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On Certain Issues of Pre-Trial Settlement of Disputes Considered in Civil and Commercial Judicial Proceedings

For the purposes of uniform court application of provisions of legislation on pre-trial settlement of disputes considered in the manner of civil and commercial judicial proceedings, the Plenary Session of the Supreme Court of the Russian Federation, guided by Article 126 of the Constitution of the Russian Federation, Articles 2 and 5 of Federal Constitutional Law No. 3 of 5 February 2014 "On the Supreme Court of the Russian Federation", hereby rules to provide the following clarifications:

General Provisions

1. Pre-trial settlement should be understood as the activities of parties to the dispute prior to applying to court, in which they engage on their own (negotiations, letters before action) or with attraction of third parties (e.g. mediators, the commissioner for the rights of consumers of financial services), as well as by applying to the authorized public authority for resolving the dispute in the administrative manner (Item 2 of Article 11 of the Civil Code of Russian Federation, hereinafter – the CC RF, Part 4 of Article 3 of the Civil Procedure Code of the Russian Federation, hereinafter – the CPC RF, Part 5 of Article 4 of the Commercial Procedure Code of the Russian Federation, hereinafter – the ComPC RF). These activities serve in fulfilling such tasks of civil and commercial proceedings as contribution to peaceful settlement of

disputes, establishment and development of partnership and business relations (Article 2 of the CPC RF, Item 6 of Article 2 of the ComPC RF).

In particular, the manner of sending letters before action is stipulated in Federal Law No. 18 of 10 January 2003, "Railway Transport Charter of the Russian Federation" (hereinafter – the Railway Transport Charter); the sending of proposals regarding amendment or dissolution of a contract – in Article 452 of the CC RF; mediation – in Federal Law No. 193 of 27 July 2010 "On Alternative Dispute Resolution Procedure with Participation of an Intermediary (Mediation Procedure)" (hereinafter – the Law on Mediation); application to the commissioner for financial services consumers' rights (hereinafter – the financial commissioner) – in Federal Law No. 123 of 4 June 2018 "On the Commissioner for Financial Services Consumers' Rights" (hereinafter – the Law on the Financial Commissioner); filing an application to a higher state body, filing a complaint to a higher body are stipulated, for example, in Item 1 of Article 2, Item 2 of Article 138 of the Tax Code of the Russian Federation (hereinafter – the TC RF).

If pre-trial dispute settlement is obligatory, the performance of this duty is a precondition for the exercise of a person's right to apply to court (Item 1 of Part 1 of Article 135 of the CPC RF, Item 5 of Part 1 of Article 129 of the ComPC RF).

Mediation becomes an obligatory pre-trial dispute settlement procedure if the parties have concluded a mediation agreement and undertaken the obligation not to apply to court within the time stipulated for holding mediation (Part 1 of Article 4 of the Law on Mediation) or have replaced the pre-trial dispute settlement procedure stipulated in a federal law with mediation, provided that the corresponding federal law allows for contractually changing the manner of such settlement (e.g. Part 5 of Article 4 of the ComPC RF).

2. In civil procedure, the pre-trial manner of dispute settlement is only obligatory where so stipulated in a federal law (Part 4 of Article 3 of the CPC RF).

In commercial procedure, this manner is obligatory: for disputes arising from civil legal relations – where so stipulated in a federal law or a contract; for disputes arising from administrative and other public legal relations – only where so stipulated in a federal law (Part 5 of Article 4 of the ComPC RF).

3. In particular, federal laws stipulate obligatory pre-trial dispute settlement in the following disputes:

- on obligatory conclusion of a contract (Item 1 of Article 445 of the CC RF);
- on amendment and dissolution of a contract (Item 2 of Article 452 of the CC RF);
- on conclusion of a state or municipal contract (Item 3 of Article 528, Item 4 of Article 529 of the CC RF);
- on conclusion of a contract for the provision of goods for state or municipal needs (Item 4 of Article 529 of the CC RF);
- on dissolution of a contract regarding rent, hiring, rent of transportation means, rent of buildings and constructions, lease of enterprises, financial leasing (Part 3 of Article 619 and Article 625 of the CC RF);
- on dissolution of a contract for the carriage of cargo, of a passenger, luggage, as well as regarding the restitution of damage caused during the carriage of the passenger and luggage (Item 2 of Article 795, Article 797 of the CC RF);
- on dissolution of a bank account agreement (second paragraph of Item 4 of Article 859 of the CC RF);
- on amendment of a commercial concession agreement (Item 1 of Article 1036 of the CC RF);
- on violation of exclusive rights (Item 5.1 of Article 1252 of the CC RF);
- on early termination of legal protection of a trademark due to its continuous non-use for three years (Item 1 of Article 1486 of the CC RF);
- on insurance payouts pursuant to a contract of compulsory motor third-party liability insurance (Item 5.1 of Article 14.1, Item 1 of Article 16.1, Item 3, second paragraph of Item 4 of Article 19 of Federal Law No. 40 of 25 April 2002 “On Compulsory Motor Third-Party Liability Insurance”, hereinafter – the OSAGO Law);
- on payment by the insurer that insured the harm-doer’s civil liability in consideration of the insurance payout performed by the insurer that directly restituted the damages (Item 5.1 of Article 14.1 of the OSAGO Law);
- on compensation payments pursuant to a compulsory motor third-party liability insurance contract (Item 3, second paragraph of Item 4 of Article 19 of the OSAGO Law);
- with participation of financial services consumers stating property claims against financial organisations that provided financial services to them, as well as claims resulting from the insurer’s violation of the manner of performing the insurance payout, stipulated in the OSAGO Law (Parts 1 and 2 of Article 25 of the Law on the Financial Commissioner);

- on appointment of insurance benefits, in particular as regards the amount of insurance benefits, or regarding the refusal to appoint benefits pertaining to insurance against work-related accidents and occupational diseases (Article 15.2 of Federal Law No. 125 of 24 July 1998 "On Compulsory Social Insurance against Work-Related Accidents and Occupational Diseases");
- on the price of service for the transfer of heat energy, heat transfer medium (Part 5 of Article 23.4 of Federal Law No. 190 of 27 July 2010 "On Heat Supply").

This manner is also stipulated in federal laws with regard to disputes arising from the following contracts regarding:

- air freight delivery or airmail service (Item 3 of Article 124 of the Air Code of the Russian Federation);
- railway carriage of freight, freight baggage, empty freight cars (Article 120 of the Railway Transport Charter);
- freighting by car (Part 2 of Article 39 of Federal Law No. 259 of 8 November 2007 "Charter of Road Transport and Urban Land Electric Transport");
- carriage by sea (Item 1 of Article 403 of the Merchant Shipping Code of the Russian Federation);
- carriage of passengers, luggage, freight or towing of a towed object by internal water transport (Item 1 of Article 161 of the Inland Water Transport Code of the Russian Federation, hereinafter – the Inland Water Transport Code);
- freight forwarding pertaining to entrepreneurial activities (Item 1 of Article 12 of Federal Law No. 87 of 30 June 2003 "On Freight Forwarding Activities");
- transhipment pertaining to entrepreneurial activities (Part 1 of Article 25 of Federal Law No. 261 of 8 November 2007 "On Sea Ports in the Russian Federation and on Amendment of Certain Legislative Acts of the Russian Federation");
- provision of communication services, including postal services (Item 4 of Article 55 of Federal Law No. 126 of 7 July 2003 "On Communications", hereinafter – the Law on Communications; Part 7 of Article 37 of Federal Law No. 176 of 17 July 1999 "On Postal Communications", hereinafter – the Law on Postal Communications).

4. If an interested person sends a message which is of informational nature and (or) constitutes grounds for applying to court, this does not constitute the pre-trial manner of dispute settlement. In particular, such messages include:

- timely notification by a participant of the corresponding civil law collective of other members of this collective regarding its intention to apply to court with a lawsuit (Item 6 of Article 181.4 of the CC RF);
- request of remuneration by a person that found a thing (Article 229 of the CC RF);
- notification of participants of shared property regarding one's intention to sell one's share to a third person (Article 250 of the CC RF);
- request by participants of shared property to set apart one's share (Article 252 of the CC RF);
- request by the owner, landlord or other interested persons, addressed to a citizen whose right to use residential premises has terminated on the grounds stipulated in law or contract, as well as if the citizen used the residential premises for unintended purposes, systematically violated the rights and lawful interests of the neighbours or demonstrated wasteful attitude to the housing premises, notifying the citizen about the need to vacate the residential premises within the period stipulated by the owner, landlord or other interested person (Part 1 of Article 35, Part 1 of Article 91 of the Housing Code of the Russian Federation, hereinafter – the HC RF);
- request of a participant of shared construction to remedy the flaws (defects) of the shared construction object, discovered during the warranty period (Part 6 of Article 7 of Federal Law No. 214 of 30 December 2004 "On Participation in Shared Construction of Multi-Flat Houses and Other Real Property Objects and on Amendment of Certain Legislative Acts of the Russian Federation").

5. Unless otherwise stipulated in law, when a prosecutor, state bodies, local self-government bodies and other bodies apply for protection of public interests, of rights and lawful interests of organisations and citizens, it is not required for these persons to comply with the pre-trial manner of dispute settlement (fourth paragraph of Part 5 of Article 4 of the ComPC RF, Part 4 of Article 1 of the CPC RF).

6. A claim, letter before action, complaint or another document (hereinafter – address) must be signed by the person authorized to sign them. These powers of a person may in particular result from a power of attorney, a law or an act of the authorized state body or local self-government body (Item 1 of Article 182 of the CC RF).

7. If the claims of each of the plaintiffs may be considered separately, it is obligatory for all these persons to comply with the pre-trial manner of dispute settlement, stipulated in law or contract (Part 3 of Article 40 of the CPC RF, Part 3 of Article 46 of the ComPC RF).

8. If a claim is stated against several defendants, the plaintiff must comply with the obligatory pre-trial manner of dispute settlement in regard of every one of them (Articles 131, 132 of the CPC RF, Articles 125, 126 of the ComPC RF).

Herewith, if the aforementioned manner was complied with in regard of one of the defendants, and it is possible to consider the case without participation of the other persons, in whose regard the manner was not complied with, as co-defendants, the pre-trial manner is regarded as complied with, and the case is subject to consideration with participation of only the corresponding defendant (Part 2 of Article 40 of the CPC RF, Part 5 of Article 46 of the ComPC RF).

However, if it is impossible to consider the case without the participation of all the defendants (e.g. if the claim concerns the dissolution of a contract), the pre-trial manner must be complied with in regard of every one of them (Part 3 of Article 40 of the CPC RF, Part 5 of Article 46 of the ComPC RF).

9. If the pre-trial manner of dispute settlement was complied with by the predecessor in title or with regard to the predecessor in title, it is not required to repeatedly comply with such manner for the legal successor or with regard to the legal successor (Article 58, Item 1 of Article 384, sub-Item 4 of Item 1 of Article 387, Articles 1112 and 1113 of the CC RF). For example, if the initial creditor complied with the pre-trial manner of dispute settlement before informing the debtor about the effective cession of right, it is not necessary for the assignee to repeatedly comply with such manner (Item 1 of Article 384 of the CC RF).

Where the pre-trial manner of dispute settlement had been complied with in regard of a predecessor in title of a legal person before its reorganisation was completed, it is not necessary to comply with such a manner in regard of the newly appearing legal person (Article 58 of the CC RF).

If the subject of legal relationships is a public law entity (the Russian Federation, a constituent entity of the Russian Federation, a municipal entity), with specially authorized bodies acting on its behalf and in its interests within the framework of their competence stipulated in the acts determining the status of these bodies

(Article 125 of the CC RF), and the plaintiff complied with the pre-trial manner of dispute settlement by sending an address to the authorized body, then, if the functions are later redistributed and a different body is vested with the corresponding competence, it is not required to comply with said manner in regard of the newly authorized body.

10. By general rule, if jurisdiction over a dispute changes as a result of legal succession that took place before one applied to court (a dispute earlier subject to consideration by a court of general jurisdiction is now within the jurisdiction of a commercial court and vice versa), then the legislative provisions on obligatory pre-trial manner of dispute settlement applying to the disputing parties are those that stipulate the manner of consideration of a case in the court within the jurisdiction of which it appears as the result of legal succession. For example, if in a dispute with an organisation-defendant a citizen assigns her/his rights to another organisation, then the latter must comply with the obligatory pre-trial manner stipulated in Part 5 of Article 4 of the ComPC RF prior to stating its claims before a commercial court.

11. The rules stipulated in Article 165.1 of the CC RF apply when drawing up and sending addresses.

If a dispute arises with participation of a branch office (representative office) of the defendant, it is sufficient for the plaintiff to send the address only to such a branch office (representative office), if the claims arise from relations pertaining to the activities of the branch office (representative office) (Article 55 of the CC RF).

12. An address may be handed to the addressee in person, sent to it via mail or other delivery services. Unless otherwise stipulated in law or contract, or proceeds from custom or the practice established within the mutual relations of the parties, an address may be sent by registered mail, as well as by registered mail with declared value and list of enclosures (Articles 5, 421 of the CC RF).

The manner in which addresses are sent with regard to claims arising from administrative and other public legal relations is determined by federal law.

By virtue of provisions of Article 56 of the CPC RF and Article 65 of the ComPC RF, the burden to prove that the address was sent lies on the plaintiff. Herewith, the defendant may provide evidence that the plaintiff sent not an address, but other documents.

13. The fact that an address is sent via an information and telecommunication network (e.g. to an e-mail address, via social media or messenger software) indicates that the pre-trial manner of dispute settlement has been complied with exclusively if such a manner is established in a normative legal act, is clearly and unambiguously stipulated in the contract, or if this form of correspondence is the usual established business practice between the parties, and correspondence was earlier exchanged in particular in this form.

When resolving whether the sending of an address via an information and telecommunication network actually took place, the admissible evidence will in particular include printouts of materials posted in such a network (a screenshot), made and certified by the persons participating in the case, with indication of the address of the web page from which the printout was made and of the exact time of its obtainment (Articles 55 and 60 of the CPC RF, Articles 64 and 68 of the ComPC RF).

14. If an address refers to a concrete dispute of substantial law pertaining to the violation of the plaintiff's rights and contains a proposal for the defendant to settle the dispute, the fact that the sums of the principal debt, forfeit and interest indicated in the address and in the statement of claim are not similar does not in itself indicate that the obligatory pre-trial manner of dispute settlement was not complied with.

15. By general rule, if the plaintiff complies with the pre-trial manner of dispute settlement only as regards the sum of the principal debt, where it applies to court with a claim to recover the sum of the principal debt and of a forfeit, this manner is regarded as complied with in regard of both claims.

If the plaintiff complied with said manner only as regards the sum of the principal debt, and a court decision has been adopted regarding that sum, while no claims for recovery of the forfeit were stated by the plaintiff, then if a claim for recovery of the forfeit is stated at a later time, it is obligatory to comply with the pre-trial manner of dispute settlement in regard of that claim.

Similar rules apply in particular during recovery of interest, as stipulated in Articles 317.1, 395 of the CC RF.

16. If the legislation stipulates a minimum and maximum limits of compensation for violation of exclusive rights to results of intellectual activity, the exact amount of which may be determined by the court, then the pre-trial manner of dispute settlement

is regarded as complied with, if the address refers to a concrete dispute of substantial law pertaining to the violation of the plaintiff's rights and contains a proposal for the defendant to settle the dispute (e.g. Articles 1252, 1301, 1311, 1406.1 of the CC RF).

17. If a law or a contract stipulates a list of documents and (or) information that should be sent in order to comply with the pre-trial manner of dispute settlement, then failure to send such documents and (or) transmit such information, as well as failure to send (transmit) them in due form or quantity does not indicate that said manner was complied with.

For example, since by virtue of Article 120 of the Railway Transport Charter documents confirming the claims stated by the applicant must be attached to a letter before action (in the original or in the form of a duly certified copy), then failure to provide said documents to the carrier will indicate that the pre-trial manner was not complied with.

Herewith, if the plaintiff could not provide all the documents and (or) information (hereinafter – the documents) stipulated by a federal law or the contract for the pre-trial settlement of a dispute, but the provided documents evidently indicate the nature and amount of the stated claims, or if the debtor has the documents, then the pre-trial dispute settlement is regarded as complied with.

If the plaintiff could not provide all the documents stipulated in a federal law for the pre-trial settlement of a dispute, but a state body, local self-government body, another body, organisation vested with certain state or other public powers by federal law, an official has those documents or can obtain them through interagency exchange, then the pre-trial dispute settlement is regarded as complied with.

Where so stipulated in law, a person that obtained the documents necessary for the pre-trial settlement of a dispute is obliged to inform about the non-provision or undue provision of any documents during the pre-trial dispute settlement. For example, if the documents substantiating the claims of the injured person are insufficient, the insurer is obliged to inform the injured person about this within three working days since their receipt via mail or on the day of the address, if the injured person addresses the insurer in person, thereby indicating the full list of missing and (or) unduly drawn up documents (fifth paragraph of Item 1 of Article 12, Item 1 of Article 16.1 of the OSAGO Law and Item 5.1 of the Rules on Compulsory Motor Third-Party Liability Insurance, adopted by Regulation of the Central Bank of the Russian Federation No. 431 of 19 September 2014). If the insurer fails to comply

with these requirements of the law, the pre-trial manner of dispute settlement is regarded as complied with in regard of the insurer, and the consumer may apply to the financial commissioner.

18. Where a monetary obligation does not stipulate the period for its performance and does not contain conditions that allow to determine this period, as well as where the period for performance of an obligation is determined by the moment of claiming, the plaintiff in regard of a claim for performance of such an obligation may begin to take the stipulated measures of pre-trial dispute settlement only after seven days since the day on which the creditor states the claim for its performance, unless the duty to perform within a different period is stipulated in law, other legal acts, the conditions of the obligation or proceeds from custom or the nature of the obligation (Item 2 of Article 314 of the CC RF). For example, as regards a claim for the return of the sum of a loan, where the period for such return is not stipulated in the contract or is determined by the moment of claiming, the plaintiff may begin to take pre-trial dispute settlement measures only after thirty days since claiming for the return of the loaned sum by the lendee (Article 314, second paragraph of Item 1 of Article 810, Item 2 of Article 811 of the CC RF).

19. The pre-trial manner of dispute settlement in the form of a conciliation procedure (e.g. negotiations, mediation) is regarded as complied with, if the plaintiff presents documents confirming that the disputing parties have used the corresponding procedure. Such documents are, in particular, a protocol of disagreements, an agreement of the parties to terminate the mediation procedure without reaching consensus on the existing disagreements, a statement regarding refusal to pursue mediation (Article 14 of the Law on Mediation).

If one of the parties to the dispute sent a written proposal regarding the use of a conciliation procedure that is obligatory by virtue of law or contract (e.g. a proposal to conduct negotiations, to use the mediation procedure) and has not received the consent of the other party to use this procedure within thirty calendar days from the day it was sent or within another reasonable period indicated in the proposal, then such a proposal is regarded as rejected, and the pre-trial manner as complied with, provided that documents confirming that such a proposal was sent are attached to the court application (Part 4 of Article 3, Items 3, 7 of Article 132 of the CPC RF, Part 5 of Article 4, Items 7, 7.1 of Part 1 of Article 126 of the ComPC RF, Part 5 of Article 7 of the Law on Mediation).

20. If a federal law stipulating obligatory pre-trial dispute settlement (e.g. first paragraph of Part 5 of Article 4 of the ComPC RF) allows to contractually change the manner of such settlement, then, if the disputing parties agree, the sending of a letter before action may be replaced by a different conciliation procedure, in particular by negotiations or mediation, even if the parties have not approved the corresponding pre-trial manner of dispute settlement before the dispute appeared.

21. A statement of claim must contain information about the fact that the plaintiff complied with the pre-trial manner of dispute settlement; documents confirming the compliance with this manner must be attached to the statement of claim (Items 7, 7.1 of Part 2 of Article 131, Items 3, 7 of Article 132 of the CPC RF and Items 8, 8.1 of Part 2 of Article 125, Items 7, 7.1 of Part 1 of Article 126 of the ComPC RF). Failure to provide such documents together with the statement of claim, where it is indicated in the statement of claim that such a manner was complied with, constitutes grounds for leaving the statement of claim without action (Article 136 of the CPC RF, Article 128 of the ComPC RF).

A statement of claim is subject to be returned if it does not indicate that the plaintiff complied with the pre-trial manner of dispute settlement stipulated in a federal law, and documents confirming compliance with this manner are not attached to the statement (Item 1 of Part 1 of Article 135 of the CPC RF, Item 5 of Part 1 of Article 129 of the ComPC RF).

By implication of Part 5 of Article 4 of the ComPC RF, the same rules are applied by a commercial court in consideration of disputes arising from civil legal relations, if a pre-trial manner of dispute settlement is established by contract.

22. If the pre-trial settlement period stipulated in law or contract has not expired by the day on which one applies to court (the day on which the statement of claim is handed to the postal service, the documents are submitted to the court’s registry, the documents are submitted by filling out a form placed on the court’s official website), and there is no response to the address or no other document confirming that such settlement has been complied with, the statement of claim is subject to be returned by virtue of Item 1 of Part 1 of Article 135 of the CPC RF, Item 5 of Part 1 of Article 129 of the ComPC RF.

23. The legislation does not stipulate for complying with the pre-trial manner of dispute settlement as regards claims amended in the manner of Article 39 of the CPC RF, Article 49 of the ComPC RF during the consideration of the case, for

example when the claims are increased by supplementing them with claims for a different period within an obligation performed in parts, or due to increase of the number of days of late payment, replacement of a claim on performance of an obligation in kind by a claim for recovery of monetary funds.

24. Compliance with a pre-trial manner of dispute settlement is not required when filing a counterclaim, since the counterclaim is submitted after the initiation of proceedings in the case, and compliance with this manner will not contribute to the aims of pre-trial settlement (Article 138 of the CPC RF, Part 3 of Article 132 of the ComPC RF).

25. By general rule, a plaintiff's failure to comply with the pre-trial manner of dispute settlement as regards the due defendant entering the case does not constitute grounds for leaving the statement of claim without consideration by virtue of the second paragraph of Article 222 of the CPC RF, Item 2 of Part 1 of Article 148 of the ComPC RF.

If a plaintiff applies to court with a claim against an undue defendant, and the due defendant drawn to participation by the court proves that it could settle the dispute through a pre-trial procedure, but was deprived of such an opportunity at the plaintiff's fault, the court may refuse to recognise the court costs borne by the plaintiff as necessary in full or in part, or may impose all the court costs upon the plaintiff, regardless of the results of consideration of the case (Part 4 of Article 1, Part 1 of Article 35 of the CPC RF, Part 2 of Article 41, Article 111 of the ComPC RF).

26. By virtue of Part 1 of Article 42 of the CPC RF and Part 2 of Article 50 of the ComPC RF, third persons stating independent claims in regard of the subject matter of the dispute are exempted from the duty to comply with the pre-trial manner of dispute settlement.

27. The court leaves the statement of claim without consideration, if the plaintiff has not complied with the pre-trial manner of dispute settlement stipulated in federal law for this category of cases (second paragraph of Article 222 of the CPC RF, Item 2 of Part 1 of Article 148 of the ComPC RF).

By implication of the second paragraph of Part 5 of Article 4 of the ComPC RF, a commercial court leaves the statement of claim without consideration, if the plaintiff

has not sent a letter before action or has not complied with a different pre-trial manner of dispute settlement, in particular the one stipulated in a contract.

28. A court of first instance or a court of appeal considering the case under the rules of a court of first instance satisfies the defendant's motion to leave the lawsuit without consideration due to the plaintiff's failure to comply with the pre-trial manner of dispute settlement, provided that the motion is filed no later than on the day on which the defendant submits the first statement on the merits of the case and that the defendant expressed its intention to settle the dispute, and also that at the moment when that motion is filed the period for pre-trial settlement, stipulated in law or contract, has not yet expired, and there is no reply to an address or other document confirming that such settlement was complied with (Part 5 of Article 3, Item 5 of Part 1 of Article 148, Part 5 of Article 159 of the ComPC RF, Part 4 of Article 1, Article 222 of the CPC RF).

If the defendant failed to timely state said motion, its argument regarding the plaintiff's failure to comply with the pre-trial manner of dispute settlement cannot constitute grounds for reversing the judicial acts in a court of appeal or cassation; the contrary would contradict the aims of pre-trial dispute settlement (Articles 327.1, 328, 330, 379.6 and 379.7 of the CPC RF, Articles 268–270, 286–288 of the ComPC RF).

Certain Issues of Pre-Trial Settlement of Disputes Arising from Civil Legal Relations and Considered in the Manner of Civil and Commercial Proceedings

29. A dispute on amendment or dissolution of a contract may be considered by a court on its merits only after the pre-trial manner of dispute settlement has been complied with (Item 2 of Article 452 of the CC RF).

At the same time, in case of unilateral refusal to perform a contract that may take place out of court, where one applies to court with a lawsuit for recognising the contract as dissolved, it is not required to comply with the pre-trial manner of dispute settlement, because this lawsuit is a lawsuit on recognition, not a lawsuit on dissolution of a contract (Article 450, Item 1 of Article 450.1 and Item 2 of Article 452 of the CC RF).

Herewith, where a financial services consumer applies to court with a lawsuit against a financial organisation, and the lawsuit contains both a claim for dissolution of a

contract and a claim for return of property due to dissolution of the contract, compliance with the pre-trial manner of dispute settlement is obligatory.

30. A proposal of an interested person addressed to the copyright owner of a trademark, who has not used it continuously for three years, to apply to the federal executive body in the sphere of intellectual property with a statement regarding waiver of the right to the trademark or to conclude a contract with the interested person regarding the alienation of the exclusive right to the trademark in regard of all the goods or a part of the goods for the individualization of which it was registered (hereinafter – proposal of the interested person) is sent, with due regard to the provisions of Article 165.1 of the CC RF, to the address of the citizen's registration at her/his place of residence or stay, and as regards a citizen engaged in entrepreneurial activities as an individual entrepreneur – to the address indicated, correspondingly, in the Single State Register of Individual Entrepreneurs or in the Single State Register of Legal Persons. Moreover, the proposal of the interested person must be sent to all the addresses indicated in the State Register of Trademarks or in the corresponding register stipulated in an international treaty of the Russian Federation (Item 1 of Article 1486 of the CC RF).

The fact that a proposal was sent to these addresses indicates compliance with the pre-trial manner of dispute settlement, as stipulated in Article 1486 of the CC RF, even if the addresses are in fact invalid (Item 2 of Article 51, Item 1 of Article 1232 of the CC RF).

If the interested person sends the proposal to only one of the addresses indicated in Item 1 of Article 1486 of the CC RF, to an address not indicated in the Single State Register of Legal Persons or the State Register of Trademarks, via e-mail instead of the copyright owner's postal address, prior to expiry of three years since the date of state registration of the trademark, this constitutes failure to comply with said manner.

If the actual receipt of the proposal of the interested person has been confirmed (Item 1 of Article 165.1 of the CC RF), the violation of the manner for its sending cannot indicate that the pre-trial manner of dispute settlement was not complied with.

If the interested person sent the proposal in violation of the manner or periods stipulated in Item 1 of Article 1486 of the CC RF, it is possible to send a new proposal before the expiration of the three-month period from the day of last proposal, as indicated in fifth paragraph of said Item.

31. In accordance with Article 797 of the CC RF, letters before action regarding freighting must be sent in the manner stipulated in the corresponding transport charter or code.

For example, the Railway Transport Charter (Articles 120, 122, 125) stipulates obligatory sending of letters before action pertaining to the carriage of freight, freight baggage and empty freight cars and establishes the manner for their sending (who may send such a letter to the carrier, what documents must be attached to the letter). It also states that the manner in which the letters before action of the consignors, receivers are sent and considered is stipulated in the rules of railway carriage of freight.

Where the carrier refuses to consider a letter before action on its merits, arguing that the applicant violated the corresponding stipulated manner, and the plaintiff challenges the lawfulness of refusal to consider the letter, claiming that the corresponding manner of dispute resolution was complied with, the court accepts the statement of claim and resolves the arising disagreements in this regard during consideration of the case.

32. As regards claims pertaining to failure to perform or undue performance of obligations in provision of postal services (e.g. failure to hand a postal item to the addressee, providing the sender with misrepresenting information regarding the receipt of the postal item by the addressee), the postal services consumer must comply with the obligatory pre-trial manner of dispute settlement, independent of whether it is the sender or the recipient (Part 7 of Article 37 of the Law on Postal Communications).

33. Law of the Russian Federation No. 2300-I of 7 February 1992 “On Consumer Rights Protection” (hereinafter – the Law on Consumer Rights Protection) does not stipulate an obligatory pre-trial manner of settlement of disputes between consumers and service providers.

Herewith, such a manner may be stipulated in special laws regulating relations with consumers in particular spheres, such as:

- an operator’s failure to perform or undue performance of obligations proceeding from a communication services contract (Item 4 of Article 55 of the Law on Communications);

- failure to perform or undue performance of obligations regarding the carriage of a passenger, luggage by inland water transport (Item 1 of Article 797 of the CC RF, Item 1 of Article 161 of the Inland Water Transport Code);
- claim regarding the performance of an insurance payout under a compulsory motor third-party liability insurance contract (Item 1 of Article 16.1 of the OSAGO Law);
- letters before action regarding the quality of a tourist product, sent to tour operators (Part 2 of Article 10 of Federal Law No. 132 of 24 November 1996 "On the Basics of Tourist Activities in the Russian Federation"). Sending a letter before action is not obligatory in regard of other claims pertaining to acquisition, performance and dissolution of a contract regarding a tourist product stated against a tour operator, as well as regarding any claims against persons that are not tour operators;
- addresses subject to consideration by the financial commissioner (Part 1 of Article 15, Part 1 of Article 28 and Article 32 of the Law on the Financial Commissioner).

A contract term regarding compliance with the pre-trial manner of settlement of a consumer dispute, where such a manner is not established by law, is null and void by virtue of Item 1 of Article 16 of the Law on Consumer Rights Protection and Item 2 of Article 168 of the CC RF.

Where a consumer sends its request to the seller, producer or the authorised organization or authorized representative of an individual entrepreneur regarding the proportionate decrease of the purchase price, elimination of defects of a good, replacement of a good of undue quality, this does not constitute obligatory pre-trial manner of dispute settlement. At the same time, failure to send such a request and failure to notify about one's refusal to perform the contract constitutes grounds for the court to refuse to recover the fine stipulated in Part 6 of Article 13 of the Law on Consumer Rights Protection for the benefit of the consumer (Item 4 of Article 1, Articles 10, 401 and Item 3 of Article 405 of the CC RF).

Refusal to perform the contract, stipulated in the sixth and eighth paragraphs of Item 1 of Article 18, in the first paragraph of Item 2 of Article 25, in the fifth paragraph of Item 1 of Article 28, in the seventh paragraph of Item 1 and in the fourth paragraph of Item 6 of Article 29, and in Article 32 of the Law on Consumer Rights Protection constitutes unilateral refusal to perform the contract; therefore, by implication of Article 450, Item 1 of Article 450.1 and Item 2 of Article 452 of the

CC RF, it is not required to comply with the pre-trial manner of dispute settlement when applying to court with a lawsuit for recognition of a contract as dissolved.

Certain Issues of Pre-Trial Settlement of Disputes by the Financial Commissioner

34. Where the Law on the Financial Commissioner applies, before stating claims against a financial organisation in the judicial manner, a financial services consumer must comply with the obligatory pre-trial manner of dispute settlement: where a dispute with a financial organization arises, to file an application (letter before action) to the financial organization regarding its performance of duties; if a response is not received within the stipulated period or the organization refuses to satisfy the claims in full or in part, to apply to the financial commissioner for dispute settlement (Parts 1 and 4 of Article 16 of the Law on the Financial Commissioner).

35. Where Part 2 of Article 15, Article 25 of the Law on the Financial Commissioner applies, it is obligatory to apply to the financial commissioner for the resolution of a dispute arising between the financial services consumer and the financial organisation.

In accordance with Part 1 of Article 15 of said law, the financial commissioner is in particular competent to consider claims of consumers against financial organisations to which that law applies, provided that the total amount of claims stated by the consumer does not exceed RUB 500,000 or that the consumer's claims result from the insurer's violation of the manner of performing insurance payout, stipulated in the OSAGO Law, independent of the amount of stated claims. The total amount of claims is established in a concrete dispute in regard of every contract (insurance policy); it includes in particular the sum of the principal debt, the concrete sum of the forfeit, the financial sanction and interest accrued by virtue of Article 395 of the CC RF. This amount of claims does not include the forfeit recovered by the financial commissioner for the period from the date on which an address was sent to her/him and to the date of actual performance of the obligation.

If the financial services consumer fails to comply with the obligatory pre-trial manner of dispute settlement in regard of any of the claims, the court returns the statement of claim in that part by virtue of Item 1 of Part 1 of Article 135 of the CPC RF, and if the lawsuit was accepted for proceedings, the court leaves the statement of claim in that part without consideration by virtue of Article 222 of the CPC RF.

36. It is also necessary to comply with the obligatory pre-trial manner of dispute settlement in regard of a consumer's claims for organisation of and payment for repairs of damaged property (in particular of a car) by the insurer within the framework of voluntary property insurance contracts, if the total amount of the consumer's claims does not exceed RUB 500,000, and within the framework of compulsory motor third-party liability insurance contracts – independent of the total amount of such claims (Item 4 of Article 10 of the Law of the Russian Federation No. 4015–I of 27 November 1992 "On the Organization of the Insurance Business in the Russian Federation", Part 1 of Article 15 of the Law on the Financial Commissioner).

37. It is not required to apply to the financial commissioner for the purposes of the pre-trial manner of dispute settlement as regards lawsuits against a professional union of insurers for recovery of compensation payments (Item 3 of Article 19 of the OSAGO Law and Part 1 of Article 28 of the Law on the Financial Commissioner).

38. Since it is specifically so indicated in Part 3 of Article 2 of the Law on the Financial Commissioner, if a consumer's claims against a financial organisation are transferred to another person, said person (in particular a legal person, an individual entrepreneur) also takes up the duties to comply with the pre-trial manner of dispute settlement, stipulated in the Law on the Financial Commissioner, if the financial service consumer previously failed to comply with said manner in full or in part.

If the initial creditor, who was not a financial services consumer in the sense of Part 2 of Article 2 of the Law on the Financial Commissioner, transfers the claims to a natural person, the latter is not obliged to comply with the pre-trial manner of dispute settlement established in the Law on the Financial Commissioner (Item 1 of Article 384 of the CC RF).

39. In accordance with Part 2 of Article 25 of the Law on the Financial Commissioner, a financial services consumer may state the claims indicated in Part 2 of Article 15 of that law against a financial organization in the judicial manner only after obtaining a decision of the financial commissioner in regard of her/his address, except where Item 1 of Part 1 of that Article applies (where the financial commissioner fails to adopt the decision within the term stipulated in law).

40. If the financial commissioner terminates the consideration of a consumer's address or refuses to accept it, the consumer's ability to apply to court depends on the grounds on which the commissioner terminated the consideration or refused to

consider the address (Part 4 of Article 18 and Item 2 of Part 1 of Article 25 of the Law on the Financial Commissioner).

If the financial commissioner terminates the consideration of the consumer's address or refuses to accept it on the grounds that consideration of that claim is not within the competence of the financial commissioner (Item 1 of Part 1 of Article 27, Items 1, 6, 7, 8, 9 of Part 1 of Article 19 of the Law on the Financial Commissioner) and, accordingly, no obligatory pre-trial manner of dispute settlement is established for such a claim, then the consumer may state that claim directly before a court.

If the financial commissioner terminates the consideration of the consumer's address due to the fact that the financial services consumer and the financial organisation conclude an agreement drawn up in the stipulated manner, the pre-trial manner of dispute settlement is regarded as complied with. If the financial organisation fails to perform the terms and conditions of the concluded agreement, the consumer may state claims against the organisation directly before the court (Parts 3, 6 of Article 21, Item 2 of Part 4 of Article 25 of the Law on the Financial Commissioner).

If the financial commissioner terminates the consideration of the address on the grounds that the financial services consumer recalled her/his address to the financial commissioner, renounced the stated claims against the financial organisation because it satisfied them voluntarily, or that the heirs of the financial services consumer do not request the financial commissioner to continue considering the dispute (Items 3, 4, 5 of Part 1 of Article 27 of the Law on the Financial Commissioner), as well as that the dispute is being settled through mediation (Item 1 of Part 1 of Article 27, Item 4 of Part 1 of Article 19 of the Law on the Financial Commissioner), the obligatory pre-trial manner of dispute settlement is regarded as not complied with.

If the financial commissioner refuses to consider the consumer's address or terminates its consideration in view of the consumer's undue address to the commissioner, in particular if the financial services consumer fails to first apply to the financial organisation in the manner stipulated in Article 16 of said law, if the consumer's address contains coarse or abusive language, threats to the life, health and property of the financial commissioner or other persons, or is illegible, as well as if the financial services consumer fails to provide documents, clarifications and (or) information in accordance with that law, where this makes it impossible to consider the address on its merits (Items 2, 11, 12 of Part 1 of Article 19, Item 2 of Part 1 of Article 27 of the Law on the Financial Commissioner), the obligatory pre-trial manner of dispute settlement is regarded as not complied with.

If the financial services consumer fails to indicate information about the contract and/or the contract number, the name of the financial organisation, etc. in the address, this does not preclude the financial commissioner from considering such an address on its merits, if said information is contained in the documents attached to the address.

If the financial commissioner refuses to consider the consumer's address or terminates its consideration because the consumer has filed an address regarding a dispute between the same parties, in regard of the same subject matter and on the same grounds as one previously considered by the financial commissioner, a court or an arbitration court (Item 1 of Part 1 of Article 27, Items 3, 5, 10 of Part 1 of Article 19 of the Law on the Financial Commissioner), then the issue of compliance with the pre-trial manner is resolved in accordance with the results of the consumer's initial address to the financial commissioner, the consumer's application to the court or arbitration court.

If, in violation of Part 4 of Article 18 of the Law on the Financial Commissioner, the financial commissioner failed to send a notification to the consumer regarding the acceptance of her/his address for consideration or regarding refusal to accept it for consideration, the financial services consumer may apply to court after the expiry of the period stipulated for the consideration of such an address, attaching the corresponding documents as proof that the pre-trial manner was complied with (e.g. the text of her/his address to the financial commissioner, a postal slip confirming that the address was sent, a list of contents of a postal item and a tracking report with indication that the postal item was handed to the addressee).

Since the law does not provide for challenging the financial commissioner's decisions regarding the refusal to accept a consumer's address for consideration or regarding the termination of consideration of the address, if a consumer disagrees with such a decision of the financial commissioner, by implication of Item 3 of Part 1 of Article 25 of the Law on the Financial Commissioner he/she may state claims against the financial organisation before a court, providing the reasons for disagreement with the decision of the financial commissioner regarding the refusal to accept the address for consideration or termination of its consideration.

If a judge, when resolving the issue of accepting the statement of claim, or the court, when considering the case, concludes that the financial commissioner's decision to refuse to accept the consumer's address or to terminate its consideration was

substantiated, the obligatory pre-trial manner of dispute settlement is regarded as not complied with; in this regard, the consumer's statement of claim is correspondingly returned by the judge by virtue of Item 1 of Part 1 of Article 135 of the CPC RF or is subject to be left without consideration by the court by virtue of the second paragraph of Article 222 of the CPC RF.

If the financial commissioner's refusal to accept the consumer's address or the commissioner's decision to terminate the consideration of the address is unsubstantiated, the obligatory pre-trial manner of dispute settlement is regarded as complied with, and the dispute between the consumer and the financial organisation is considered by the court on its merits.

41. The pre-trial manner of dispute settlement cannot be regarded as complied with, if at the moment when the statement of claim is submitted to the court the plaintiff's address has been under consideration of the financial commissioner for a time exceeding the period stipulated in Part 8 of Article 20 of the Law on the Financial Commissioner because the financial commissioner suspended that period in accordance with Parts 7, 9 and 10 of the same Article.

42. The consumer may state claims before the court against the financial organisation only with regard to the subject matter referred to in the address to the financial commissioner. In this respect, claims on recovery of the principal debt, of a forfeit, financial sanction and interest accrued by virtue of Article 395 of the CC RF may only be stated before the court if the obligatory pre-trial manner of dispute settlement, stipulated in the Law on the Financial Commissioner, has been complied with in regard of each of those claims (Part 3 of Article 25 of the Law on the Financial Commissioner).

Certain Issues of Pre-Trial Settlement of Disputes Considered in the Manner of Commercial Proceedings

43. Civil law disputes regarding the recovery of monetary funds under claims arising from contracts, other transactions, due to unjust enrichment may be transferred for adjudication by a commercial court after the parties take pre-trial settlement measures, thirty calendar days from the day on which a letter before action (claim) was sent, unless another period and (or) manner are stipulated by law or contract (first paragraph of Part 5 of Article 4 of the ComPC RF).

By implication of the first paragraph of Part 5 of Article 4 of the ComPC RF, such disputes also include:

- disputes on reparation of loss (Chapter 25 of the CC RF), except for disputes on reparation of loss arising due to causing of damage (Chapter 59 of the CC RF);
- disputes on payment of promissory note debt, if a notary protests it for non-payment, non-acceptance and failure to date the acceptance (Articles 8, 142, 153 of the CC RF);
- disputes on recovery of costs for the maintenance and repairs (in particular capital repairs) of common property in a multi-apartment building (Articles 210, 249 of the CC RF, Articles 153, 158, 162, Part 1 of Article 169 of the HC RF), for the instalment of communal meters (Article 13 of Federal Law No. 261 of 23 November 2009 "On Energy Saving and Improvement of Energy Efficiency, and on Amendments to Certain Legislative Acts of the Russian Federation");
- disputes on recovery of payment for restitution of damage caused by heavyweight transport vehicles, transport vehicles with a maximum authorized mass over 12 tons to federal public roads (Parts 17 and 20 of Article 31, Parts 1 and 6 of Article 31.1 of Federal Law No. 257 of 8 November 2007 "On Motor Roads and Road Activities in the Russian Federation, and on Amendments to Certain Legislative Acts of the Russian Federation").

44. In accordance with the fourth paragraph of Part 5 of Article 4 of the ComPC RF, it is not required to comply with the pre-trial manner of dispute settlement in cases, in regard of which commercial procedure legislation stipulates special features of consideration. Such cases include, in particular, cases:

- on establishment of facts that have legal significance;
- on award of compensation for the violation of the right to trial within a reasonable time or of the right to execution of a judicial act within a reasonable time;
- on insolvency (bankruptcy);
- on corporate disputes;
- on protection of rights and lawful interests of a group of persons;
- resolved in court order proceedings;
- pertaining to performance of functions of support and control in regard of arbitration courts by the commercial courts;

- on recognition and enforcement of foreign court decisions and foreign arbitration awards.

Moreover, the provisions of commercial procedure legislation do not provide for the pre-trial manner of dispute settlement when one applies to a commercial court with the following claims:

- on recovery from pledged property;
- against a subsidiary debtor in the absence of contract relations;
- on reparation of loss incurred due to causing of damage (Chapter 59 of the CC RF);
- of a person that restituted damage against the person that caused it (recourse claim);
- on establishment of easement, where the parties failed to agree on easement or its conditions;
- on recovery from a land plot;
- on invalidation of a transaction.

45. For economic actors challenging non-normative legal acts, decisions, actions (failure to act) of bodies vested with public powers and of their officials, obligatory pre-trial manner of dispute settlement consists in exhaustion of administrative remedies by such actors – in complaining against the challenged act, decision, actions (failure to act) in the stipulated manner, where federal law sets the realization of one's right to file a complaint as a condition for further application to court.

Provisions of the third paragraph of Part 5 of Article 4 of the ComPC RF regarding the pre-trial manner of settlement of economic disputes arising from administrative and other public legal relations do not apply if, in accordance with legislation, a person may choose the means of protecting its rights and lawful interests (whether to do so in the judicial or administrative manner). For example, proceeding from the provisions of Parts 1 and 1.1 of Article 52 of Federal Law No. 135 of 26 July 2006 "On Protection of Competition", a person may choose whether to challenge a decision and (or) directions of a territorial anti-monopoly body in a commercial court or complain against it before a collective body of the federal anti-monopoly body. Federal Law No. 289 of 3 August 2018 "On Customs Regulation in the Russian Federation and on Amendments to Certain Legislative Acts of the Russian Federation" (hereinafter – Federal Law on Customs Regulation) provides for a similar alternative-based manner of complaints. For instance, Part 1 of Article 286 of

Federal Law on Customs Regulation stipulates that a decision, action (failure to act) of customs bodies and their officials may be complained against before customs bodies and (or) challenged in court. Herewith, a person retains the right to apply to a commercial court after its complaint has been considered in the administrative manner.

46. For the purposes of applying the third paragraph of Part 5 of Article 4 of the ComPC RF, a person applying to a commercial court with a claim regarding the challenge of a non-normative legal act, decision, action (failure to act) of a state body (official) is regarded as having exhausted the administrative remedies, if its complaint was filed in compliance with the requirements stipulated in legislation. For example, when a tax payer challenges the decision of a tax body adopted following a tax inspection, the pre-trial manner of dispute settlement is regarded as complied with, if the complaint (appellate complaint) is filed by the tax payer in compliance with the requirements to the manner and period of submission, form and content of a complaint, stipulated in Articles 139.1–139.2 of the TC RF, and there are no grounds stipulated in Article 139.3 for the higher tax body to leave the complaint (appellate complaint) without consideration due to violations committed by the tax payer when submitting it.

If a person disagrees with the fact that the complaint it submitted was left without consideration (was returned, was not considered within the stipulated period), in particular due to refusal of the state body (official) to restore the period for submission of the complaint, the issue of whether the actions of the state body or official at the pre-trial (administrative) stage of settlement of the dispute were substantiated is considered by the commercial court during preparation of the case for the trial (Part 1 of Article 133, Items 1 and 6 of Part 1 of Article 135 of the ComPC RF).

A commercial court, having found that the state body refused to consider the complaint without substantiation, resolves the dispute on its merits. If the commercial court finds the refusal of the state body (official) to consider the complaint substantiated, the application submitted to the court is subject to be left without consideration by virtue of Item 2 of Part 1 of Article 148 of the ComPC RF.

If the person applying to the commercial court fails to comply with the requirements to the manner, period, form and content of the complaint (where the complaint was actually considered by a state body (official), as well as if the state bodies of their own accord remedy the violations they committed before the end of consideration of

the complaint, this does not constitute grounds for concluding that the pre-trial (administrative) manner of dispute settlement was not complied with.

47. By virtue of the third paragraph of Part 5 of Article 4 of the ComPC RF, it is obligatory to comply with the pre-trial manner of settlement of disputes arising from administrative and other public legal relations, in particular in the following categories of cases:

- on challenge of non-normative legal acts, actions (failure to act) of tax bodies and their officials, adopted during realisation of powers stipulated in the legislation on taxes and levies (Item 1 of Article 2, Item 2 of Article 138 of the TC RF);
- on challenge of decisions on refusal to provide state registration to legal persons and individual entrepreneurs (second paragraph of Item 1 of Article 25.2 of Federal Law No. 129 of 8 August 2001 "On State Registration of Legal Persons and Individual Entrepreneurs");
- on challenge of decisions adopted in accordance with Article 76.7-1 of Federal Law No. 86 of 10 July 2002 "On the Central Bank of the Russian Federation (Bank of Russia)" (Part 10 of Article 76.7-1 of Federal Law No. 86 of 10 July 2002 "On the Central Bank of the Russian Federation (Bank of Russia)", entering into force from 1 July 2021);
- on challenge of a decision to suspend cadastre record or of a decision to suspend state cadastre record and state registration of rights, adopted in regard of documents necessary for state cadastre record (Part 1 of Article 26.1 of Federal Law No. 221 of 24 July 2007 "On Cadastre Activities");
- on complaining against decisions of a controlling (oversight) body and the actions (failure to act) of its persons, which are within the jurisdiction of commercial courts, in the manner stipulated in Chapter 9 of Federal Law No. 248 of 31 August 2020 "On State Control (Oversight) and Municipal Control in the Russian Federation", the provisions of which enter into force with due regard to the special features stipulated in Article 98 of said Federal Law.

48. By implication of the third paragraph of Part 5 of Article 4 of the ComPC RF, since not stipulated otherwise in federal law, it is not required to comply with the obligatory pre-trial manner in the following economic disputes arising from administrative and other public legal relations:

- those concerning claims of persons regarding the imposition of a duty on a tax (customs) body to return the sums of taxes (customs payments), fees and fines recovered in excess, to pay interest (sub-Item 5 of Item 1 of Article 21, Article 79 of the TC RF, Article 147 of Federal Law No. 311 of 27 November 2010 "On Customs Regulation in the Russian Federation", Article 66 of the Customs Code of the Eurasian Economic Union);
- those in cases on challenge of a decision of a higher tax body, adopted following the consideration of a complaint (appellate complaint) (Item 5 of Article 140 of the TC RF);
- those concerning property claims of persons regarding the recognition of collection letters or decrees of tax (customs) bodies on recovery of taxes (customs payments), issued in accordance with Article 46 and Article 47 of the TC RF, Part 1 of Article 75 and Part 15 of Article 80 of Federal Law on Customs Regulation, as not subject to execution;
- those concerning claims for return (offset) of taxes (customs payments) paid in excess, stated after the refusal of tax (customs) bodies to voluntarily return (offset) the disputed sums upon the taxpayer's application (Article 78 of the TC RF, Article 147 of Federal Law No. 311 of 27 November 2010 "On Customs Regulation in the Russian Federation").

Closing Provisions

49. Due to adoption of this Ruling:

- Item 16 of Ruling of the Plenary Session of the Supreme Court of the Russian Federation No. 43 of 29 September 2015 "On Certain Issues Pertaining to Application of Norms of the Civil Code of the Russian Federation on Statute of Limitations" reads as follows:

> "16. If the parties use a pre-trial manner of dispute settlement stipulated in law or contract (e.g. mediation, filing a letter before action), then the calculation of the statute of limitations is suspended for the period stipulated in law or contract for conducting the corresponding procedure, and if such a period is not stipulated – for six months from the day of commencement of the procedure (Item 3 of Article 202 of the CC RF).

If the parties comply with the pre-trial manner of dispute settlement before the expiration of that period, the calculation of the statute of limitations is suspended for the time during which such a manner was being complied with. For example, the calculation of the statute of limitations will be suspended from the moment a letter before action is sent to the moment a refusal to satisfy it is received.

After the parties comply with the pre-trial manner of dispute settlement, the calculation of the statute of limitations continues (Item 4 of Article 202 of the CC RF). In this situation, the rule regarding the prolongation of the statute of limitations up to six months is not applied.";

– Item 43 of Ruling of the Plenary Session of the Supreme Court of the Russian Federation No. 7 of 24 March 2016 "On Court Application of Certain Provisions of the Civil Code of the Russian Federation regarding Liability for Breach of Obligations" is abrogated.

Chief Justice of the Supreme Court of
the Russian Federation V.M. Lebedev

Secretary of the Plenary Session, Judge of
the Supreme Court of the Russian Federation V.V. Momotov