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COMPENSATORY WAYS TO PROTECT CIVIL RIGHTS IN RUSSIA

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Abstract. *The article is devoted to the analysis of the legal regulation of ways to protect civil rights aimed at loss compensation. The subject of the study are the usage peculiarities of such methods as recovery of losses, compensation for non-pecuniary damage and recovery of penalties. We attempted to conduct the analysis of the existing judicial practice concerning the above-specified questions. The generalization of the most frequently encountered issues in the resolution of such disputes is also given in this article. Summing up the results of the analysis we have drawn the conclusion that it is necessary to consolidate certain legal norms designed to establish a uniform approach.*

Keywords: *method of civil rights protection, recovery of damages, compensation for non-pecuniary damage, recovery of penalties.*

The Civil Code of the Russian Federation does not legally determine "compensation for losses" as the purpose of protecting a subjective civil right.

"Compensation" (from the Latin *Compensatio*) is "recompense"[1], which is supposed the following meaning "to recompense what has been lost". Obviously, compensation applies when there is no possibility of restoring what has been lost to its original form.

[1] [Electronic resource] // URL: https://ru.wikipedia.org/wiki/компенсация (date of access: 11.12.2021).

Conversely, "loss" is something lost (damage)[1].

In the legal literature, the term "compensation" itself is being viewed in different ways. As a rule, compensation is qualified as a measure of civil-law responsibility, since it is applied between legally equal subjects, at the request and in favor of the injured party, to protect the private property right of the victim, as well as its primary purpose of compensating the property losses of the copyright holder (compensatory, restorative function)[2].

Compensation is aimed at loss replacement to the empowered person, whose subjective civil right has been negatively affected. At the same time, compensated losses may be both proprietary and non-proprietary. Here we should note the long-standing discussion about the possibility of compensation for non-property losses of a legal entity[3]. We believe that there should be no obstacles in setting the designated purpose of protection depending on the subject applying a particular method of protection of civil rights, at least because of the presence of the principle of equality of subjects of civil legal relations. Nowadays, there are examples of judicial practice, which allow the possibility of compensation for non-material damage in favor of legal entities with reference to the practice of the European Court of Human Rights, the Constitutional Court of the Russian Federation, the Presidium of the Supreme Arbitration Court of the Russian Federation[4]. Any other approach would put legal entities, which have been subjected to damage to business reputation, in a situation of unreasonably limited protection of their legitimate interests, indirectly indicating the reduction of the real responsibility for relevant offenses.

Therefore, as it has been already noted, compensatory methods of protection of civil rights are aimed only at equivalent compensation for the violated (lost) right, if it is impossible to restore the right in its original (initial) form, which existed before the violation. Consequently, the distinctive feature of compensation of losses from other previously established goals of protection of civil rights will be the focus of the applied method to replace the loss that took place as a result of the negative impact on the subjective civil right.

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[1] [Electronic resource] // URL: https://ru.wikipedia.org/wiki/потеря (date of access: 11.12.2021).

[2] *Novoselova L. A.* Printsip spravedlivosti i mekhanizm kompensatsii kak sredstvo zashchity isklyuchitelnykh prav [The principle of justice and compensation mechanism as a means of protecting exclusive rights] // Vestnik grazhdanskogo prava [Herald of Civil Law]. — 2017. — No. 2. — Pp. 48–55.

[3] See, e.g.: *Khokhlov V. A.* Grazhdansko-pravovaya otvetstvennost za narushenie dogovora: dis. ... d-ra yurid. nauk. [Civil liability for breach of contract: dissertation of the Doctor of Juridical Sciences] — Samara. — 1998. Pp. 287–288.

[4] See, e.g.: Resolutions of the Arbitration Court of the Ural district from 25.09.2015 No. F09-6957/15 in case No. A07-1900/2015; 18AAC from 04.08.2014 No. 18AP-7319/2014; 5AC from 28.12.2015 in case No. A51-15888/2015 // ConsultantPlus information system.

A classic example of a compensatory method of protection referred to in Article 12 of the Civil Code of the Russian Federation is the ***recovery of damages.***

Reference to compensation (indemnification) of losses is found quite often in the Civil Code of the Russian Federation. Obviously, the legislator particularly emphasizes the legality of the application of such a method of protection of civil rights in certain situations, pointing to its universal character.

We believe that the legal essence of the category of "losses" is somehow interconnected with the potential ability of their compensation. From the analysis of the norms of the codified act of civil legislation — the Civil Code of the Russian Federation, which operates with the term "damages", carried out within this study, we can conclude about the dual meaning of this category, perceived both as a consequence of the offense, and as an object of sanction in the form of "compensation for damages" (Article 393 of the Civil Code of the Russian Federation). Thus, operating with the terms "losses" and "damages", the Civil Code of the Russian Federation determines it either the corresponding right of the creditor (to demand their compensation), or the corresponding obligation of the debtor (to compensate them). Consequently, the fulfilled analysis allows us to conclude about the conceptual view of the domestic legislator on losses as a measure of civil-law responsibility for non-performance or performance of an obligation while causing damage[1].

Losses, which are subject to compensation in case of breach of contract, in continental law can be conditionally divided into two kinds: compensatory losses, i.e., losses caused by non-fulfillment of an obligation in general, and moratorium losses, i.e., caused by delay in fulfillment of an obligation on the part of a debtor[2].

The difference between them is that moratorium losses can be recovered together with the claim for performance of the obligation in kind, while the recovery of compensatory losses implies that the claim for performance of a contractual obligation is not presented.

Compensatory damages are a measure of civil liability, "the essence of which is to provide the injured party with a liquid equivalent as sufficient and lawful compensation"[3].

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[1] See: *Pinding A. Ya.* Vozmeshchenie ubytkov, prichinennykh promyshlennym predpriyatiyam neispolneniem dogovornykh obyazatelstv: avtoref. dis. … kand. yurid. nauk. [Compensation for losses caused to industrial enterprises by non-fulfillment of contractual obligations: autoreferat of dissertation of the Candidate of Legal Sciences.] — M. — 1968. P. 25; *Vaskin V. V.* Vozmeshchenie ubytkov v grazhdansko-pravovykh obyazatelstvakh: avtoref. dis. … kand. yurid. nauk. [Compensation of losses in civil law obligations: autoreferat of the dissertation of Candidate of Legal Sciences.] — Saratov. — 1971. P. 218; *Krol M. S.* Vozmeshchenie ubytkov v kapitalnom stroitelstve [Compensation for losses in capital construction]. — Donetsk. — 1972. P. 205.

[2] *Volkov A. V.* Vozmeshchenie ubytkov po grazhdanskomu pravu Rossii: dis. … kand. yurid. nauk. [Compensation of losses under the Civil Law of Russia: dissertation of the Candidate of Legal Sciences] — Volgograd. — 2000. P. 52.

[3] *Volkov A. V.* op. cit. P. 63.

The legal provisions on damages are aimed at ensuring the restoration of the property sphere of the victim by awarding monetary compensation, as a general rule, both in terms of the lost and the foregone income[1].

The existing legal definition of compensation for damages, contained in Article 15 of the Civil Code of the Russian Federation, allows qualifying "losses" as negative property consequences arising for a person as a result of violation of non-property or property rights. Implementation of such a method of protection as compensation for damages is possible only in the presence of certain conditions of civil-law responsibility[2].

The traditional set of necessary elements for the implementation of such a measure of civil-law responsibility as compensation for damages is a complex of the following conditions: the presence of illegal conduct of the damages offender, the presence of the losses themselves with the authorized person, as well as the causal link between the illegal conduct and the resulting losses[3].

Meanwhile, the exact amount of damage is not an essential factor. According to the legal position formulated in Paragraph 4 of the Resolution of the Plenum of the Supreme Court of the Russian Federation of 24.03.2016 No. 7 "On application by the courts of certain provisions of the Civil Code of the Russian Federation on liability for breach of obligations"[4], from the provisions of Paragraph 5 of Article 393 of the Civil Code of the Russian Federation, it follows that the court cannot refuse to satisfy the creditor's claim for loss compensation caused by non-performance or improper performance of an obligation, only on the grounds that the amount of losses cannot be established with a reasonable degree of reliability. In this case, the amount of damages to be compensated, including lost profits, shall be determined by the court taking into account all the circumstances of the case, based on the principles of justice and proportionality of responsibility to the breach of obligation.

Thus, the causal link, which can be proved by an authorized person with a reasonable degree of certainty, is a certain *conditionally essential factor*. This legal position follows from the Ruling of the Judicial Board for Economic Disputes of the Supreme Court of the Russian Federation of 29.01.2020 No. 305-ES19-19395

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[1] *Lomidze O. G., Lomidze E. Yu.* Obyazatelstvo iz neosnovatelnogo obogashcheniya pri nedostizhenii storonoy dogovora svoey tseli [Obligation from unjust enrichment when a party to a contract fails to achieve its objective] // Vestnik VAS RF [Herald of the Supreme Arbitration Court of the Russian Federation]. — 2006. — No. 7. — Pp. 24–35.

[2] Resolution of the Volga-Vyatka District Court of 08.06.2020 in case No. A43-13968/2019 // ConsultantPlus Information System.

[3] A similar legal approach is formulated in Paragraph 12 of the Resolution of the Plenum of the Supreme Court of the Russian Federation of 23.06.2015 No. 25 "On the application by the courts of certain provisions of Section I of Part I of the Civil Code of the Russian Federation".

[4] Bulletin of the Supreme Court of the Russian Federation. — 2016. — No. 5.

in case No. A40-98757/2018, as well as from Paragraph 5 of the Resolution of the Plenum of the Supreme Court "On the application by courts of certain provisions of the Russian Federation Civil Code on liability for violation of obligations".

The foregoing allows us to conclude that there is a causal link between illegal conduct and damages when the resulting losses are likely to have arisen precisely because of the offense declared by the injured person. In case of absence of any other reasons that may have led to such losses.

Further, terminologically, "damages" are qualified differently both in the law and in the scientific literature. It is generally accepted to use the terms "damages", "expenses", "losses", which are identical in their meaning, in the sense that the compensation of such implies the amount of awarded in order to level out the property result of the offense.

At the same time, the definition of "losses" is broader than only "expenses" or "damages". The concept of losses covers not only the real (already accomplished) losses, but also the costs that the victim will have to incur in the future in order to restore the original state of a subjective civil right. The above analyzed points gave rise to a discussion about the appropriateness of enshrining compensation for damages as a separate method of protecting civil rights, the possibility of abandoning this method by replacing it with other compensatory measures (for example, the recovery of penalties).

As an example, V.A. Khokhlov pointed out that the expenses to be incurred by an injured party do not necessarily have to be aimed solely at restoring a violated right. As an example, he cited the following situation: in order to fulfill a supply contract, the buyer incurred expenses on paying rent for a warehouse to place the goods, which should have been delivered by the supplier, but were not delivered finally. Obviously, such expenses cannot be qualified as those aimed at restoration of the violated right, however, in connection with the existing violation should be reimbursed[1].

Regarding the types of damage, it is necessary to note the following.

Legal regulation of the considered method of protection of civil rights allows concluding about two types of damages to be compensated: real damage (incurred or necessary expenses to restore the violated right, loss, or damage to the property of the victim) and loss of profit (unreceived income, which the victim would have received in the absence of the offense) (Paragraph 2 of Article 15 of the Civil Code).

As it has been already noted, domestic legislation has no provisions allowing qualifying other types of possible losses. In its turn, the legal norms of foreign countries keep other options of losses.

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[1] *Khokhlov V. A.* Grazhdansko-pravovaya otvetstvennost za narushenie dogovora: dis. ... d-ra yurid. nauk. [Civil liability for breach of contract: dissertation of the Doctor of Juridical Sciences] — Samara. — 1998. — 349 p.

For example, pre-priced damages under English law (the amount of damages to be compensated to the injured party when the other party commits an offense, initially agreed upon by the parties to a civil legal relationship). In the doctrine of the Soviet period, similar losses were called "normative", i.e., losses that can be initially controlled or predicted by fixing in the contract.

Subsequently, scientists developed the concept of contingent losses, which were also defined in the contract in the form of certain fixed amounts to be compensated, or in the form of the rate (value) of damage depending on the amount of non-performance and the terms of violation of contractual obligations[1]. At the same time, this kind of losses has never been legally fixed neither in the Soviet nor in the Russian law.

The next type of loss, also not known to Russian civil law, is symbolic losses. As it has already been noted, the possibility of collecting such losses is enshrined in English and American law. In particular, in the USA, in the actual absence of losses, a symbolic amount of 1 cent can be awarded to the victim. It is obvious that such judicial act is designed to state (fix) the wrongful behavior itself. Similar examples are known to the law-enforcer of England, which allows the possibility of collecting the so-called contemptible (negligible) losses from the defendant[2].

Again, we emphasize that the above-mentioned examples of the application of the considered method of protection the civil rights in other countries, especially taking into account the actual reception of certain variations by the Russian court, indicate the overdue need for legislative consolidation of these possible types of compensatory methods. It is believed that this approach will most fully ensure the achievement of the objectives of civil rights protection with all the variety of possible negative impacts.

The next way to protect civil rights aimed at compensating losses and enshrined in Article 12 of the Civil Code of the Russian Federation is the ***material loss collection.***

The compensatory nature of this method of protection of civil rights has been repeatedly noted in court practice. The existing approach to the understanding of forfeit is quite well-established[3]. Obviously, the compensatory property of a penalty

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[1] *Ioffe O.S.* Plan i organizatsiya dogovornykh svyazey v sotsialisticheskom narodnom khozyaystve [Plan and organization of contractual relations in the socialist national economy] // Uchenye zapiski [Scientific Notes]. — Vyp. 10. — M.: VNIISZ. — 1967. P. 52; *Godes A.B.* Voprosy materialnoy otvetstvennosti gosudarstvennykh predpriyatiy i organizatsiy v usloviyakh novoy sistemy planirovaniya i ekonomicheskogo stimulirovaniya [The issues of material responsibility of state enterprises and organizations under the new system of planning and economic incentives] // Voprosy Grazhdanskogo prava i protsessa [Issues of Civil Law and Procedure]. — L.: Izd-vo LGU. — 1969. P. 21.

[2] *Dzhenks E.* Angliyskoe pravo [The English law] / per. L.A. Luntsa. — M.: Gosyurizdat. — 1947. P. 198.

[3] See, e.g.: Decisions of the Supreme Court of the Russian Federation of 18.10.2021 No. 305-ES21-18693, of 19.05.2021 No. 307-ES21-5800 // ConsultantPlus Information System.

is due to the requirements of the law on its proportionality to the consequences of the violation (non-performance or improper performance) of obligations.

According to the legal position reflected in the Decree of the Presidium of the Russian Federation of 14.02.2012 No. 12035/11, the compensatory nature of civil liability in the form of forfeit involves the payment of such compensation to the victim of the losses, which would be adequate and commensurate with the violated interest[1]. At the same time, there is a different approach, including in the highest courts. Thus, defining the legal nature of the penalty in the field of consumer protection legislation, the Supreme Court of the Russian Federation pointed to the exclusively punitive nature of such a sanction, which does not pursue the goal of compensating the losses of the consumer[2].

Such contradictory judgments additionally determine the need for a more detailed study of the considered method of protection.

The following statement has become an axiom in jurisprudence — the penalty performs simultaneously the function of a way to protect civil rights, being present in Article 12 of the Civil Code of the Russian Federation; and the function of a way to ensure the performance of obligations, including through the norms of Articles 329–330 of the Civil Code of the Russian Federation. It should be noted that the civility theory of forfeit, which includes doctrinal understanding of its legal character, classifications of its types, grounds for application, etc., is at a decent scientific level, as evidenced by numerous scientific essays on this subject[3].

The Civil Code of the Russian Federation regulates two types of forfeit: fine and penalty. At the same time, the law does not establish any differences between one type and the other one, what is actually pointing to their identity. Respectively, the qualification of fine and penalty can be identified only in the scientific literature.

It is considered that the penalty as a fine is an amount of money determined by law or contract which the debtor must pay to the creditor for non-performance or improper performance of the obligation in the predetermined amount or as

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[1] Herald of the Supreme Arbitration Court of the Russian Federation. — 2012. — No. 6.

[2] Paragraph 7 of the Review of the practice of consideration by the courts of cases related to the application of Chapter 23 of the Tax Code of the Russian Federation, approved by the Presidium of the Supreme Court of the Russian Federation 21.10.2015 // ConsultantPlus Information System.

[3] *Artemenko M. S.* Rol neustoyki v obespechenii ispolneniya planovo-dogovornykh obyazatelstv v novykh usloviyakh khozyaystvovaniya: avtoref. dis. … kand. yurid. nauk. [The role of forfeit in ensuring the fulfillment of planned-contractual obligations in the new conditions of economic management: autoreferat of the dissertation of Candidate of Legal Sciences] — M. — 1986. — 32 p.; *Bykov A. G.* Rol grazhdansko-pravovykh sanktsiy v osushchestvlenii khozyaystvennogo rascheta: avtoref. dis. … kand. yurid. nauk. [The role of civil law sanctions in the implementation of economic settlement: autoreferat of dissertation of the Candidate of Legal Sciences] — M. — 1967. — 25 p.; *Travkin A. A.* Neustoyka v sovetskom prave: avtoref. dis. … kand. yurid. nauk. [The forfeit in the Soviet Law: autoreferat of dissertation of the Candidate of Legal Sciences] — M. — 1968. 35 p.

a percentage of the value of the object of performance[1]. At the same time, the penalty is a lump sum payment [2].

Forfeit is traditionally defined as an amount of money that the debtor is obliged to pay the creditor as a percentage of the amount of overdue payment (unfulfilled obligation); such amount is calculated continuously on an accrual basis[3].

At the same time, there is practically no difference between a forfeit-fee, forfeit-penalty and a simple forfeit without indication of its variety. Theoretically, differences can be identified in the classification of forfeit because of its correlation with damages. Therefore, based on Article 394 of the Civil Code of the Russian Federation, the civil law doctrine distinguishes four kinds of penalties: offsetting; exclusive; punitive; alternative[4].

Another classification of types of forfeit is based on the criterion of presence (absence) of contractual nature (contractual or legal forfeit). A contractual penalty is necessarily fixed by the parties to the agreement in writing by virtue of the imperative requirements of Article 331 of the Civil Code (failure to comply with the written form invalidates the agreement)[5], in contrast to the legal penalty regulated respectively only by the law.

Therefore, the considered method of protection of civil rights, obviously, should be attributed to compensatory methods of protection. Contrary to the existing opinion, the above-mentioned method has no punitive (or retributive) purpose[6]. It seems that the definition of punishment as the purpose of protection of civil rights is unacceptable, since the very punishment (retribution) is inherent in

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[1] Sovetskoe grazhdanskoe pravo: uchebnik [Soviet Civil Law: Textbook]. T. 1 / pod red. O. A. Krasavchikova. — M. — 1985. P. 487.

[2] Grazhdanskoe pravo [Civil Law] T. 1 / pod red. A. P. Sergeeva, Yu. K. Tolstogo. — M. — 2001. P. 569.

[3] *Kostyuk V.* Obespechenie ispolneniya obyazatelstv [Ensuring performance of obligations] // Khozyaystvo i pravo [Economy and Law]. — 2003. — No. 3. (Prilozhenie).

[4] *Kazantsev V. I.* Grazhdansko-pravovye sposoby obespecheniya ispolneniya obyazatelstv [Civil law methods of securing obligations] // Zakony Rossii: opyt, analiz, praktika [Russian laws: experience, analysis, practice]. — 2006. — No. 12. — Pp. 63–77.

[5] A similar approach is reflected in the doctrine, see: Kommentariy k Grazhdanskomu kodeksu RSFSR [The Commentary to the Civil Code of the Russian Soviet Federative Socialist Republic] / Otv. red. S. N. Bratus, O. N. Sadikov. — M.: Yuridicheskaya literature. — 1982. P. 233.

[6] The position on the penal (punitive) nature of the penalty is quite often found in the scientific literature. See, e.g.: *Eliseev N. G.* Mnogokratnye ubytki za narushenie antimonopolnogo zakonodatelstva: perspektivy poyavleniya v rossiyskom prave [Multiple damages for violation of antitrust law: prospects for appearance in Russian law] // Vestnik VAS RF [Herald of the Supreme Arbitration Court]. — 2013. — No. 8. — Pp. 4–15; Kommentariy k Grazhdanskomu kodeksu Rossiyskoy Federatsii, chasti pervoy (postateynyy) [Commentary to the Civil Code of the Russian Federation, Part One (article-by-article)] / pod red. T. E. Abovoy, A. Yu. Kabalkina. M., 2004. 926 p.; *Kazantsev, V. I.* op. cit; *Vasin V. N., Kazantsev V. I.* K voprosu o pravovoy prirode shtrafa [On the question of the legal character of the fine] // Rossiyskiy sudya [Russian judge]. — 2006. — No. 1. — Pp. 29–34.

criminal or administrative law, but not in civil law, among the basic principles of which is to ensure the equivalence of exchanged material goods[1]. This means that general orientation of any method of protection of civil rights, firstly, to ensure the observance (restoration) of balance of rights and legitimate interests of participants of civil legal relations. Consequently, the considered way of protection (recovery of forfeit) is intended for equivalent compensation of losses due to the negative impact on the subjective civil right, but not to punish the person who has violated a civil-law obligation.

The next method of protection from those listed in Article 12 of the Civil Code, which has the same purpose that is ***compensation for non-pecuniary damage.*** Such a way of protection, based on the legal regulation, claims to be independent, distinct from other ways, including those enshrined in this article of the Code.

At the same time, some scientists qualify this method of protection as a derivative, applied only together with other means of protection, for example, recovery of damages[2].

Significantly, the law operates with the term "compensation" in relation to non-pecuniary damage. In other cases of damage, the term "recovery" appears[3]. Obviously, the above-mentioned information further substantiates the compensatory purpose of the method of protection in question.

Compensation for non-pecuniary damage is interpreted as a measure provided for by the norms of substantive law, which has as its purpose the restoration of benefits and rights of a personal (non-property) character[4].

Studying the provisions of Article 150 of the Civil Code of the Russian Federation we can conclude that under non-pecuniary benefits the legislator defines intangible goods, violation of which, in turn, entails the infliction of non-pecuniary damage.

In contrast to compensation for damages, compensation for moral damage is aimed at compensating losses of non-property nature (despite the same form of compensation in the form of a monetary equivalent). More than that, compensation for moral damage is allowed irrespective of compensation for property damage (Paragraph 3 of Article 1099 of the Civil Code of the Russian Federation).

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[1] Resolution of the Arbitration Court of the Ural District of 15.07.2016 No. F09-7482/16 // ConsultantPlus information system.

[2] *Monastyrskiy Yu. E.* Ubytki i nematerialnyy vred [Losses and non-pecuniary damages] // Vestnik grazhdanskogo prava [Herald of Civil Law]. — 2019. — No. 2. — Pp. 113–132.

[3] *Koloteva V. G.* Primenenie zakonodatelstva o kompensatsii moralnogo vreda v rossiyskoy sudebnoy praktike. Problemy opredeleniya razmera kompensatsii moralnogo vreda [Application of the law on compensation for moral damage in Russian judicial practice. Problems of determining the amount of compensation for moral damage] // Pravo i politika [Law and Politics]. — 2007. — No. 8. — Pp. 82–91.

[4] *Gushchin D. I.* Yuridicheskaya otvetstvennost za moralnyy vred [Legal liability for moral damages]. — SPb. — 2002. P. 122.

Therefore, it should be concluded that compensatory methods of protection of civil rights are aimed exclusively at the equivalent compensation for harm caused to the entitled person as a result of the negative impact on the subjective civil right. Such methods of protection of a violated (lost) right are applied if it is impossible to restore the right in its original (initial) form, which existed before the negative impact.

However, contrary to the existing opinion, punishment (retribution)) cannot be the purpose of protecting civil rights in the application of compensatory methods, because another approach does not correspond to such a principle of civil law as ensuring the equivalence of exchanged material goods, rather than punishing the person who has had a negative impact on a subjective civil right.

Compensatory methods of protection of civil rights should include the recovery of losses, penalties, compensation for moral damage, etc.

References

Artemenko M. S. Rol neustoyki v obespechenii ispolneniya planovo-dogovornykh obyazatelstv v novykh usloviyakh khozyaystvovaniya: avtoref. dis. … kand. yurid. nauk. [The role of forfeit in ensuring the fulfillment of planned-contractual obligations in the new conditions of economic management: autoreferat of the dissertation of Candidate of Legal Sciences] — M. — 1986. — 32 p. (In Russian)

Bykov A. G. Rol grazhdansko-pravovykh sanktsiy v osushchestvlenii khozyaystvennogo rascheta: avtoref. dis. … kand. yurid. nauk. [The role of civil law sanctions in the implementation of economic settlement: autoreferat of dissertation of the Candidate of Legal Sciences] — M. — 1967. — 25 p. (In Russian)

Dzhenks E. Angliyskoe pravo [The English law] / per. L. A. Luntsa. — M.: Gosyurizdat. — 1947. — 489 p. (In Russian)

Eliseev N. G. Mnogokratnye ubytki za narushenie antimonopolnogo zakonodatelstva: perspektivy poyavleniya v rossiyskom prave [Multiple damages for violation of antitrust law: prospects for appearance in Russian law] // Vestnik VAS RF [Herald of the Supreme Arbitration Court]. — 2013. — No. 8. — Pp. 4–15. (In Russian)

Godes A. B. Voprosy materialnoy otvetstvennosti gosudarstvennykh predpriyatiy i organizatsiy v usloviyakh novoy sistemy planirovaniya i ekonomicheskogo stimulirovaniya [The issues of material responsibility of state enterprises and organizations under the new system of planning and economic incentives] // Voprosy Grazhdanskogo prava i protsessa [Issues of Civil Law and Procedure]. — L.: Izd-vo LGU. — 1969. — Pp. 112–116. (In Russian)

Grazhdanskoe pravo [Civil Law] T. 1 / pod red. A. P. Sergeeva, Yu. K. Tolstogo. — M. — 2001. — 848 p. (In Russian)

Gushchin D. I. Yuridicheskaya otvetstvennost za moralnyy vred [Legal liability for moral damages]. — SPb. — 2002. — 166 p. (In Russian)

Ioffe O. S. Plan i organizatsiya dogovornykh svyazey v sotsialisticheskom narodnom khozyaystve [Plan and organization of contractual relations in the socialist national economy] // Uchenye zapiski [Scientific Notes]. — Vyp. 10. — M.: VNIISZ. — 1967. — Pp. 3–177. (In Russian)

Kazantsev V. I. Grazhdansko-pravovye sposoby obespecheniya ispolneniya obyazatelstv [Civil law methods of securing obligations] // Zakony Rossii: opyt, analiz, praktika [Russian laws: experience, analysis, practice]. — 2006. — No. 12. — Pp. 63–77. (In Russian)

Khokhlov V. A. Grazhdansko-pravovaya otvetstvennost za narushenie dogovora: dis. ... d-ra yurid. nauk. [Civil liability for breach of contract: dissertation of the Doctor of Juridical Sciences] — Samara. — 1998. — 349 p. (In Russian)

Khokhlov V. A. Obshchie polozheniya ob obyazatelstvakh: Uchebnoe posobie [The general provisions on obligations: Textbook]. — M.: Statut. — 2015. — Pp. 287–288. (In Russian)

Koloteva V. G. Primenenie zakonodatelstva o kompensatsii moralnogo vreda v rossiyskoy sudebnoy praktike. Problemy opredeleniya razmera kompensatsii moralnogo vreda [Application of the law on compensation for moral damage in Russian judicial practice. Problems of determining the amount of compensation for moral damage] // Pravo i politika [Law and Politics]. — 2007. — No. 8. — Pp. 82–91. (In Russian)

Kommentariy k Grazhdanskomu kodeksu RSFSR [The Commentary to the Civil Code of the Russian Soviet Federative Socialist Republic] / Otv. red. S. N. Bratus, O. N. Sadikov. — M.: Yuridicheskaya literature. — 1982. — 680 p. (In Russian)

Kommentariy k Grazhdanskomu kodeksu Rossiyskoy Federatsii, chasti pervoy (postateynyy) [Commentary to the Civil Code of the Russian Federation, Part One (article-by-article)] / pod red. T. E. Abovoy, A. Yu. Kabalkina. M., 2004. 926 p. (In Russian)

Kostyuk V. Obespechenie ispolneniya obyazatelstv [Ensuring performance of obligations] // Khozyaystvo i pravo [Economy and Law]. — 2003. — No. 3. (Prilozhenie). (In Russian)

Krol M. S. Vozmeshchenie ubytkov v kapitalnom stroitelstve [Compensation for losses in capital construction]. — Donetsk. — 1972. — 205 p. (In Russian)

Lomidze O. G., Lomidze E. Yu. Obyazatelstvo iz neosnovatelnogo obogashcheniya pri nedostizhenii storonoy dogovora svoey tseli [Obligation from unjust enrichment when a party to a contract fails to achieve its objective] // Vestnik VAS RF [Herald of the Supreme Arbitration Court of the Russian Federation]. — 2006. — No. 7. — Pp. 24–35. (In Russian)

Monastyrskiy Yu. E. Ubytki i nematerialnyy vred [Losses and non-pecuniary damages] // Vestnik grazhdanskogo prava [Herald of Civil Law]. — 2019. — No. 2. — Pp. 113–132. (In Russian)

Novoselova L. A. Printsip spravedlivosti i mekhanizm kompensatsii kak sredstvo zashchity isklyuchitelnykh prav [The principle of justice and compensation mechanism as a means of protecting exclusive rights] // Vestnik grazhdanskogo prava [Herald of Civil Law]. — 2017. — No. 2. — Pp. 48–55. (In Russian)

Pinding A. Ya. Vozmeshchenie ubytkov, prichinennykh promyshlennym predpriyatiyam neispolneniem dogovornykh obyazatelstv: avtoref. dis. … kand. yurid. nauk. [Compensation for losses caused to industrial enterprises by non-fulfillment of contractual obligations: autoreferat of dissertation of the Candidate of Legal Sciences.] — M. — 1968. — 18 p. (In Russian)

Sovetskoe grazhdanskoe pravo: uchebnik [Soviet Civil Law: Textbook]. T. 1 / pod red. O. A. Krasavchikova. — M. — 1985. — 544 p. (In Russian)

Travkin A. A. Neustoyka v sovetskom prave: avtoref. dis. … kand. yurid. nauk. [The forfeit in the Soviet Law: autoreferat of dissertation of the Candidate of Legal Sciences] — M. — 1968. 35 p. (In Russian)

Vasin V. N., Kazantsev V. I. K voprosu o pravovoy prirode shtrafa [On the question of the legal character of the fine] // Rossiyskiy sudya [Russian judge]. — 2006. — No. 1. — Pp. 29–34. (In Russian)

Vaskin V. V. Vozmeshchenie ubytkov v grazhdansko-pravovykh obyazatelstvakh: avtoref. dis. … kand. yurid. nauk. [Compensation of losses in civil law obligations: autoreferat of the dissertation of Candidate of Legal Sciences.] — Saratov. — 1971. — 32 p. (In Russian)

Volkov A. V. Vozmeshchenie ubytkov po grazhdanskomu pravu Rossii: dis. … kand. yurid. nauk. [Compensation of losses under the Civil Law of Russia: dissertation of the Candidate of Legal Sciences] — Volgograd. — 2000. — 199 p. (In Russian)

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