

Problems of Legal Qualification in Private International Law

Yury Alexandrovich Svirin¹; Alexandr Anatolievich Mokhov²; Elena Vladimirovna Fomenko³;
Eduard Eduardovich Artyukhov⁴; Sergej Nikolaevich Shestov⁵

¹All-Russian State University of Justice (RPA of the Ministry of Justice of Russia), Moscow, Russia.

¹Academy of Natural Sciences, Moscow, Russia.

¹Academy of Fundamental Sciences, Moscow, Russia.

²Kutafin Moscow State Law University (MSAL), Moscow, Russia.

²Center for Scientific Research, Moscow, Russia.

³All-Russian State University of Justice (RPA of the Ministry of Justice of Russia), Moscow, Russia.

⁴First Deputy of the Prosecutor of Saint Petersburg, Saint Petersburg, Russia.

⁵Academy of Labor and Social Relations, Moscow, Russia.

Abstract

When resolving cross-border disputes, courts inevitably face the need for legal qualification of the dispute. The complexity of the process of qualifying disputed legal relations is due to many reasons, such as the need to consider the content of foreign law, the presence in different jurisdictions of different mechanisms of the legal qualification of legal relations, as well as the level of development of private international law in a particular country. The features of various types of qualifications have been studied in this paper, taking into account the current trends in the development of private international law. Methods: The disclosure of the topic was carried out from the standpoint of general scientific methods (sociological, systemic, structural-functional, historical), the method of theoretical analysis, special scientific methods (comparative jurisprudence, technical and legal analysis, concretization, interpretation). The methodological basis of the study was the method of the theory of knowledge. The purpose of the study: To determine the essence of the legal qualification of private international relations, analyze the various stages of the legal qualification of cross-border relations in the Russian jurisdiction, identify their features, and formulate the rules of qualification that have applied significance based on the norms of positive law and the Russian doctrine. Results: The stages of the legal qualification of cross-border relations were identified, its essence was determined, and the signs of legal qualification for certain contractual obligations were revealed. The paper analyzes the current capabilities of the lex fori and lex causae qualification methods, as well as justifies the prospects and advantages of independent qualification methods.

Keywords: Legal Qualification, Cross-Border Relations, Conflict of Laws Rules.

1. Introduction:

The problem of legal qualification is not only of great theoretical, but also applied importance, and is one of the most complex problems in private international law. In the Russian doctrine, many opinions reveal the epistemological essence of this institution of private international law. Thus, V.N. Vlasenko defines legal qualification as an evaluation activity, the purpose of which is to identify (establish) the legal nature of the actual circumstances of the case following the current norms [1]. Such a definition of the essence of a legal qualification does not seem to reflect its specificity in private international law. In our view, a legal qualification in private international law is a legal assessment of all the factual circumstances of a case by reference to certain conflict of law rules. The legal qualification has its characteristics in the doctrine of private international law. This is due, according to G.K. Dmitrieva, to the fact that the qualification is associated with different states and, accordingly, is in the legal field of different states [2]. The diversification of approaches to the legal qualification of cross-border relations causes various heterogeneous legal positions of courts, which negatively affects the protection of the rights of participants in international transactions.

2. Methods:

In the course of the research, general scientific methods of cognition were used, including the principle of objectivity and consistency. Along with general scientific methods of cognition, special scientific methods were used: theoretical analysis, comparative law, technical and legal analysis, concretization, interpretation, and the historical method of cognition. The methodological basis of the study was the method of the theory of knowledge.

3. Results:

The need for legal qualification usually arises in connection with conflicts of law when assessing the actual circumstances. Therefore, the question of qualification in private international law is related to the choice of applicable law. I.V. Geltman-Pavlova points to three types of qualifications based on three types of collisions:

- conflicts concerning the scope of the conflict of laws rule;
- conflicts regarding the binding of the conflict of laws rule;

conflicts related to the fact that the same concepts formulated in the conflict of laws norms are understood in various ways in different countries [3].

Without denying the above concept in general, we note that the legal qualifications in private international law should be divided into primary and secondary. The primary qualification is required at the stage of choosing the law while the secondary qualification is implemented already in the process of applying the chosen law following the conflict of laws rules.

The deepest understanding of legal qualifications in private international law was formulated by F.L. Abdullaev, who also believes that the phenomenon of legal qualification in private international law is not limited to issues related to the definition of applicable law [4].

The primary legal qualification is carried out at the initial stage of determining the applicable law when the question of whether private international law applies to a particular contractual construction is resolved. According to V.A. Belova, in the resolution of cross-border disputes, legal secondary qualification takes place after the determination of the competent procedure, as well as for the recognition and enforcement of a foreign court decision [5]. Thus, the question of qualification becomes relevant even before the choice of the applicable law, which affects the choice of law, and after the chosen law, the relevance of the qualification remains in connection with the execution of court decisions.

When regulating cross-border contractual relations, complex qualification issues often arise when concluding unnamed contracts. As V.A. Kanashevskii notes: "... such a situation may arise when the same foreign economic agreement is limited by the legal system of the state in which the counterparty is located. For example, in various legal systems, leases are treated as conditional sales, renting, and a combination of sales and leases. Due to differences in national legal norms, certain types of contracts may only be included in the laws of one country (so-called contracts) and can be considered as mixed contracts (a special type of contract)" [6]. In such cases, the main terms of the contract are limited to the subject matter and terms of the contract, which the parties consider necessary. For example, the general consignment agreement in foreign trade under Russian law is one of them and the rules of the commission agreement usually apply to it.

The need for the qualification of contractual legal relations arises from the court quite often, even if it is a matter of ordinary delivery. When considering disputes, Russian courts should consider the transaction as an international commercial transaction or, in some cases, as a cross-border

transaction. The consequences of such qualification are fixed in Section 6 of Part 3 of the Civil Code of the Russian Federation.

Transactions related to conflict of laws are classified as cross-border transactions, and this changes the entire algorithm for qualifying disputed legal relations. The recognition of transactions as cross-border is an extremely important task for the court. In this case, the qualification algorithm is as follows: firstly, it should be determined whether it is possible to apply the rules of international treaties containing uniform substantive rules to such transactions; and then, after solving the first problem, determine the applicable law following the conflict of laws principle.

At first glance, the task of the Russian court to qualify cross-border transactions is not very difficult. However, Russian legislation does not contain any definitions or criteria for cross-border (international) trade. In some international treaties to which the Russian Federation is a party and which in this respect are an integral part of the Russian legal system, the term "commercial enterprise" is used rather poorly to qualify international commercial transactions. Also, the principles formulated by the Hague Conference on Private international law for the Choice of Law in International Trade Contracts contain an extremely broad interpretation of the term "international trade", and, as G.V. Petrova notes, such an implicit definition of international trade differs significantly from the analogous concept enshrined in the standard of the UN Vienna Convention on Contracts for the International Sale of Goods (1980) and other international agreements [7].

This situation leads to the fact that Russian courts face certain problems in the qualification of transactions, especially when their subjects are offshore companies, consequently, the norms of international treaties are ignored and more convenient options for the qualification of international commercial transactions are sought.

The problem of qualification in private international law is not limited to the choice of applicable law and is not reduced to a conflict of laws. As noted by S.I. Krupko, "The need for qualifications in the regulation of international commercial transactions, as well as in connection with the settlement of disputes arising from international commercial contracts, may arise at the following stages:

- first stage – preliminary qualification selection;
- the second stage – qualification in the choice of applicable law;
- the third stage – qualification in the application of the chosen legal system; it is associated with the possibility of re-qualification of legal relations;

- the fourth stage – qualification for recognition and enforcement of a foreign court decision [8].

The first two of the four stages are the main ones and are used by courts in each case.

Preliminary qualification precedes the qualification of the disputed legal relations in the case by the court. At this stage, the qualification problem shall be resolved to select the applicable law and for it to be selected. The court shall conclude that the disputed relationship is cross-border. In the doctrine, such a qualification is called a preliminary conflict of laws problem. By the way, the need for pre-qualification in Russia is enshrined in the Resolution of the Plenum of the Supreme Court of the Russian Federation No. 24 of July 9, 2019 "On the application of the norms of private international law by courts of the Russian Federation".

At this stage, the court does not determine the nature of the relationship and does not examine its main features. The court is faced with the task of concluding whether the disputed relationship is cross-border. The answer to this question determines the applicability of the rules of private international law to disputed relations. As G.V. Petrova rightly notes: "The door to private international law opens or closes before the law enforcement agency in connection with the qualification at the preliminary stage" [9].

At the second stage, when choosing the applicable law, there is a choice of jurisdiction, the conflict of laws rule, which applies to the regulation of disputed relations. The application of conflict of laws rules is related to the need to qualify factual circumstances to be able to judge to what extent a particular rule applies to them. The court is obliged to compare the actual circumstances with the content of the conflict of laws rule to determine the law applicable to the disputed relationship.

The international doctrine has developed three mechanisms for the qualification of conflict of laws rules, depending on which principle is the basis for determining the law applicable to the qualification in a particular country:

- 1) under the *lex fori*;
- 2) following the law applicable to the *lex causae*;
- 3) autonomous qualification.

In Russian legislation, the mechanisms for qualifying legal relations in determining the applicable law are enshrined in Article 1187 of the Civil Code of the Russian Federation, where the leading role is given to Russian law, which is a manifestation of the *lex fori*. However, as F.R. Abdullaev points out, it should be clarified that Article 1187 of the Civil Code of the Russian

Federation applies only to legal qualifications at the stage of choosing the right. In this context, the qualification problem is referred to as the "preliminary conflict problem" [10].

When analyzing all three qualifications, it can be stated that all of them are applicable today in the world practice with different frequency for the qualification of conflict legal cases.

When regulating contractual obligations at the stage of choosing the right, the court is faced with several issues that require its resolution.

Firstly, it should be determined whether the contested legal relationship is contractual or non-contractual. Also, the court determines the type of contractual or non-contractual obligations to choose the applicable law for them. At the stage of choosing the applicable law, implicit questions may arise related to different interpretations of the same terms contained in the conflict of laws rules of different countries. Also, at the stage of choosing law, qualification can become one of the tools that prevent the choice of the relevant law. This effect of legal qualifications in foreign literature is associated with the theory of so-called "remedies" or "manipulative coverings".

The choice of the applicable law concerning international trade precedes its qualification in the application of the chosen legal system. Even before the court begins to analyze the rules of conflict of laws with respect to obligations, it shall conclude that the relevant relations are cross-border and contractual, so the contract law applies to them. This is not always an easy task for Russian judges, as they do not have special training in the field of private international law.

In Russian national legislation and the doctrine, there is a clear and evident system of identifying features that allow the court to qualify contractual relations. However, this qualification causes difficulties for judges in cross-border transactions. In the law of the European Union, even though the Rome 1 and Rome 2 Regulations, as well as the Hague Principles of Choice of Law, apply to international commercial contracts, there is no uniform understanding of the law of the country when qualifying contractual and non-contractual obligations. This, according to F.R. Abdullaev, partly led to the formulation in paragraph 3 of Art. 1 Principles of exemptions from the scope of regulation of the "treaty statute" [11].

As for the qualification of non-contractual obligations, both in Russia and the European Union, there are no studies on the legal qualification of non-contractual cross-border obligations, which further creates difficulties for the law enforcement officer in qualifying.

To apply the conflict of laws rule and then choose the applicable law, it is necessary to qualify the content of the legal concepts, and then relate them to the actual circumstances of the dispute.

In various jurisdictions, a focused exclusion method is used to determine the nature of non-contractual obligations, according to which non-contractual obligations include those that are not contractual or arise outside of the contractual relationship between the parties. However, the exclusion method is only relevant in the initial qualification of a non-contractual cross-border obligation.

The interpretation of the concept of "non-contractual cross-border obligation", which varies from state to state, should, for qualification, be carried out autonomously as a concept covering obligations aimed at bringing to responsibility and not related to contractual obligations. According to G.V. Petrova: "... when distinguishing between contractual and non-contractual obligations, to determine the applicable law, the first question to be decided is whether the obligation in question is contractual or closely related to the contractual one. If there is a close relationship with the contract, the obligation is primarily qualified as contractual. Accordingly, when it is not possible to qualify an obligation as contractual, the obligation should be considered as non-contractual" [12].

A contractual obligation always arises based on the freely expressed and agreed will of the subjects of the obligation, and if such a will has not been agreed and expressed, then the obligation should be considered non-contractual.

Once the court determines that the disputed relationship can be qualified as a cross-border contractual one, the court will need to identify the essential conditions of such an obligation, determine the type of contract to choose the applicable law. This is especially true when the parties to the contract did not choose the applicable law by their own will and did not fix it in the contract.

For example, the parties entered into a cross-border distribution agreement and did not choose the applicable law to it. To resolve the dispute on the merits, the court shall qualify the actual contractual relationship that has been developed between the parties. The court, guided by its ideas about contractual structures, may, in the course of analyzing the content of the contract, come to the conclusion that the concluded contract is an agreement of sale and purchase (which will entail the choice of the *lex venditoris*) or qualify the contract as an agency, mixed contract, paid provision of services, commercial concession, which will entail the choice of the law, for example, the service provider. Thus, the qualification of contractual relations by the court will directly affect the result of the choice of law and, as a result, the result of resolving the dispute on the merits.

As V.A. Kanashevskii notes, if a distribution agreement is qualified as a mixed agreement in the event of a dispute between the parties, the court will apply to the relations of the parties under

such a distribution agreement in the relevant parts of the rules on contracts, the elements of which are contained in such an agreement, i.e. rules on the sale and purchase agreement, agency agreement, commission, franchising, etc. [13].

It should be more expedient to use it at the stage of choosing law, if such a choice is not made by the parties themselves, concerning a cross-border distribution agreement, the norms of paragraph 10 of Article 1211 of the Civil Code of the Russian Federation and, having qualified the distribution agreement as a *sui generis* agreement, establishing the law of the country with which this agreement is most closely connected.

The court, having at its disposal the conflict of laws rules and their corresponding links, shall first make a qualification of the factual circumstances, and then find a suitable conflict of laws rules.

Certain problems with qualification may arise in cases where the disputed relationship arose based on a complex contract that combines elements of several different contracts or an unnamed contract. In this case, the same contract may be subject to the norms of different legal orders, some of which regulate the work contract, others regulate the lease contract, the third regulate agreement of sale and purchase, etc.

Difficulties in the implementation of legal qualifications arise in the court for disputes arising from a cross-border leasing transaction. According to the general rule, the qualification of a contract, including cross-border leasing, is the process of comparing the legally significant features of the contract (cross-border leasing), fixed in the text of the contract, with the disposition of the legal norm for direct application to the cross-border leasing contract. During the preliminary qualification, an analysis of the disputed relationship is made to identify such legally significant features as contractual nature, cross-border nature, qualifying features of leasing. Then, at the initial qualification stage, it is necessary to compare the legally significant features of the relationship established in the cross-border leasing agreement and identified at the preliminary stage with the disposition of the norm to choose the applicable law by directly applying either the unified norms of international conventions to the contract or determining the competent legal order based on a conflict of laws rule. Thus, at the stage of secondary qualification, it is necessary to compare the legally significant features of the relationship established in the cross-border leasing agreement with the legal concepts of substantive norms of Russian or foreign law to apply the chosen law.

The importance of primary qualification is clearly shown when solving the problem of conflict of laws regulation of relations arising from a trust. The trust is not regulated by Russian law,

and its design is practically not paid attention to in the Russian doctrine, nevertheless, international private-legal relations with the participation of Russian subjects arise in law enforcement practice. Even though the trust is not regulated by Russian law, disputes related to cross-border trusts can be considered in Russian courts, which raises the question of choosing a competent legal order. When qualifying conflicts related to trust, Russian courts apply either conflict of laws rules on property rights, or rules governing relations of obligations. In other words, the judges, when determining the law applicable to the trust, choose a real or contractual statute, which gives rise to contradictory judicial practice. The solution to this question depends on the qualification of the actual circumstances and the relations between the parties to the trust that has arisen as real or binding.

The situation is complicated by the fact that the judge will not be able to use Russian law for qualification, as prescribed by paragraph 1 of Article 1187 of the Civil Code of the Russian Federation, i.e. apply *lex fori*, since the institution of trust is not known to Russian law. To resolve this gap, the Russian legislator provided for the provision of paragraph 2 of Article 1187 of the Civil Code of the Russian Federation, which allows applying foreign law in the qualification of legal relations. However, the above-mentioned rule of law does not specify the rules of which foreign law should be applied. Thus, the norms of the positive law of Russia do not fix the tool for choosing the foreign law to be applied, nor do they fix the criteria that the court can put as the basis for the search for such a right. According to V.A. Belova, the only help here can serve as paragraph 2 of Article 1186 of the Civil Code of the Russian Federation, which establishes the general subsidiary value of the institution of the closest connection, which can become at least some reference point in the desired situation [14].

The Russian doctrine notes that in the case of trust, it makes sense to apply an approach to conflict of laws issues that consider the substantive consequences for the case. Such an "outstripping" implies an appeal to the consequences of the primary qualification, i.e., taking into account its substantive consequences. When qualifying trust, the court should refer to the law of the country of the beneficiary, the founder, the trustee, or the location of the property if all the above elements of the relationship are located in different jurisdictions. Next, the court shall make a qualification according to the law that would give the most accurate description of the circumstances of the case.

In the foreign literature, many researchers pay attention to the fact that when solving a conflict of laws issue, the court always pays attention to the final substantive result, either explicitly or covertly. Courts seem to use the so-called reverse logic, intuitively groping for the preferred

substantive result, the court tries to determine whether it is possible to choose a legal justification for the applied law for such a material result.

Qualification to apply the chosen legal order is carried out based on the norm of the legal order that was determined by the court as applicable to the regulation of the *lex causae*. The qualification at this stage is closely related to the question of establishing the content of foreign law but is not identical to it. The qualification may relate to such issues as disputed contractual obligations, individual institutions of applicable law, mandatory norms, public policy, etc.

The content of the chosen right for qualifying contractual obligations is carried out based on the provisions of Article 1191 of the Civil Code of the Russian Federation and is established by the court with the help of the disputing parties. The court has the right, in the process of applying foreign law, to re-qualify the contractual obligation, since the content of the chosen legal order may be different from the *lex fori* used at the stage of choosing the law for qualification.

The problem of qualification at this stage may also arise when referring to individual institutions of applicable law, for example, when the court begins to apply the rule of law chosen based on a conflict of laws rule. In this case, as V.A. Kanashevskii points out, the court, in addition to the direct regulation of disputed legal relations, essentially has to resolve many issues that are of fundamental importance for the legitimate application of foreign law [15].

When the parties themselves have chosen a certain legal order to regulate a dispute arising from a cross-border transaction, the court should qualify the scope of the treaty statute. In this case, the question should be resolved as to which statute is applicable: the *lex fori* or the law chosen by the parties. In such cases, the court of Russian jurisdiction does not apply the priority rule of paragraph 1 of Article 1187 of the Civil Code of the Russian Federation on qualification under Russian law. However, outside the scope of application of Article 1187 of the Civil Code of the Russian Federation, as F. R. Abdullaev points out, there is a different mechanism in which legal concepts related to the regulation of a particular relationship are qualified following the law to be applied [16].

After the law is chosen, the Russian court, guided by the rules of Article 1191 of the Civil Code of the Russian Federation, establishes the content of its norms following:

- their official interpretation;
- the practical application;
- the doctrine in the relevant state.

The problem of legal qualification also arises when determining the norms of direct application. The Civil Code of the Russian Federation indicates the need to consider the actions of the mandatory norms of the country with which all the circumstances concerning the substance of the relations of the parties are connected.

How does the Russian court determine the mandatory rules of which state should be applied to the transaction? The answer to this question follows from the content of paragraph 5 of Article 1210 of the Civil Code of the Russian Federation. In particular, the court should be guided by the principle of the closest connection. In this case, the court finds itself in a position where it has already chosen the law applicable to the transaction, but the law obliges the court to consider the mandatory rules of law, which are associated with all the circumstances relating to the substance of the relationship between the parties, i.e. there is a counter-dispute. Therefore, to establish the state, the peremptory norms of which are applicable, the court should return to the previous stage of the "choice of law" and resolve the issue based on the *lex fori*.

For example, the parties chose German law as the applicable law when entering into a cross-border contract. The Russian court, resolving the dispute based on the claim of the Russian contractor, determined the applicable law to the dispute, based on the principle of autonomy of the will of the parties, i.e. German law. However, the court cannot ignore the limits of application of foreign law available in Russian law, including mandatory norms. In this regard, the court will have to go back to qualify the actual circumstances of the case, to qualify the nature of the contract relationship, and then choose the law of which country is related to the relationship of the parties to the obligation. In such a situation, the court seems to re-decide the question of choosing the applicable law. For example, if the object of the contract is real estate on the territory of Russia, then it will be necessary to apply the Russian mandatory norms.

In another situation, when the Russian court has already determined the law, the mandatory rules of which are subject to application, then the court tries to find such rules in this law, the application of which is necessary. If this refers to the application of Russian mandatory norms, the court should be guided by Article 1192 of the Civil Code of the Russian Federation.

When applying foreign law, the court may face a public policy clause. The public order clause is enshrined in Article 1193 of the Civil Code of the Russian Federation and is capable of blocking the application of foreign law if the consequences of its application contradict the foundations of the law and order of the Russian Federation. A striking example is the punitive damages. For example,

the court, guided by the conflict of laws rules, chose English law as the applicable law, where punitive damages are recognized. In this case, the Russian court compares the application of the norms of English law with the institution of public order of the Russian Federation. The Russian doctrine, as well as the principles of contractual liability in Russia, fix the compensatory, not punitive, function of contractual liability, which will be the basis for the court not to apply the norms of English law.

When assessing the foundations of public law and order, the Russian court, based on its own beliefs, applies the *lex fori* for qualification, which is not due to the requirements of the norms of positive law, but to the concept of national public order itself, implemented in Article 1193 of the Civil Code of the Russian Federation.

As for the legal qualifications used in the recognition and enforcement of foreign judgments, then, as G.V. Petrov notes that such a qualification is comparable with legal qualifications when applying the institution of a public policy clause and is carried out according to the law of the country where recognition and enforcement of a foreign court decision are sought [17].

Legal qualification of cross-border relations in private international law is a time-consuming and complex process, the implementation of which requires knowledge of the basics of private international law. The difficulties of qualification are caused by first, the need to consider the content of the norms of foreign law; second, the action of various mechanisms of legal qualification; third, recognized in different jurisdictions of legal institutions.

In the modern world, there is a steady growth of conflict of laws rules, the structure of such rules becomes more complex, there are diversification and specialization of bindings, flexible conflict of laws rules arise, as a result of which, on the one hand, the court has more opportunities for the legal qualification of cross-border relations, and on the other hand, such processes complicate the legal qualification of relations. Such processes actualize the need for "autonomous qualification" to determine the legal nature of contractual and non-contractual obligations. The method of autonomous qualification was first analyzed in the European doctrine of private international law to resolve cross-border disputes in foreign courts. The method of autonomous qualification has also been studied in the Russian literature [18].

The court may use a certain number of conflict of laws rules and their respective references, and shall also limit the facts to find an appropriate number of conflicting rules.

Based on the Russian doctrine and the legal positions of the Supreme Court of the Russian Federation, the following hierarchy of norms in private international law should be determined. The unified norms of international treaties are at the top level, their application excludes the reference to conflict of laws norms. The norms of the second level are below – the conflict of laws norms of international treaties, which are applied when the norms of the previous level are insufficient. If the rules of the previous two levels are insufficient, the court should apply the conflict of laws rules of national law.

4. Conclusion

The following conclusions were made as a result of the study:

1. At present, in the Russian jurisdiction, in the legal qualification of cross-border relations concerning the form of the transaction, an equal sign should be put between the statute of the form of the transaction and the transaction itself.

2. According to the Russian doctrine, if the seller carries out a typical performance in the contract of sale, but therewith the buyer has assumed non-monetary obligations (advertising, marketing, etc.), then the court, evaluating such conditions and the essence of the contract, has the right to conclude that that the characteristic performance is carried out by the purchaser.

3. The emergence and rapid development of transnational norms and their increasingly active application in judicial practice determined the method of autonomous qualification. Currently, the method of autonomous qualification is increasingly used by Russian courts.

4. When assessing the foundations of public law and order, the Russian court, based on its own beliefs, applies the *lex fori* for qualification.

5. The concept of a non-contractual cross-border obligation has different qualifications in foreign legal systems, so its qualification should take place independently and be regarded as a concept that covers obligations aimed at bringing to responsibility and not related to contractual obligations.

6. To apply the conflict of laws rule and then choose the applicable law, it is necessary to first qualify the content of the legal concepts, and then relate them to the actual circumstances of the dispute.

7. The court has the right, in the process of applying foreign law, to re-qualify the contractual obligation independently, since the content of the chosen legal order may be different from the *lex fori* used at the stage of choosing the law for qualification.

References

- Vlasenko V.N. *Logical foundations of legal qualifications*: abstract of a thesis of candidate of legal sciences. M. 2011. p. 6.
- Dmitrieva G.K. *Private international law: textbook. M. Prospect*. 2016. p.143.
- Geltman-Pavlova I.V. *Private international law: Textbook. M. Urait*. 2013. p. 228.
- Abdullaev F.R. *The system of collision links in the field of regulation of property relations* // *Zakonodatelstvo*. 2016. No. 3. p. 45.
- Belov V.A. International trade law and WTO law in 3 books. Book 2. *Private-unified international trade law. Textbook for undergraduate and graduate programs. M. Urait*. 2018. p. 356.
- Kanashevskii V. A. Private international law: textbook. M. *International relations*. 2019. p. 988.
- Petrova G. V. *Private international law: Textbook for Academic Bachelor's Degree in 2 Volumes. Volume 1. M. Urait*. 2019. p. 389.
- Mazhorina M.V. *Cross-border contractual obligations: problems of legal classification* // *Pravo. Zhurnal Vysshei shkoly ekonomiki*. 2016. No. 2. p. 144.
- Petrova G. V. *Private international law: Textbook for Academic Bachelor's Degree in 2 Volumes. Volume 1. M. Urait*. 2019. p. 390.
- Abdullaev F.R. *The system of collision links in the field of regulation of property relations* // *Zakonodatelstvo*. 2016. No. 3. p. 48.
- Abdullaev F.R. *The system of collision links in the field of regulation of property relations* // *Zakonodatelstvo*. 2016. No. 3. p. 49.
- Petrova G. V. *Private international law: Textbook for Academic Bachelor's Degree in 2 Volumes. Volume 1. M. Urait*. 2019. p. 391.
- Kanashevskii V. Private international law: textbook. M. *International relations*. 2019. p. 877.
- Belov V.A. International trade law and WTO law in 3 books. Book 2. *Private-unified international trade law. Textbook for undergraduate and graduate programs. M. Urait*. 2018. p. 367.
- Kanashevskii V. A. *Private international law: textbook. M. International relations*. 2019. p. 901.
- Abdullaev F.R. *The system of collision links in the field of regulation of property relations* // *Zakonodatelstvo*. 2016. No. 3. p. 51.
- Petrova G. V. *Private international law: Textbook for Academic Bachelor's Degree in 2 Volumes. Volume 1. M. Urait*. 2019. p. 396.
- Svirin Y. A., Gureev V.A., Shestov S.N. Interpretation of the Subject of Private international law in Russian Doctrine // *Journal Gender and Law* (ISSN21797137-Brazil-WoS) Vol.1 № 1. 2020