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IMPLIED CONTRACT TERMS AS A FORM OF SUPPLEMENTATION OF THE PARTIES' WILL

5.1.3. Private law (civil) sciences

THESIS ABSTRACT

for an academic degree of PhD in Law

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Relevance of the Dissertation's Topic. The modern stage of Russian civil law demonstrates a growing tendency toward the self-regulation of civil relations based on the autonomy of the parties' will. The interpretative methods of contracts developed over the past decade have contributed to strengthening this trend.

However, legislative provisions and judicial practice reveal a clear lack of regulation for contractual relationships in the absence of terms necessary for resolving disputes. Despite the widespread nature of contractual gaps (where certain terms are omitted by the parties), Russian law lacks mechanisms for assessing the hypothetical will of the parties and resolving disputes accordingly.

Existing regulation primarily relies on dispositive norms, customs, analogies, and abstract principles, which reflect the generalized will of all participants in civil transactions. This situation increases the risk of excessive judicial intervention in the parties' autonomy.

Meanwhile, foreign legal systems have extensively developed the supplementation of contractual gaps through the hypothetical will of the parties. The doctrine of implied terms in common law jurisdictions and the method of supplementary interpretation in civil law systems have evolved over time.

In Russian civil law, questions concerning the determination of the parties' hypothetical will in contractual disputes have only recently begun to be addressed. However, the doctrine of supplementing contracts with the hypothetical will of the parties, while widely recognized abroad, has not yet been established as an independent direction in Russian contract law.

Theoretically, the relevance of this study lies in the need for further research on identifying implied contract terms: defining the legal nature of contract terms and gaps in the context of the parties' will, determining criteria for identifying implied contract terms, and establishing requirements for their application in judicial practice.

From the practical perspective, the relevance of this study is underscored by the emerging judicial practice of identifying implied contract terms despite the lack

of sufficient legislative guidance or explanations from higher judicial bodies regarding the supplementation of contractual gaps.

The applied significance of this research is heightened by ongoing geopolitical developments significantly influencing the choice of applicable law in contracts involving Russian residents. Currently, there is a shift among Russian entrepreneurs towards jurisdictions in Asia (e.g., Hong Kong) and Africa (e.g., South Africa), where the doctrine of implied terms—originating in jurisdictions now labeled as “unfriendly”—is well-known.

Developing a scientifically grounded approach to implied contract terms, incorporating theoretical insights and practical recommendations, will not only enhance the resolution of disputes and maintain legal certainty but also foster uniformity in applying this tool.

Degree of Scientific Development. Despite its relevance, the topic has not received sufficient attention from researchers as an independent subject of legal inquiry.

Issues related to the legal nature, essential characteristics, and features of contract terms and obligations have been studied by Russian legal scholars such as M.M. Agarkov, V.A. Belov, M.I. Braginsky, V.V. Vitriansky, D.S. Derkho, O.S. Ioffe, A.G. Karapetov, O.A. Krasavchikov, D.S. Petrova, K.P. Pobedonostsev, K.I. Sklovsky, K.A. Usacheva, R.O. Khalphina, and A.E. Shvaika

A significant study partially addressing supplementary interpretation is the dissertation by A.K. Bayramkulov, titled "Features of Contract Interpretation in Russian Civil Law" (2015).

Additional contributions to the issues of contractual gaps and regulation in the absence of applicable legal norms include works by A.V. Germanov, V.V. Lazarev, V.A. Mikryukov, and A.A. Kharitonov. Noteworthy dissertations include A.S. Bakin’s "Subsidiarity in Russian Civil Law" (2014) and D.I. Romanenko’s "Analogy of Law (A Civilistic Study)" (2019).

The examination of the context of the autonomy of will and freedom of contract as principles underlying private law relations was facilitated by referencing

the works of scholars such as S.S. Avanesov, V.S. Belykh, V.L. Wolfson, S.N. Dadashova, N.V. Kurmashev, I.K. Lugovskoy, D.A. Maltsev, V.A. Oigenzicht, A.A. Panov, L.S. Pastukhova, Yu.Yu. Pechurchik, I.N. Plotnikova, D.Yu. Poldnikov, L.S. Solovyova, N.V. Smetanin, D.S. Turko, E.V. Shtark, V.S. Yugay, and others.

A significant contribution to the doctrinal study of the subjective factor in civil legal relations, which is inextricably linked to the hypothetical will, was made by N.V. Zaitseva in her doctoral dissertation titled “The Formation of the Concept of the Subjective Factor in Private Legal Relations in the Legislation of Russia and Foreign States” (2023).

The aims of the dissertation is to substantiate implied terms as a form of intervention in contractual regulation defined by the parties, further develop the concept of the parties’ hypothetical will, and propose a unified methodological approach for judicial bodies to resolve disputes in cases of contractual gaps.

To achieve this goal, the following tasks were set:

1. Examine the legal nature of contractual terms considering established approaches to contracts as a positive legal act reflecting the autonomy of the parties’ will;

2. Investigate and propose definitions for various types of contractual gaps based on the subjective factor (intention and will);

3. Determine the feasibility of identifying the parties’ will in the absence of explicit expression, leading to hypotheses about the content of implied (omitted) terms;

4. Explore the doctrine of implied terms in common law jurisdictions, including the United Kingdom, Hong Kong, and several African countries;

5. Analyze approaches to supplementary interpretation in continental European legal systems—Romanic, Germanic, and Scandinavian groups;

6. Study proposed methods for supplementation in soft law instruments and model rules aimed at harmonizing legal regulation;

7. Identify the existing system of regulation in Russia regarding contractual gaps and cases of supplementation based on the parties' hypothetical will;

8. Reveal criteria used by courts to establish the hypothetical will of the parties when formulating implied terms;

9. Define the limits and specific restrictions on judicial intervention in contract supplementation based on the parties' hypothetical will to avoid adversely affecting their autonomy.

Object of Research is social relations arising from the legal regulation and interpretation of contracts, as well as the identification of the parties' intent in cases of contractual gaps.

Subject of Research – the mechanism of identifying implied contractual terms in the norms of Russian law establishing the regime of contractual regulation in the absence of an explicit contractual term, in the law enforcement practice of resolving contractual disputes, as well as in doctrinal studies devoted to the topic in question.

The theoretical foundation of research includes works on civil law, as well as on the theory of state and law, philosophy, and philosophy of law by both Russian and foreign scholars, such as S.S. Avanesov, A.A. Arakelyan, T. Arntz, V.S. Bekteva, V.S. Belykh, K.P. Berger, A.V. Bleshchik, Yu.A. Boltenkova, Yu.V. Brisov, S.L. Budylin, S.N. Bulgakov, A.S. Vasiliev, M.A. Volchansky, V.L. Wolfson, G.A. Gadzhiev, A.G. Gadzhikurbanov, S.P. Galperin, A.V. Germanov, S.N. Dadashova, D.S. Derkho, M.O. Dyakonova, V.V. Zaitsev, O.V. Zaitsev, M.A. Kiskachi, N.V. Kozlova, A.S. Komarov, A.V. Konovalov, N.V. Kurmashev, V.A. Laptev, I.K. Lugovskoy, O.Yu. Malkin, D.A. Maltsev, V.A. Mikryukov, A.E. Morozova, O.V. Muratova, D.V. Murzin, T.V. Novikova, L.S. Pastukhova, D.S. Petrova, Yu.Yu. Pechurchik, I.N. Plotnikova, D.Yu. Poldnikov, V.F. Popondopulo, R.R. Repin, N.A. Ryzhov, A.I. Saveliev, A.V. Sarkisyan, M.A. Sekatskaya, S.A. Sinitsyn, N.V. Smetanin, S.K. Solomin, N.G. Solomina, Yu.V. Tai, A.N. Tanaga, I.E. Tretyakov, D.S. Turko, I.M. Tyutryumov, A.A. Uvarov, S.Yu. Filippova, A.P.

Fokov, A.A. Kharitonova, M.V. Hesselink, V.V. Khilyuta, O.V. Cherkasova, L.Yu. Chernyak, A.E. Shvaika, E.V. Shtark, V.S. Yugay, and others.

Among contemporary researchers whose works are of particular importance are: A.K. Bayramkulov, V.A. Belov, M.I. Braginsky, V.V. Vitriansky, N.V. Zaitseva, A.G. Karapetov, A.D. Mandzhiev, K.V. Nam, A.A. Panov, K.I. Sklovsky, A.A. Trunin, and K.A. Usacheva.

The theoretical basis of the study also includes works by prominent classical scholars such as M.M. Agarkov, S.N. Bratus, W. Windelband, B. Windscheid, V.Yu. Wolf, L.B. Galperin, D.M. Genkin, A.Kh. Golmsten, D.D. Grimm, A.M. Gulyaev, O.S. Ioffe, O.A. Krasavchikov, V.V. Lazarev, G.W. Leibniz, D.I. Meyer, V.S. Nersesyants, I.B. Novitsky, V.A. Oigenzicht, K.P. Pobedonostsev, I.A. Pokrovsky, R.O. Khalphina, K. Zweigert, P.P. Tsitovich, G.F. Shershenevich, and V.F. Yakovlev.

The research also incorporates original works by foreign scholars, including A. Adlercreutz, P. Alces, M. Anderson, A.H. Angelo, R. Austen-Baker, H. Beale, R. Bollenberger, P. Bydlinski, M. Clarke, G. Danneman, H. Dedek, J. Devenney, E.P. Ellinger, C. François, Ch. Goetz, L. Gorton, H.C. Grigoleit, M. Hedwall, W. Henckel, W. Hoffman, R. Hooley, E. Hondius, A. Johnston, L. Kalevitch, R. Kerridge, H. Kotz, H. Koziol, A. Kramer, J. Lander, O. Lando, K. Lewison, B. Libet, B. Markesinis, J. McCaughran, V. Mikelenas, L. Mlodinow, M. Owen, D.H. Parry, E. Peden, E. Peel, Ch. Peters, A. Robertson, R. Schulze, R. Scott, S. Smith, J. Smits, J. Steyn, R. Stone, H. Strohbach, H. Unberath, A. Vey, V. Warner, D.M. Wegner, and H. Wenusch.

The methodological basis of the dissertation research is determined by its object and subject and includes general scientific and specialized methods.

The study employed formal-logical methods such as induction and deduction, analysis and synthesis, comparison and analogy, and generalization, which facilitated the development of conclusions submitted for defense.

Retrospective and historical-legal analysis of specific provisions of Russian and foreign civil legislation concerning contract formation, as well as scientific

perspectives on the studied issues, allowed the legal nature of contractual terms to be identified.

Using the systemic research method, the hypothesis regarding the potential retrospective identification of the hypothetical will of a party to a contractual legal relationship, in the absence of an explicitly expressed declaration of intent, was formulated and substantiated with a sufficient degree of reliability.

Definitions proposed by the author, including those concerning various types of contractual gaps, were formulated using the method of technical-legal analysis. The comparative-legal method enabled a comprehensive study and comparison of existing methods of supplementation in common law countries and continental European states, highlighting their features and possibilities for incorporation into current Russian civil law. Judicial practice concerning the supplementation of contractual gaps was analyzed using methods of generalization and systematization.

In addition to these methods, the research utilized logical-legal methods and methods of grammatical and systematic interpretation of legal norms.

The legislative and informational basis of the dissertation research includes legislative acts of Russia and foreign states on civil law in general, and on the regulation of contractual and obligatory legal relationships in particular.

In the national legal framework, primary attention was given to the Constitution of the Russian Federation, civil law acts, particularly the Civil Code of the Russian Federation, and other federal laws and normative legal acts of the Russian Federation.

In the legislation of the United Kingdom, the study examined the Sale of Goods Act (SGA) 1979, 1983, the Supply of Goods and Services Act (SGSA) 1982, the Marine Insurance Act 1906, the Consumer Rights Act (CRA) 2015, and the Late Payment of Commercial Debts (Interest) Act 1998.

In the legislation of Hong Kong, issues related to implied terms were reflected in the Sale of Goods Ordinance (SOGO) Cap. 26 and the Supply of Services (Implied Terms) Ordinance Cap. 457.

In the Federal Republic of Germany, the regulation of contractual relationships is governed by the German Civil Code (BGB). In Austria, the General Civil Code of Austria (ABGB) is used, while in Sweden, the Sale of Goods Act (Köplag 1990:931) is most commonly applied. In France, the French Civil Code (Code civil) is relevant.

The study also addressed legislative acts of other countries, which are less frequently the subject of scientific inquiry in Russian doctrine: the Civil Code of the Slovak Republic (Občiansky Zákonník z 26.02.1964 no. 40/1964 Zb.), the Law of Obligations of the Republic of Estonia (Võlaõigusseadus jõustumine 01.07.2002), the Contracts Act of the Kingdom of Denmark (Aftalelov nr 193 af 02.03.2016), the Civil Code of the Republic of Hungary (Magyar Köztársaság Polgári Törvénykönyvéről 1959), the Civil Code of Portugal (Código Civil n.º 47344 de 25.11.1966), and the Civil Code of Spain (Código Civil de 24.07.1889).

In some of the aforementioned jurisdictions, historical legal sources were also studied.

Empirical Basis of the Dissertation Research. The empirical foundation of the research comprises materials from judicial practice, a significant portion of which is dedicated to resolving contractual disputes.

In terms of Russian judicial practice, the study considered rulings and decisions of the Constitutional Court of the Russian Federation, resolutions of the Plenary of the Supreme Court of the Russian Federation, and preserved resolutions of the Plenary of the Supreme Arbitration Court of the Russian Federation that provide interpretations of civil law norms. Practical conclusions were drawn based on materials from judicial and arbitration practice, including decisions of the Judicial Panel on Economic Disputes of the Supreme Court of the Russian Federation, resolutions of the Presidium of the Supreme Arbitration Court of the Russian Federation on specific cases, as well as judicial acts of district arbitration courts, and courts of first and appellate instances.

Special attention in the comparative-legal section of the research was devoted to analyzing judicial practices of foreign states—specifically England, Germany,

Sweden, and France—as well as jurisdictions such as Hong Kong, South Africa, and other countries.

The dissertation also examined and reflected on relevant provisions of soft law instruments and harmonization of legal regulations prepared by leading institutions addressing issues of contract regulation.

The entire process of collecting, processing, and analyzing information was conducted in compliance with the requirements of representativeness applicable to social research.

The scientific novelty of this research lies in the comprehensive understanding developed regarding the mechanism for identifying implied contract terms based on the hypothetical will of the parties.

Previous scholarly works on the identification of implied terms generally focused on a comparative-legal analysis of this mechanism across various jurisdictions. Moreover, only one previously defended dissertation partially addressed the issue of determining the role of supplementary interpretation of contracts in Russian law.

This dissertation substantiates the theoretical feasibility of determining the content of terms not explicitly stated in a contract and identifies the factors influencing the establishment of such terms through the identification of the parties' hypothetical will.

The study introduces a new approach to classifying contractual gaps based on criteria such as the existence of the parties' intent to regulate their relations in a particular manner (e.g., through dispositive norms) and the parties' awareness of the omission of a contractual term. Additionally, the research analyzes and systematizes the criteria for identifying the hypothetical will of the parties when formulating implied terms.

Provisions Submitted for Defense:

1. The dissertation concludes that a contractual term has a legal nature as a distinct declaration of intent reflecting the agreed will of the parties on specific matters related to the formation, performance, or termination of an obligation. It is

proposed to classify contractual terms based on their subjective significance to the parties at the time of agreement into the following types: 1) Subjectively essential term – a term of high importance to one of the contracting parties, the absence of which would lead them to refuse to enter into the contract; 2) Subjectively non-essential term – a term of low importance to one of the contracting parties, the absence of which would not affect their intention to conclude the contract. While the first group of terms is set out in the legislation as terms on which an agreement must be reached at the request of one of the parties (Article 432.1 of the Civil Code of the Russian Federation), the second group of terms has no legislative basis.

Provision No. 1 submitted for defense corresponds to points 7 and 8 of the Passport of the scientific specialty 5.1.3. Private law (Civil) Sciences.

2. It is substantiated that the incompleteness of civil-law contracts leads to the emergence of contractual gaps. Unlike a contractual term, which is the result of the parties' actions to express their will in the contract, a contractual gap arises from the parties' inaction in expressing their will within the contract. At the same time, based on the principle of reasonableness among participants in civil transactions, a presumption is identified that the contracting parties have the intent to regulate their relationships both in the case of a contractual term and in the case of a contractual gap.

It is concluded that a contractual gap represents the absence of a contractual term resulting from the parties' inaction in expressing their will in the contract.

Provision No. 2 submitted for defense corresponds to points 7 and 8 of the Passport of the scientific specialty 5.1.3. Private law (Civil) Sciences.

3. The author (as to identify potentially fillable contractual gaps) proposes classifying all contractual gaps into qualified contractual gaps (arising intentionally) and accidental contractual gaps (arising unintentionally), depending on the subjective perception of their occurrence.

Qualified contractual gaps are further divided into qualified regulated gaps (terms intentionally not regulated by the parties' agreement, but for which the parties intended to apply a dispositive norm of law or custom) and qualified unregulated

gaps (terms intentionally not regulated by the parties' agreement or other sources of regulation, and for which the parties did not intend to apply any source of regulation).

Accidental contractual gaps are divided into accidental initial gaps (terms unintentionally not regulated by the parties' agreement, but for which the parties might have had the intent to regulate due to certain circumstances existing at the time the contract was concluded); 2) accidental subsequent gaps (terms unintentionally not regulated by the parties' agreement, but for which the parties could not have had the intent to regulate due to the absence of certain circumstances at the time the contract was concluded).

The presumption of the existence of the will of the contracting parties to regulate their relationship, identified by the author, applies to all cases of contractual gaps, except for accidental subsequent gaps due to the absence of circumstances at the time of the conclusion of the contract that could have led to the emergence of the relevant will.

Provision No. 3 submitted for defense corresponds to points 7 and 8 of the Passport of the scientific specialty 5.1.3. Private law (Civil) Sciences.

4. The dissertation substantiates that, following the conclusion of a contract, it is fundamentally possible to determine the content of terms not explicitly expressed in the contract (i.e., the will of the parties).

It is argued that at the time of contract conclusion, if two alternative versions of a possible term exist, one of them will become preferable and will be selected as the contractual term based on a combination of internal and external factors. After the contract is concluded, in the event of a contractual gap, the preferable version of the possible term can be determined with a reasonable degree of certainty based on the same combination of internal and external factors that would have influenced its selection at the time of the contract’s conclusion. The preferable version of a potential contractual term in the context of a contractual gap is proposed to be regarded as the hypothetical will of the parties.

The above theoretical rationale can be extended both to the specific case of identifying implied conditions on the applicable law (article 1210, paragraph 2, of the Civil Code of the Russian Federation) and to any other cases of accidental initial gaps in the contract.

Provision No. 4 submitted for defense corresponds to points 7 and 8 of the Passport of the scientific specialty 5.1.3. Private law (Civil) Sciences.

5. To determine the hypothetical will of the parties, the author proposes evaluating the following factors: 1) Internal factors – circumstances directly related to the subjects of the specific legal relationship, including their organizational and legal form, financial and economic performance indicators, and commercial experience; the object of the relationship (the subject matter of the transaction); and its content (the set of corresponding rights and obligations); 2) External factors – circumstances not directly related to the structure of the specific legal relationship, such as socio-economic conditions, applicable legal regulations, geopolitical events, and similar considerations.

Provision No. 5 submitted for defense corresponds to points 7, 8 and 9 of the Passport of the scientific specialty 5.1.3. Private law (Civil) Sciences.

6. It is substantiated that the use of the concept of identifying implied contractual terms on the basis of hypothetical will of the parties is possible, firstly, due to the presence in Russian civil law of mechanisms allowing judicial discretion, and secondly, due to the presence in the legislation of the possibility of identifying implied terms on the applicable law (paragraph 2 of Article 1210 of the Civil Code of the Russian Federation) as a special case of application of the concept..

The author identifies criteria that Russian courts can use, in the absence of legal regulation for filling contractual gaps, to identify implied contract terms: 1) the connection of the implied term with explicitly expressed contractual terms; 2) the general purpose of the contract; 3) the necessity of proper care for the counterparty's interests; 4) the consequences of potentially agreeing on the implied term; 5) the reasonableness and sufficiency of the implied term for the proper performance of

the contract; 6) the obviousness of the implied term; 7) the necessity to maintain a balance of the parties' interests in the contract.

Provision No. 6 submitted for defense corresponds to points 8, 10 and 23 of the Passport of the scientific specialty 5.1.3. Private law (Civil) Sciences.

7. To prevent the risk of excessive judicial intervention in the autonomy of the parties' will, the author proposes several limitations when identifying implied contract terms:

– As implied contract terms, the court may identify only subjectively non-essential terms (e.g., auxiliary and organizational obligations);

– As implied contract terms, the court may supplement only accidental initial gaps that arose under specific circumstances, where the hypothetical will of the parties can be identified with a reasonable degree of certainty based on an assessment of those circumstances;

– The court must provide a two-step justification for the identified implied term, consisting of a rationale for the necessity of identifying the implied term and a rationale for its content;

– The court must assess the sufficiency of evidence that allows for a substantiated assumption regarding the content of the implied term at the time of the contract's conclusion.

Provision No. 7 submitted for defense corresponds to points 8, 10 and 23 of the Passport of the scientific specialty 5.1.3. Private law (Civil) Sciences.

The theoretical significance of the dissertation research lies in the comprehensive and in-depth study of the identification of implied contract terms as a method for regulating contractual relations based on the hypothetical will of the parties. The provisions proposed by the author can be used to develop a new approach in the doctrine of contract interpretation**.**.

The conclusions and proposals of the author can be further applied in the study of issues related to the law of obligations, including the doctrine of supplementary interpretation, in the educational process of teaching civil law at higher educational

institutions, as well as in the preparation of textbooks, practical guides, and other literature on civil law.

Practical Significance of the Dissertation Research. Based on the research results and the provisions submitted for defense, the following proposals have been formulated to establish a mechanism for identifying implied contract terms at the level of clarifications provided by the highest judicial authority:

«Under the second paragraph of Article 431 of the Civil Code of the Russian Federation, if the parties' agreement lacks a term necessary to define their rights and obligations, the court shall determine the term that the parties could have agreed upon if they had foreseen it at the time of contract conclusion, applying the level of reasonableness and prudence required of them in planning their behavior.

When determining the appropriate term, the court shall consider the general will of the parties, the agreed terms, the overall meaning and purpose of the contract, the established practice in the parties' relationships, as well as the circumstances existing at the time of the contract's conclusion.

A contract cannot be supplemented with a term that, with obvious certainty, could not have been agreed upon by the parties at the time of the contract's conclusion. The court's decision must specify the grounds on which the identified term is deemed to be a term of the concluded contract between the parties».

The validity and reliability of the scientific findings formulated in the dissertation research and submitted for defense are ensured by adherence to the established requirements of the methodology of theoretical legal research, the generalization of practical law enforcement experience, and the meticulous selection of empirical material.

The degree of reliability of the research results presented in the dissertation is determined by the study and analysis of civil law norms in Russian and foreign legislation that regulate the supplementation of contractual gaps, as well as by examining the law enforcement practices of Russian and foreign judicial authorities. The research also employs modern scientific methodology and fundamental concepts developed by domestic and international legal scholars.

Approval of the Dissertation Research Results. The dissertation was completed, discussed, and approved by the Department of Legal Support for Market Economy of the Higher School of Law, Institute of Public Administration and Civil Service, Russian Presidential Academy of National Economy and Public Administration (RANEPA).

Specific issues addressed in the dissertation were presented in reports at scientific and practical conferences, including: The II International Scientific and Practical Graduate Conference in memory of V.F. Yakovlev, "Interdisciplinary Approach in Legal Science: Economics. Law. Court" (December 2, 2022, RANEPA, Moscow); The I International Scientific Conference, "Science for Public Administration in Russia" (section: "Modern Trends in the Development of Private Law") (October 25, 2024, RANEPA, Moscow).

List of Author's Publications. The scientific results of the dissertation have been published by the author, including in academic journals listed and approved by the Academic Council of the Russian Presidential Academy of National Economy and Public Administration (RANEPA):

1. Bedrosov V.E. Development of Supplementary Interpretation in Russian Judicial Practice. // State Service. 2023. No. 4. P. 11–17. – DOI: 10.22394/2070-8378-2023-25-4-11-17 (0.81 author's sheet) (independently authored).

The provisions of the dissertation have been tested in articles by the author published in peer-reviewed academic journals included in the list of the Higher Attestation Commission under the Ministry of Education and Science of the Russian Federation:

2. Bedrosov V.E. Filling Contractual Gaps in Soft Law Instruments and Harmonization of Legal Regulation. // Monitoring of Law Enforcement. 2024. No. 2. P. 62–68. – DOI: 10.21681/2226-0692-2024-2-62-68 (0.81 author's sheet) (independently authored).

3. Bedrosov V.E. The Role of Legal Hermeneutics in Contract Interpretation and Gap Filling. // Monitoring of Law Enforcement. 2024. No. 3. P. 48–53. – DOI: 10.24682/2226-0692-2024-3-48-53 (0.69 author's sheet) (independently authored).

4. Bedrosov V.E., Zhernovnikova P.S. The Impact of the Form of Expression of Will on the Legally Binding Nature of an Agreement: A Review of Law Enforcement Practice. // Education and Law. 2023. No. 9. P. 343–350. – DOI: 10.24412/2076-1503-2023-9-343-350 (0.92 author's sheet) (shared authorship).

The structure of the dissertation research is determined by its aims and objectives and includes an introduction, three chapters consisting of nine sections, a conclusion, and a bibliography.