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8. Теремцова Н. Актуальні питання щодо проблеми правомірної поведінки людини та юридична відповідальність. OUR LAW № 2 ч.2, 2010. – С. 97-101. – 134 с.

9. Теремцова Н. Природа правомірної поведінки людини (культура поведінки людини, механізм індивідуальної поведінки ……). Зб. Наук. Праць. – Київ: ІВЦ «Політехніка», 2010. – № 2 (6). – 181 с. – С.167-171.

10. Теремцова Н. Теоретичне питання про право та фізичну недоторканість – м. Братислава, Словацька Республіка, 19-20 вересня 2014 р. Вид: Панєвропська висока школа, факультет права. – м. Братислава, Словенська Республіка. – С. 110- 112.

11. Теремцова Н. Соціо-теоретичні аспекти до проблеми легалізації одностатевих шлюбів в Україні. м. Київ, 30 вересня 2016 р. Вид. «Інституту законодавчих передбачень та правової експертизи», 2016, – 103с. – С. 97-99.

12. Теремцова Н., Буткевич А. Актуальне питання щодо кримінальної відповідальності за торгівлю людьми в умовах адаптації вітчизняної правової системи відносно до права ЄС . м. Полтава, 23-24 жовтня 2019 року. Вид. Россава, 2019. URL:http://pli.nlu.edu.ua.

13. Teremtsova, N. (2019). The problem of differentiation between private and public law. Journal Transition Studies Review, 26(2), 15-22. Index Scopus 2019 International ISSN: 1614-4007.

14. Kopotun, I. M., Durdynets, M. Y., Teremtsova, N. V., Markina, L. L., & Prisnyakova, L. M. (2020). The Use of Smart Technologies in the Professional Training of Students of the Law Departments for the Development of their Critical Thinking. International Journal of Learning, Teaching and Educational Research, 19(3). Index Scopus 2020 International ISSN: 1694-2116.

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CREDIT DISPUTES: THE PRACTICE OF THE SUPREME COURT

Abstract

The article is devoted to the consideration of the legal regulation of credit relations and the legal basis of judicial protection of the rights of consumers of credit services.

The author analyzes the current civil legislation and case law of the Civil Court of Cassation, the Commercial Court of Cassation of the Supreme Court and the Grand Chamber of the Supreme Court on certain categories of credit disputes.

The article provides proposals for amendments to the current civil legislation in order to expand the guarantees of the rights of consumers of credit services provided by financial institutions.

Key words*: credit dispute, problems of credit dispute resolution, legal position, credit agreement, loan, interest.*

Problem statement. Over the past few years, household incomes and corporate profits have declined significantly, leading to an increase in credit disputes. According to case law, one of the decisive factors in maintaining economic stability in the country is effective judicial protection of the rights of participants in credit relations.

Therefore, in order to create a stable system of judicial regulation of credit relations, it is necessary to deepen the legal positions of the courts of cassation on controversial issues that arise in this area.

In addition, we believe that there is a need to clarify the nature of litigation in the field of credit relations, as well as an analysis of procedural problems that arise when courts consider this category of cases. Research on the above issues will help reduce the number of disputes in this area.

Analysis of recent research and publications. Among scientists, the issues of legal regulation of credit relations, the grounds and problems of resolving credit relations were considered by the following scientists: O.C. Kizlova, L.O. Yesipova, V.V. Lutz and others. At the same time, the case law in resolving credit disputes has not been sufficiently studied.

The goals of the article. The aim of the article is to study credit disputes arising in commercial and civil jurisdiction and to analyze the legal positions of the Civil Court of Cassation, the Commercial Court of Cassation and the Supreme Court's Grand Payment on credit disputes to identify key positions formulated in the relevant category.

The main results. The current legislation of Ukraine, in particular the Civil Code of Ukraine [1] and the Law of Ukraine "On Mortgage" [2] defines the procedure for concluding loan agreements, ensuring the implementation of the loan agreement and liability for breach of its terms.

According to Article 1054 of the Civil Code of Ukraine under the loan agreement, the bank or other financial institution (lender) undertakes to provide credit to the borrower in the amount and on the terms established by the agreement, and the borrower undertakes to repay the loan and pay interest [1, Art. 1054].

According to Article 526 of the Civil Code of Ukraine, the obligation must be performed properly in accordance with the terms of the contract [1, Art. 526].

In accordance with Article 610 of the Civil Code of Ukraine, the violation of the obligation is its non-performance or performance in violation of the conditions specified in the content of the obligation (improper performance) [1, Art. 610].

According to the first part of Article 612 of the Civil Code of Ukraine, the debtor is considered to be overdue if he has not started to fulfill the obligation or has not fulfilled it within the period established by contract or law [1, Art. 612].

Therefore, we believe that in order to properly fulfill the obligations under the loan agreement, the borrower must comply with the terms specified in the loan agreement for the payment of interest. Accordingly, non-payment of interest is considered a violation of the terms of the loan agreement.

In accordance with Article 599 of the Civil Code of Ukraine, the obligation is terminated by performance, carried out properly [1, Art. 599].

According to the first part of Article 267 of the Civil Code of Ukraine, a person who performed the obligation after the expiration of the statute of limitations has no right to demand the return of the performed, even if at the time of execution did not know about the expiration of the statute of limitations [1, Art. 267].

In case of expiration of the statute of limitations, the application for protection of civil rights or interests is accepted by the court, but the expiration of the statute of limitations, the application of which is claimed by the party to the dispute, is grounds for dismissal (parts two and four of Article 267 CC of Ukraine) [1, Art. 267].

Given the above rules of law, it can be argued that after the expiration of the loan term of the borrower's obligation does not terminate. In addition, under the loan agreement, the borrower's monetary obligation may be fulfilled after the expiration of the statute of limitations.

According to the second part of Article 1054 of the Civil Code of Ukraine, the provisions of paragraph 1 ("Loan") of Chapter 71 ("Loan. Credit. Bank deposit") shall apply to relations under the loan agreement, unless otherwise provided by this paragraph and follows from the essence of the loan agreement [1, Art. 1054].

Pursuant to the second part of Article 1050 of the Civil Code of Ukraine, if the contract establishes the borrower's obligation to repay the loan in installments (in installments), then in case of overdue repayment of the next part the lender has the right to demand early repayment of the remaining loan and interest. to Article 1048 of this Code [1, Art. 1050].

According to part one of Article 1048 of the Civil Code of Ukraine, the lender has the right to receive interest from the borrower on the loan amount, unless otherwise provided by contract or law. The amount and procedure for obtaining interest shall be established by the contract. In the absence of another agreement of the parties, interest is paid monthly until the date of repayment of the loan [1, Art. 1048].

Therefore, until the date of repayment of the loan, in the absence of another agreement between the parties to the agreement, the monthly payment of interest may be applied only within the crediting period.

Thus, the Grand Chamber of the Supreme Court in the decision of March 28, 2018 in case № 444/9519/12 concluded that the right of the lender to accrue interest on the loan terminates after the expiration of the loan term specified in the contract or in case of a claim against the borrower in accordance with part two of Article 1050 of the Civil Code of Ukraine. In protective legal relations, the rights and interests of the plaintiff are provided by the second part of Article 625 of the Civil Code of Ukraine, which regulates the consequences of late performance of a monetary obligation [3].

In addition, we consider it necessary to analyze the practice of the Supreme Court on the termination of bail. After all, according to case law, there is a problem of termination of the institution of suretyship and liability of the guarantor in credit obligations.

Fulfillment of the obligation may be secured by a guarantee (part one of Article 546 of the Civil Code of Ukraine) [1, Art. 546].

The second part of Article 548 of the Civil Code of Ukraine provides that an invalid obligation is not subject to security. The invalidity of the main obligation (claim) causes the invalidity of the transaction to secure it, unless otherwise provided by this Code [1, Art. 548].

That is, with the exception of the guarantee (Article 562 of the Civil Code of Ukraine), only valid claims can be provided [1, Art. 562].

Parts one and two of Article 553 of the Civil Code of Ukraine stipulate that under a surety agreement the surety is entrusted to the debtor's creditor for the performance of his duty. The guarantor is liable to the creditor for breach of obligation by the debtor. The guarantee can ensure the fulfillment of obligations in part or in full [1, Art. 553].

Violation of the obligation is its non-performance or performance in violation of the conditions specified in the content of the obligation (improper performance) (Article 610 of the Civil Code of Ukraine) [1, Art. 610].

In case of breach of the obligation there are legal consequences established by the contract or the law, in particular: change of conditions of the obligation; payment of penalties; compensation for damages and non-pecuniary damage (Article 611 of the Civil Code of Ukraine) [1, Art. 611].

According to part one, two of Article 554 of the Civil Code of Ukraine in case of breach by the debtor of the obligation secured by the surety, the debtor and the guarantor are liable to the creditor as joint debtors, if the surety agreement does not establish additional (subsidiary) liability. The guarantor is liable to the creditor in the same amount as the debtor, including payment of principal, interest, penalties, damages, unless otherwise provided by the surety agreement [1, Art. 554].

Given the above provisions of civil law, we believe that the guarantee is an additional way to ensure the fulfillment of credit obligations, and therefore the

guarantee will have legal significance as long as the main obligations have legal force.

Along with this, parts one and three of Article 549 of the Civil Code of Ukraine stipulate that a penalty (fine, penalty) is a sum of money or other property that the debtor must transfer to the creditor in case of breach of obligation by the debtor. Penalty is a penalty calculated as a percentage of the amount of late performance of a monetary obligation for each day of delay in performance [1, Art. 549].

According to Articles 550 and 551 of the Civil Code of Ukraine, the right to a penalty arises regardless of whether the creditor has damages caused by non-performance or improper performance of the obligation. The subject of the penalty may be a sum of money, movable and immovable property. If the subject of the penalty is a sum of money, its amount is set by contract or act of civil law [1, Art. 550,551].

Given the legal nature of the surety established by the legislator, as an additional (accessory) obligation to the main contract and direct dependence on its terms, the Grand Chamber of the Supreme Court in its decision of October 31, 2018 in case № 202/4494/16-ts, departed from legal conclusions set forth in the rulings of the Supreme Court of Ukraine of 26 November 2014 (case № 6-75tss14), of 3 February 2016 (case № 6-2017tss15) and of 06 July 2016 (case № 6-1199tss16) on the presumption of the guarantee and the impossibility of its termination on the basis of part four of Article 559 of the Civil Code of Ukraine in view of the existence of a court decision on recovery of credit debt, as such a decision in itself indicates the expiration of the contract. Therefore, the legal relationship that arises after the decision to collect the debt, the guarantee does not apply, unless otherwise provided by the surety agreement [4].

In addition, due to the financial crisis and low incomes of citizens, an increasing number of individuals are becoming consumers of credit services of financial institutions, including credit cards of banks. At the same time, not everyone has the opportunity to pay the used credit funds on time and pay interest for their use. Therefore, the case law on the collection of funds for the use of credit cards is relevant.

In such cases, the contractual relationship arises between the bank and an individual - a consumer of banking services (part one of Article 11 of the Law of Ukraine of May 12, 1991 № 1023-XII "On Consumer Protection" (hereinafter - the Law №1023-XII) [5, Art. 11].

According to paragraph 22 of the first part of Article 1 of the Law № 1023-XII consumer - a natural person who purchases, orders, uses or intends to purchase or order products for personal needs not directly related to business activities or performance of duties of the employee [5, p. 1].

Paragraph 19 of UN General Assembly Resolution "Guidelines for the Protection of Consumers", adopted on 9 April 1985 №39 / 248 at the 106th plenary session of the UN General Assembly, states that consumers must be protected from contractual abuses such as unilateral standard contracts. , exclusion of fundamental rights in contracts and illegal lending terms by sellers [6, p. 19].

The Constitutional Court of Ukraine in the decision on the constitutional appeal of citizen Kozlov Dmytro Oleksandrovych regarding the official interpretation of the provisions of the second sentence of the preamble of the Law of Ukraine of November 22, 1996 № 543/96-B "On liability for late fulfillment of monetary obligations" of July 11, 2013 in the case №1-12 / 2013 noted that in view of the provisions of the fourth part of Article 42 of the Constitution of Ukraine participation in the consumer contract as a weaker party subject to special legal protection in the relevant legal relationship, narrows the principle of equality of civil relations and freedom of contract , in particular in consumer credit agreements [7].

The principle of the rule of law is recognized and operates in Ukraine. The Constitution of Ukraine has the highest legal force; laws and other normative legal acts are adopted on the basis of the Constitution of Ukraine and must comply with it, which is expressly provided for in Article 8 of the Constitution of Ukraine [8, Art. 8].

In accordance with the fourth part of Article 42 of the Constitution of Ukraine, the state protects the rights of consumers [8, Art. 42].

According to the first part of Article 1 of the Civil Code of Ukraine, civil relations are based on the principles of legal equality, free will and property independence of their participants [1, Art. 1].

The main principles of civil law are defined in Article 3 of the Civil Code of Ukraine [1, Art. 3].

Freedom of contract is one of the general principles of civil law, which is provided in paragraph 3 of the first part of Article 3 of the Civil Code of Ukraine [1, Art. 3].

One of the fundamental principles of civil proceedings is justice, good faith and reasonableness, which is provided in paragraph 6 of the first part of Article 3 of the Civil Code of Ukraine [1, Art. 3].

That is, we believe that any actions of the parties to a civil relationship should be characterized by honesty, openness and respect for the interests of another party to the relationship.

In its judgment of 28 October 1999 in Brumarescu v. Romania, the European Court of Human Rights (ECtHR) noted that one of the fundamental aspects of the rule of law was the principle of legal certainty, which required, inter alia, that the courts did not question their decisions [9].

The ECtHR has repeatedly stated that the wording of laws is not always clear. Therefore, their interpretation and application depends on practice. And the role of court proceedings is precisely to get rid of such interpretative doubts in the light of changes in everyday practice (judgment of 11 November 1996 in Cantoni v. France, application № 17862/91) [10].

Thus, the Grand Chamber of the Supreme Court in case № 342/180/17 (decision of July 3, 2019) on the claim of JSC CB "PrivatBank" to an individual to recover debts under the contract for the provision of banking services by signing a questionnaire-application for accession to the Terms and the Rules for the

provision of banking services, concluded that the Extract from the Tariffs for credit cards "Universal" "Universal, 30 days grace period" and the Extract from the Terms and Conditions for the provision of banking services in PrivatBank resource: Archive of Terms and Conditions for the provision of banking services : https://privatbank.ua/terms/, which are contained in the materials of this case are not recognized by the defendant and do not contain her signature, so they can not be regarded as part of the loan agreement concluded between the parties on February 18, 2011 by signing the application form. Thus, there is no reason to believe that the parties agreed in writing the price of the contract, which is set in the form of interest payments for the use of credit funds, as well as liability in the form of penalties (fines, penalties) for breach of contract [11].

We believe that the majority of consumers of banking services, given the lack of legal awareness, can not effectively exercise and protect their rights, so this legal position is relevant for all consumers of credit services, as it protects their rights from improper collection of funds by banks.

It should be noted that in credit disputes, as in other categories of disputes, an important circumstance for the satisfaction of claims by the courts is the correct choice of protection and timeliness of recourse to the court.

The provisions of Article 611 of the Civil Code of Ukraine provide that in case of breach of obligation there are legal consequences established by contract or law [1, Art. 611].

In particular, Article 625 of the Civil Code of Ukraine regulates the legal consequences of breach of monetary obligation, which have features. Thus, in accordance with the above rule, the debtor is not released from liability for the impossibility of fulfilling the monetary obligation. The debtor who is overdue, at the request of the creditor must pay the amount of debt, taking into account the inflation index for the entire period of delay, as well as 3% per annum of the overdue amount, unless otherwise provided by contract or law [1, Art. 625].

We believe that Article 625 of the Civil Code of Ukraine gives the percentage per annum not a penalty, but a compensatory nature.

At the same time, Chapter 19 of the Civil Code of Ukraine defines the period within which a person may apply to the court with a request to protect his civil right or interest, ie the statute of limitations [1, ch. 19].

Analysis of the content of the above substantive law in their entirety gives grounds to conclude that the legal consequences of breach of monetary obligation under Article 625 of the Civil Code of Ukraine, applies a general statute of limitations of three years (Article 257 of this Code) [1, Art. 257].

The expiration of the statute of limitations, the application of which is claimed by the party to the dispute, is the basis for rejection of the claim (Article 267 of the Civil Code of Ukraine) [1, Art. 267].

The procedure for calculating the statute of limitations is given in Article 261 of the Civil Code of Ukraine. In particular, in accordance with part one of this article, the statute of limitations begins from the day when the person learned or could learn about the violation of his right or about the person who violated it [1, Art. 261].

Thus, the Grand Chamber of the Supreme Court in the decision of November 8, 2019 in the case № 127/15672/16-ts came to the following conclusion: "Since as a result of non-performance by the debtor of the monetary obligation the creditor has the right to receive the amounts provided for in Article 625 of this Code for the entire period of delay, ie such delay is a continuing offense, the right to sue for inflation losses and 3% per annum arises for each one month from the moment of violation of the monetary obligation until the moment of its elimination.

The legislator determines the debtor's obligation to pay the amount of debt taking into account the inflation rate and 3% per annum for the entire period of delay, in connection with which such an obligation is ongoing.

In view of the above, the Grand Chamber of the Supreme Court in its decision of 13 February 2019 (case № 924/312/18) agrees with the conclusions of the Commercial Court of Cassation of the Supreme Court set out in the decisions of 10 and 27 April 2018 in cases № 910 / 16945/14 and № 908/1394/17, dated 16 November 2018 in case № 918/117/18, dated 30 January 2019 in cases № 905/2324/17 and № 922/175/18, stating that non-performance of the debtor's monetary obligation is an ongoing offense, so the right to sue for recovery under Article 625 of the Civil Code of Ukraine arises from the creditor from the moment of breach of monetary obligation until its elimination and is limited to the last three years preceding the filing. [12].

Regarding the effective method of protection, the Supreme Court in the Joint Chamber of the Civil Court of Cassation in its decision of October 10, 2019 in case № 320/8618/15-ts concluded that the interpretation of Articles 14, 16 of the Civil Code of Ukraine allows to conclude which is not an effective way to protect the recognition of illegal actions in terms of non-crediting of regular payments, the obligation to credit the listed monthly payments, cancellation and write-off of bad debts, the obligation to cancel the penalty, prohibition of further accrual of fines and / or penalties on the obligations under the loan agreement, the obligation to take action to cancel the accrual of interest on the loan and penalties, the obligation to cancel illegally accrued penalties for late payment, as they do not provide for the relevant obligation of another subject of civil law and do not restore the rights of the person claiming such claims [13].

Also, we propose to analyze the issue of double recovery of credit debt from the debtor under the main agreement and the mortgage agreement, which is widely practiced by financial institutions.

Thus, according to the provisions of Article 598 of the Civil Code of Ukraine, the obligation is terminated in part or in full on the grounds established by contract or law; current legislation (part one of Article 598, Articles 599 - 601, 604 - 609 of the Civil Code of Ukraine) does not link the termination of the obligation with a court decision [1, Art. 598].

Also in accordance with Article 1 of the Law of Ukraine of June 5, 2003 № 898-IV "On Mortgage" (hereinafter - the Law on Mortgage), mortgage - a type of security for the obligation of real estate that remains in the possession and use of the mortgagor, according to which the mortgagee has the right in case of default by the debtor secured by the mortgage to obtain satisfaction of their claims at the expense of the subject of the mortgage mainly to other creditors of the debtor in the manner prescribed by this Law [2, Art. 1].

The mortgage is derived from the main obligation and is valid until the termination of the main obligation or until the expiration of the mortgage agreement (part five of Article 3 of the Law on Mortgage) [2, Art. 3]. The mortgage is terminated in the case of: termination of the main obligation or expiration of the mortgage agreement; sale of the subject of the mortgage in accordance with this Law; acquisition by the mortgagee of ownership of the mortgage; invalidation of the mortgage agreement; destruction (loss) of the mortgaged building (structure), if the mortgagor has not restored it. If the subject of the mortgage agreement is a land plot and a building (structure) located on it, in case of destruction (loss) of the building (structure) the mortgage of the land plot is not terminated; on other grounds provided by this Law. Subsequent mortgages are terminated as a result of foreclosure on the previous mortgage. Information on the termination of the mortgage is subject to state registration in the manner prescribed by law (Article 17 of the Law on Mortgage) [2, Art. 17]. Relevant regulation is also given in Article 593 of the Civil Code of Ukraine [1, Art. 593].

According to the first part of Article 7 of the Law on Mortgage at the expense of the subject of the mortgage, the mortgagee has the right to satisfy its claim under the principal obligation in full or in part established by the mortgage agreement, determined at the time of this requirement the amount of debt and any increase in this amount, which was directly provided by the terms of the contract, which stipulates the main obligation [2, Art. 7].

In accordance with Article 33 of the Law on Mortgage in case of non-performance or improper performance by the debtor of the principal obligation, the mortgagee has the right to satisfy its claims under the principal obligation by foreclosure on the subject of the mortgage. Foreclosure on the subject of the mortgage is carried out on the basis of a court decision, a notary's writ of execution or in accordance with the agreement on satisfaction of the mortgagee's claims [2, Art. 33].

Thus, in the legal relationship regarding the recovery by the creditor of the debt under the loan agreement by foreclosure on the subject of the mortgage, in connection with the default of the debtor, the Grand Chamber of the Supreme Court in the decision of September 18, 2018 in case № 921/107/15 -d / 16 made the following conclusion: "The use by a creditor of another legal remedy to protect his right, which has not been duly restored by the debtor, is not a double recovery of the debt.

Issues concerning the execution of the executive document issued to the creditor in the event that such obligation of the debtor under such executive document is absent in whole or in part in connection with its termination (due to execution by the debtor, another person, etc.) shall be resolved in accordance with part two 328 Code of Civil Procedure of Ukraine.

Given the lack of evidence of debtors' obligations under loan agreements, the presence of court decisions on debt collection, deferred due to the impossibility of their immediate execution, the conclusion of the commercial courts of previous instances on the lack of grounds to satisfy the mortgagee's claim for foreclosure on the mortgage is incorrect and made without taking into account the facts of the case and the provisions of applicable law. " [14].

With regard to litigation for the termination of bail in commercial litigation, it should be noted that litigation in commercial courts is conducted on an adversarial basis, and therefore each party must prove by appropriate evidence the circumstances to which it refers.

Guided by these principles, the Commercial Court of Cassation of the Supreme Court in the decision of January 29, 2019 in case 916/436/18 concluded that when filing a lawsuit to recognize the terminated mortgage under the mortgage agreement the plaintiff is burdened with proving the circumstances of complete termination of obligations under credit agreement in connection with their implementation. The circumstance of complete termination of obligations under the loan agreement must be proved in the context of each obligation of the borrower, including the principal amount of the loan, interest on loans and other mandatory payments provided between the parties to the loan agreement and additional agreements to him. The plaintiff, when filing such claims, must provide the court, in addition to supporting documents, the calculation of its obligations, so that the court can establish a chronology of issuance and repayment of each type of obligation [15].

The analysis of the legal nature of credit relations and legal positions set forth in the decisions of the courts of cassation presented in this article made it possible to formulate the following conclusions.

Conclusions. Based on the study, we summarize that the Civil Court of Cassation, the Commercial Court of Cassation of the Supreme Court and the Grand Chamber of the Supreme Court consider a large number of disputes in credit relations and introduce legal positions that will reduce the total number of appeals.

We believe that forming legal positions, the courts of cassation proceed from certain general criteria formed in the process of resolving credit disputes and follow the rule according to which the court decision must finally resolve the dispute on the merits and protect the violated right or interest.

According to case law, a large number of credit disputes are based on gaps in the legislation and the possibility of ambiguous interpretation of legal norms. At present, it can be argued that the practice of courts of cassation will certainly reduce the number of new credit disputes, as the legal positions of courts of cassation in most cases solve an exclusive legal problem, ensure the development of law and form a single law enforcement practice.

In addition, it should be noted that the problem of a large number of credit disputes can be solved by making legislative changes to civil law.

With this in mind, we propose to amend the current civil legislation to expand the guarantees of consumer rights of credit services provided by financial institutions.

References

1. Civil Code of Ukraine: Law of Ukraine of January 16, 2003 № 435-IV. URL: https://zakon.rada.gov.ua/laws/show/435-15 (accessed April 23, 2021).

2. On mortgage: Law of Ukraine of 05.06.2003 № 898-IV. URL: https://zakon.rada.gov.ua/laws/show/898-15#Text. (appeal date May 4, 2021).

3. Resolution of the Grand Chamber of the Supreme Court of March 28, 2018 in case № 444/9519/12. URL: https://reyestr.court.gov.ua/Review / 74838904 (accessed May 4, 2021).

4. Resolution of the Grand Chamber of the Supreme Court of October 31, 2018 in case 202/4494/16-ts. URL: https://reyestr.court.gov.ua/Review/77720972 (accessed May 4, 2021).

5. On consumer protection: Law of Ukraine of May 12, 1991 № 1023-XII. URL: https://zakon.rada.gov.ua/laws/show/1023-12#Text (accessed May 4, 2021).

6. Resolution of the UN General Assembly "Guidelines for the Protection of Consumers", adopted on April 9, 1985 №39 / 248 at the 106th plenary session of the UN General Assembly. URL: https://zakon.rada.gov.ua/laws/show/995_903#Text (accessed May 4, 2021).

7. Decision of the Constitutional Court of Ukraine in the case on the constitutional appeal of citizen Kozlov Dmytro Oleksandrovych regarding the official interpretation of the provisions of the second sentence of the preamble of the Law of Ukraine of 22 November 1996 № 543/96-B "On liability for late performance of monetary obligations" of 11 July 2013 year case -121-12 / 2013. URL: https://zakon.rada.gov.ua/laws/show/v007p710-13#Text (accessed May 4, 2021).

8. The Constitution of Ukraine: Law of Ukraine of June 28, 1996 № 254k / 96-VR. URL: https://zakon.rada.gov.ua/laws/show/254%D0%BA/96-%D0%B2%D1% 80 # Text (accessed May 4, 2021).

9. Judgment of the ECtHR of 28 October 1999 in Brumarescu v. Romania. URL: http://eurocourt.in.ua/Article.asp?AIdx=307 (accessed May 4, 2021).

10. Judgment of the ECtHR of 11 November 1996 in Cantoni v. France. URL: http://eurocourt.in.ua/Article.asp?AIdx=112 (accessed May 4, 2021).

11. Resolution of the Grand Chamber of the Supreme Court of July 3, 2019 in case № 342/180/17. URL: https://reyestr.court.gov.ua/Review/82998244 (accessed May 4, 2021).

12. Resolution of the Grand Chamber of the Supreme Court of November 8, 2019 in case № 127/15672/16-ts. URL: https://reyestr.court.gov.ua/ Review / 85743708 (accessed May 4, 2021).

13. Resolution of the Supreme Court of the Joint Chamber of the Civil Court of Cassation of October 10, 2019 in case № 320/8618/15-ts. URL: https://reyestr.court.gov.ua/Review/85110992 (accessed May 4, 2021).

14. Resolution of the Grand Chamber of the Supreme Court of September 18, 2018 in case № 921/107/15-g / 16. URL: https://reyestr.court.gov.ua/ Review / 77720890 (accessed May 4, 2021).

15. Resolution of the Commercial Court of Cassation of the Supreme Court of January 29, 2019 in case №916 / 436/18. URL: https://reyestr.court.gov.ua / Review / 79545360 (accessed May 6, 2021).