

**THE ABSTRACT**  
**of the final qualifying work**  
**of the graduate student of St. Petersburg State University Sergei Karpushkin**  
**on the topic “Actual civil issues of Protecting the debtor's rights in Consumer**  
**credit”**  
**in the direction 40.06.01 "Jurisprudence"**  
**the main educational program MK.3028. "Jurisprudence"**  
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The final qualifying work is devoted to the topic of Protecting the debtor's rights in Consumer credit. This topic is extremely *relevant* due to the following: a) the steady growth trend in the number and volume of consumer loans, as well as the total number of debtors up to 46 million people; b) rapid development of the legal regulation of the consumer credit agreement; c) the priority of consumer protection in the activities of the Bank of Russia; d) an impressive volume of judicial practice.

The study conducted (1) a comparative analysis of the conditions on the moment of conclusion of the consumer credit agreement based on the study of the general conditions of all Russian banks, (2) a legal assessment of the condition on the moment of conclusion of the contract from the moment of granting the money. The author reviewed the current situation with the level of fulfillment by banks of their informational duties in terms of proper publication of the general terms of the consumer credit agreement on their official websites. The problem of remote conclusion of a consumer credit agreement by a third party without the consent of the client was investigated on the basis of current legislation, judicial practice and doctrinal approaches, as well as recommendations for solving this problem were given.

As a result of the conducted research the author came to the following *main conclusions*:

1. Banks determine the moment of conclusion of a consumer loan agreement by consensus (agreement on essential conditions) or by a real model (provision of funds). The model of the contract is formulated in the law imperatively and cannot

be changed by agreement of the parties, except in cases provided by the legislator. At the same time, the parties to the consumer loan agreement have the right to conclude it according to a consensual model, since this does not worsen the situation of the weak side (the debtor).

2. The construction of a real consumer credit agreement contradicts the purpose of protecting the weak side and does not correspond to the essence of the legal regulation of consumer credit. The provisions of the General Conditions on the conclusion of the contract from the moment the money is provided should be considered null and void. The provisions of the General Conditions defining the transfer of the money amount by the bank as an acceptance are also null and void, since the law does not assume an offer from the debtor.
3. The condition on the entry into force of the contract from the moment the money is provided cannot be interpreted as establishing the right to unilaterally refuse to perform the contract.
4. Banks often either violate or unfairly fulfill their duty to inform consumers about the terms of the consumer credit agreement. The absence of General Conditions on the official website of the bank is a significant violation of the rights of debtors, which the Bank of Russia should pay attention to. It is necessary to standardize the place and method of posting the General Conditions on the bank's website.
5. Posting the text of the General Terms and Conditions on the bank 's website as a separate document complies with the law and is most convenient for the debtor. It is advisable to standardize the type and structure of a document containing General Conditions.
6. The judicial practice has developed mainly not in favor of clients when considering disputes between borrowers and banks regarding the remote execution of a consumer credit agreement through the DBO system by a third party without the consent of the client. Such a credit agreement was recognized as concluded by the client, who is obliged to repay the body of the debt and interest.
7. The Supreme Court of the Russian Federation directs lower courts to protect the rights of clients, recognizing such contracts as null and void because there is no

basic element of the transaction – the will of the party. In addition, the highest court pays attention to compliance with the form and procedure for concluding such a contract, taking into account the requirements of special legislation.

8. In practice, an increased standard of conscientiousness of banks is naturally formed when concluding consumer credit agreements remotely via DBO. In particular, the court finds it unfair to conclude a consumer credit agreement and simultaneously execute an order to transfer credit funds to a third party. In such situations, the bank must take additional actions to verify the valid will of the client.
9. The risk of actions of third parties in the DBO system should be borne by the bank. The provisions of Article 183 of the Civil Code of the Russian Federation on the conclusion of a transaction by an unauthorized person shall be applied to these situations by analogy with the law. This means that the contract concluded in this way should be considered valid, but the party to it is not the client, but the third person who performed the actions in the DBO system.
10. It is proposed to establish a special legal mechanism for the participation of the client in the risk of losses from the actions of third parties in the DBO system, if the reproachful actions of the client contributed to the occurrence of losses of the bank. It is necessary to include in the law a special measure of the client's responsibility to the bank in these cases with the definition of the upper limit of such responsibility in order to increase the discipline of clients on the proper storage of banking information and devices for logging into the DBO system.

The study has a *high degree of novelty*, since the main part of the above conclusions is formulated for the first time in the scientific literature, and the rest are systematically adapted specifically in relation to the protection of the rights of the debtor in consumer credit. *The practical value* of the work lies in the possibility to use the conclusions formulated in it to improve the legislation on consumer credit and the formation of fair judicial practice in order to protect the rights of the debtor.

Some of the research results on this topic are reflected in the author's article "Loan between citizens secured by mortgage", published in the 11th issue of the scientific and practical journal "Notary Bulletin" for 2022, as well as the author's article

prepared for publication "On the issue of concluding a consumer credit agreement from the moment of providing funds (review of the conditions of Russian banks)" for the journal "The Law". Some results of the research are presented in the course of a report made by the author at the International Youth Legal Forum of the XI St. Petersburg International Legal Forum on May 10, 2023.