposal.

The problem of construction of a conditional sale occurs due to the fact that in its effect it is a separation of property that the creditor can apply for if the debtor fails to fulfill the obligation, this makes it related to the pledge. In this connection, the courts may suspect that such a transaction is feigned and covers up a bail transaction. [6]

Fiduciary collateral is another option of an unnamed method of ensuring the fulfillment of obligations, the occurrence of which is due to the shortcomings of existing collateral structure. As S.V. Sarbash notes, the main problem of the pledge is the complexity, duration and practical difficulty of the process of collecting and realizing the subject of pledge. [4]

The essence of this method is that the debtor transfers a certain thing into the property of the creditor with the condition that when the obligation is fulfilled, the creditor is obligated to return this thing back to the debtor. In this way, the transfer of ownership from the debtor to the creditor takes place, and within the time period established by the contract, this right is returned. However, until the moment of default, the pledge holder is not entitled to dispose of the subject of pledge. Here, in our opinion, there is a certain contradiction to the institution of property, since if there is a restriction in terms of the order, this provision no longer corresponds to the content of Art. 209 of the Civil Code of the Russian Federation. Therefore, this method consists in the limited property rights of the parties. So, in the opinion of A.O. Rybalov, modern fiduciation (where it is settled) provides the lender with an "incomplete" ownership right. Apparently, one can (only cautiously) talk about the splitting of property rights. [7] The main features of the fiduciary collateral: the subject of the contract becomes the property with a restriction by order; if the debtor fails to fulfill obligations under the main contract, the creditor is released from the restriction on the disposal of property already owned by him on the right of ownership.

Thus, the security purchase and sale and fiduciary collateral, as instruments applicable in practice, have all the resources to become independent ways of ensuring the fulfillment of obligations, and are able to function effectively in civil circulation.

Characteristics of unnamed ways to ensure fulfillment of obligations were presented above. Let's consider the problem of their application in practice.

Analyzing the practice of applying the state guarantee as a way to ensure the fulfillment of obligations, it is worth noting that it is quite widespread. According to the Ministry of Finance of the Russian Federation, the volume of state internal debt under state guarantees as of December 1, 2019 is in the currency of the Russian Federation 1.386.134 billion rubles, and as of January 1, 2020 it is 840.530 billion rubles. The external debt of the Russian Federation on state guarantees in foreign currency as of January 1, 2020 is

13,252.8 million US dollars (11,831.8 million Euro). State guarantees of the Tyumen region as of January 1, 2019 amounted to 3.255 million rubles, as of January 1, 2020 it amounted 2.969 million rubles.

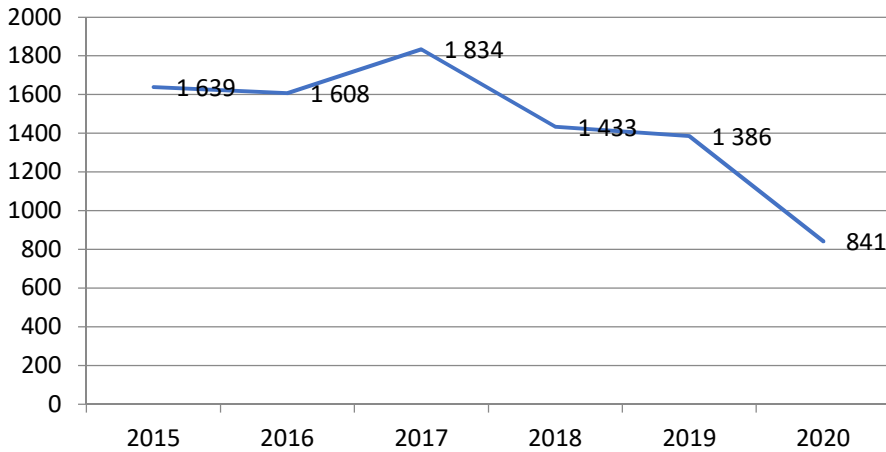


Fig.1 State guarantees in the currency of the Russian Federation (million rubles) [Ministry of Finance of the Russian Federation]

a. The problems of applying this method of ensuring the fulfillment of an obligation are as follows:

1. Lack of consensus on legal nature of state guarantees. In this case, it is assumed that there is no unambiguous status that does not allow this means of enforcing obligations to occupy a proper niche in civil law. In practice, the issuance of a state guarantee is accompanied by the conclusion of an agreement on the provision of a state guarantee. In determining the terms of the contract that are not regulated by budget legislation, the parties are free, i.e., one of the basic principles of civil law is observed (Article 421 of the Civil Code of the Russian Federation).

2. One should agree with the position of A.A. Pochtarev, who notes that “the unsystematic, unreasonable and unproven introduction of normative structures in sectors of the law that are unusual for them violates reasonable limits of action of various branches of law. The transfer of private provisions to the public domain, as well as the reverse tendency, testify to the obvious connivance of legislators, who are unable to distinguish between relations regulated by one or another legal branch”. [8]

3. Lack of uniformity in judicial practice. We can currently say that in most cases, judicial practice proceeded from recognition of a state guarantee as an unnamed method of ensuring the fulfillment of civil legal obligations. However, there have been cases when courts did not recognize the guarantee as a way of ensuring the fulfillment of obligations, since such a method was not enshrined in Chapter 23 of the Civil Code.

4. The difference in legislative provisions on state guarantees at the federal and regional levels. Federal legislation named state guarantees as a type of debt obligation, by virtue of which, respectively, the Russian Federation, a constituent entity of the Russian Federation, a municipality (guarantor) are obliged to pay the person in whose favor the guarantee is provided (in favor of the beneficiary), in writing the requirement the amount of money specified in the obligation at the expense of the budget. As a type of debt obligation, state guarantees are enshrined in the legal acts of the Khanty-Mansi Autonomous Area - Ugra dated October 12, 2007 No. 130-oz “On the Procedure for Providing State Guarantees of the Khanty-Mansi Autonomous Area” in the Khanty-Mansi Autonomous Area-Ugra,

Tyumen Region, Republic of Crimea”, Decree of the Government of the Tyumen region dated July 25, 2005 No. 121-p “On approval of the provision of state guarantees of the Tyumen region”, the Budget code of the Republic of Tatarstan, the Law of the Republic of Crimea), etc.

In separate regional acts, other approaches are encountered. For example, the law of the Yaroslavl region as a form of state legal guarantee indicates the pledge of regional property (Law of the Yaroslavl region dated February 14, 2001 No. 4-z (as amended on December 26, 2019 No. 84-FZ) “On state legal guarantees of the Yaroslavl region of November 25, 2015”).

b. The problems of using a security sale and fiduciary collateral are as follows:

1. The absence of provisions governing these methods of ensuring the fulfillment of obligations in the legislation.

2. A small number of studies on unnamed ways to ensure fulfillment of obligations, low applicability of research results in judicial practice. This problem also arises with respect to the pledge on the issue of transfer of ownership to the pledge holder and is characterized by the ambiguous position of the courts. The possibility of transferring ownership to the pledge holder became available due to a change in the provisions on pledge, in particular, clause 1 of Article 350 of the Civil Code and clause 2 of article 350.1, where the right of the pledge holder is secured to leave the pledged item, including through the receipt of the pledged item in the property of the pledge holder.

2. The lack of consensus on what signs a conditional transaction should meet, and provisions of Art. 157 of the Civil Code of the Russian Federation regarding conditional transactions cause different interpretations among judges (Krasavchikov O.A., Dozhdev D.V., Egorov Yu.P., Rosny V.V., Decision of the Supreme Court of the Russian Federation of January 9, 2018 N 32- KG17-33).

3. Compliance with the balance of the creditor and the debtor. At its core, fiduciation is of a pro-creditor nature, which does not meet modern obligatory relations, since the current civil legislation is based, first of all, on the recognition of the equality of participants and their relations (article 1 of the Civil Code of the Russian Federation).

4. Some authors suggest that in practice a number of problems may arise with their application in connection with possible imaginary or pretense of such transactions and the use of this design in order to circumvent the law (bypassing the subject of pledge). Others believe that there is no reason for this, since, for example, “a contract of sale of property with the condition of repurchase is made as a general rule not to achieve an unlawful goal, but to transfer the title to the lender to the immovable property for a while” and note that “It depends on the motives of the transaction when, for example, the creditor wanted title support, and the debtor really believed that, by signing the contract of sale, he establishes a pledge” (Bevzenko R.S.).

An analysis of judicial practice on transactions with a suspensive condition shows that the practice on these issues is ambiguous (the decision of the Arbitration Court of the Irkutsk Region dated 02.15.2012 in case No. A19-1165 / 2012 on refusing to call the transaction imaginary; the appeal decision of the Moscow City Court of September 16 2016 in case No. 33-1162 / 16, Appeal ruling of the Moscow City Court of April 8, 2014 in case No. 33-7798 / 2014 on the calling of a sham transaction).

We believe that these designs due to freedom of contract (Article 421 of the Civil Code) and the dispositive nature of Art. 329 of Civil Code have the right to exist and can be used by the parties in a binding relationship. Such transactions should not be declared invalid due to imaginary or pretense only on the basis of the absence of their consolidation in Chapter 23 of the Civil Code, and in case of suspicion should be investigated on a common basis.

The analysis can contribute to the formation of a stable legislative regulation on

alternative ways of ensuring the fulfillment of obligations, serve as a vector for further research in the field of such methods of ensuring the fulfillment of obligations as the state (municipal) guarantee, security purchase and sale and fiduciary collateral.

4 Discussion

Debatable in the science of civil law is the issue of classifying the state (municipal) guarantee as a mean of ensuring fulfillment of obligations. Most authors believe that a state (municipal) guarantee can be attributed to unnamed methods of ensuring the fulfillment of obligations if it contains at least one element extracted from the regulatory structures mentioned in Chapter 23 of the Civil Code of the Russian Federation. Therefore, the guarantee should combine traditional features of the named methods for ensuring the fulfillment of obligations, such as accessibility, property character and target orientation. As Pochtarev A.A. notes, development of this security instrument outside the framework of the Civil Code of the Russian Federation is a defect in the field of civil law. This legal remedy is widespread in business circulation and quite independently, which, in turn, is a sufficient reason to include it in Ch. 23 of the Civil Code of the Russian Federation (Sadikov O.N.).

In legal science there is no consensus on the legal nature of state (municipal) guarantees. Some believe that the state guarantee has a public-law nature (Tuktarov Yu.E., Maksimovich N.A.), others note its private law nature (Rasskazova N.Yu.), a number of authors note its mixed nature (Gracheva I.V., Samsonova A.E.).

5 Conclusion

Having analyzed the theoretical and practical issues of unnamed ways to ensure fulfillment of obligations, the following conclusions are drawn:

1. Civil law, which offered the participants of the obligation relations other ways to ensure the fulfillment of obligations, did not form sufficient criteria and provisions for their regulation.

2. The main difficulties of law enforcers associated with unnamed ways to ensure the fulfillment of obligations arise due to the lack of unity of opinion on their legal nature in the doctrine, their systematization. It does not allow them to be settled and occupy a proper niche in civil law, in chapter 23 of the Civil Code in particular. It can be noted that legislators do not see the need to include in the Civil Code provisions on unnamed means for ensuring the fulfillment of obligations, since it refers to their regulation by the agreement.

3. Judicial practice, as a rule, uses familiar constructions enshrined in the Civil Code of the Russian Federation, which is probably why the practical demand for some unnamed ways of securing obligations, such as fiduciary collateral, is low.

References

1. J. Gualdoni, A. Kurtz, et al., *Proceedings - 2017 International Conference on Software Security and Assurance, ICSSA 2017* 75-79 (2018) DOI: 10.1109/ICSSA.2017.25
2. O.V. Zotova State and Law (Young Scientist), **25 (129)**, 475 (2016)
3. R.S. Bevzenko Security sale and pledge. Bulletin of the Economic Justice of the Russian Federation, **8**, 4-16 (2018)

4. S.V. Sarbash Bulletin of the Supreme Arbitration Court of the Russian Federation, **11**, 100-103 (1999)
5. A. Ulezko Legal Insight, **5 (21)**, 49-53 (2013)
6. A.A. Pochtarev Civil and Family Law, **1 (50)**, 76 (2015)
7. H. Kim, D. Lee, J. Hwang Telematics and Informatics **35(1)**, 114-121 (2018) DOI: 10.1016/j.tele.2017.10.003
8. V.A. Lez'Er, N.A. Semeryanova, A.V. Kopytova, *MATEC Web of Conferences*, **239**, 04027 (2018) DOI: 10.1051/mateconf/201823904027
9. N.G. Doronina, N.G. Semilyutina, Journal of Russian Law, **10**, 145-151. (2019). DOI: 10.12737/jrl.2019.10.12
10. S. Tokito, S. Kagawa, K. Nansai Resources Policy **49**, 415-421 (2016) DOI: 10.1016/j.resourpol.2016.07.009
11. T. P. Lazareva, M. P. Shestakova, Journal of foreign legislation and comparative law, **6**, 69-83. (2019) DOI: 10.12737/jflcl.2019.6.6
12. A. Kopytova, *MATEC Web of Conferences* **106**, 08056 (2017) DOI: 10.1051/mateconf/201710608056
13. A. Sulaksono, B. Yunarko et al., Journal of Physics: Conference Series **1364(1)**, 012038 (2019) DOI: 10.1088/1742-6596/1364/1/012038
14. O.A. Simvolokov, Journal of Russian Law, **5 (257)**, 63-74. (2018) DOI: 10.12737/art_2018_5_7
15. S.M. Badriyah, R. Suharto, E. Susilowati, M.H.F. Allam, International Journal of Recent Technology and Engineering **8(4)**, 4196-4200 (2019) DOI: 10.35940/ijrte.D7776.118419
16. V. Lez'Er, N. Semerianova, A. Kopytova, Y. Truntsevsky, *E3S Web of Conferences* **110**, 02093 (2019) DOI: 10.1051/e3sconf/201911002093
17. N.G. Doronina, N.G. Semilyutina, Journal of foreign legislation and comparative law, **5**, 23-41. (2019) DOI: 10.12737/jflcl.2019.5.2
18. U. Filatova, N. Semeryanova, S. Suslova, A. Gabudina, A. Kopytova, *E3S Web of Conferences* **91**, 08071 (2019) DOI: <https://doi.org/10.1051/e3sconf/20199108071>
19. E.G. Komissarova *Unnamed ways of securing obligations in civil law* (Aspect Press, 2015)
20. D. Izvin, V. Lez'Er, A. Kopytova, *MATEC Web of Conferences*, **170**, 01065 (2018) DOI: 10.1051/mateconf/201817001065
21. A.V. Kopytova, N.S. Zotkina, I.G. Reshetnikova, *MATEC Web of Conferences* **239**, 04012 (2018) DOI: 10.1051/mateconf/201823904012
22. Nurwati, A. Sulistiyono, M. Roestamy, International Journal of Scientific and Technology Research **8(9)**, 2004-2009 (2019)
23. R.O. Salè Osservatorio del Diritto Civile e Commerciale **5(2)**, 617-644 (2016) DOI: 10.4478/85002