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A COMPARATIVE ANALYSIS

OF OBLIGATIONS IN THE CONTEXT OF ANGLO-SAXON, ROMAN-GERMANIC, AND RUSSIAN LEGAL SYSTEMS

UN ANÁLISIS COMPARATIVO DE OBLIGACIONES EN EL CONTEXTO DE LOS SISTEMAS LEGALES ANGLOSAJÓN, ROMANO-GERMÁNICO Y RUSO

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ABSTRACT

Being the most important element of civil law, the law of obligations attracts the attention of scholars from different countries. The study of this topic reveals not only existing differences but also enriches the understanding of various legal approaches to the fulfillment of obligations in the world, which is crucial for the development of global norms and standards in the field of civil law. The study aims to identify the fundamental obligations of different legal families and correlate them with the Russian doctrine for the development of legal theory, practice, and education. This contributes to the creation of a more interconnected and complex legal community capable of addressing the complexities of the modern world. Within the framework of this study, the authors compared the legal nature of obligations in the Anglo-Saxon, Roman-Germanic, and Russian legal systems. The topic was discussed using general scientific methods (systemic, theoretical analysis) and special scientific methods (comparative law, logical, technical, and legal analysis, specification, and interpretation). The analysis of obligations within the Anglo-Saxon, Roman-Germanic, and Russian legal systems emphasize the influence of historical, cultural, and philosophical foundations on the development of legal institutions, including the concept of obligations. The work done reveals the adaptation of law to modern socio-economic realities, showing how Russian law synthesizes elements of different traditions, which leads to the harmonization and evolution of legal concepts. This study stipulates the need to respect the diversity of legal traditions when searching for optimal solutions in civil law with due regard to modern social needs and challenges.

Keywords: Obligations, Fulfillment of obligations, Liability for failure to fulfill obligations.

RESUMEN

El derecho de obligaciones, siendo un elemento crucial del derecho civil, atrae la atención de académicos de diferentes países. El estudio de este tema no solo revela las diferencias existentes, sino que también enriquece la comprensión de la diversidad de enfoques legales para el cumplimiento de obligaciones en todo el mundo, lo cual puede ser importante para el desarrollo de normas y estándares globales en el campo del derecho civil. El objetivo del estudio es identificar los conceptos fundamentales de las obligaciones de diferentes familias legales y correlacionarlos con la doctrina rusa para desarrollar la teoría legal, la práctica y la educación. Esto contribuye a crear una comunidad legal global más interconectada y compleja, capaz de abordar las complejidades del mundo moderno. En este estudio, los autores realizaron un análisis comparativo de la naturaleza legal de las obligaciones en las familias legales anglosajonas, romano-germánicas y las obligaciones en Rusia. La divulgación del tema se llevó a cabo desde la posición de métodos científicos generales de conocimiento (análisis sistémico, teórico); métodos científicos especiales: jurisprudencia comparativa, análisis lógico, técnico-jurídico, especificación, interpretación. El análisis de las obligaciones dentro de los sistemas legales anglosajones, romano-germánicos y rusos destacó la influencia de las bases históricas, culturales y filosóficas en el desarrollo de las instituciones legales, incluyendo el concepto de obligaciones. El trabajo permite concluir sobre la adaptación del derecho a las realidades socioeconómicas modernas, mostrando cómo el derecho ruso sintetiza elementos de diferentes tradiciones, lo que lleva a la armonización y evolución de conceptos legales. Este estudio confirma la necesidad de respetar la diversidad de tradiciones legales al buscar soluciones óptimas en el derecho civil, teniendo en cuenta las necesidades y problemas sociales contemporáneos.

Palabras clave: Obligaciones, Cumplimiento de obligaciones, Responsabilidad por incumplimiento de obligaciones.

INTRODUCTION

With growing globalization and cross-border business relationships (including international trade), there is a convergence of approaches to regulating obligations in different legal systems. Highlighting generally accepted standards, the Anglo-Saxon law contains some elements of the Romano-Germanic legal system, where codification plays an important role in the unification of rules. Electronic contracts and digital transactions also require legal systems to adapt and create new regulatory frameworks to effectively protect the rights of all parties (Gongalo, 2017; Govindaraj, 2019; Bertea, 2022; Hendley & Solomon, 2023).

Each legal system has unique mechanisms and features. As a result, the grounds for the termination of obligations can have different consequences in each country.

This study hypothesizes that the termination of civil obligations depends on the economic activities of countries and is conditioned by their historical and cultural specifics. To test this hypothesis, the article aims to identify the fundamental obligations of various legal families and relate them to the Russian doctrine. It analyzes the conceptual foundations and uses cases of obligations in the Anglo-Saxon, Roman-Germanic, and Russian legal systems, assessing historical, cultural, and philosophical influence on their evolution.

For this purpose, the following tasks were defined:

- Compare the fundamental principles of obligations in the Anglo-Saxon, Roman-Germanic, and Russian legal traditions.
- Assess how the historical and cultural context shaped the legal institutions and doctrines of obligations in these systems.
- Identify common features and differences in approaches to obligations to understand their consequences for legal theory and practice.

MATERIALS AND METHODS

The study uses a doctrinal research method, focusing on the comparative analysis of legal texts, statutes, and judicial decisions across the Anglo-Saxon, Roman-Germanic, and Russian legal systems. This method involves a critical examination of legal sources to comprehend the principles and doctrines of obligations, combined with historical and contextual analysis to assess the impact of cultural and philosophical factors on the development of legal concepts.

RESULTS AND DISCUSSION

The formation and development of continental law was strongly influenced by Roman law. For example, the principle of contract compliance contributed to the concept of termination of obligations through their execution in strict accordance with the terms of the contract (Sukhanov, 2017).

In countries of the Anglo-Saxon legal tradition (the United Kingdom, the United States, etc.), obligations are interpreted in the context of common law. The main source of regulation is case law based on court decisions.

Obligations are regarded as the result of an agreement between the parties, and judicial practice focuses on the principles of fairness and good faith when resolving disputes. In the Anglo-Saxon legal system, the principle of contractual freedom prevails, where the parties have ample opportunities to formulate the terms of their obligations. As Popondopulo (2009), notes, significant attention is paid to the fulfillment of contractual obligations, and non-fulfillment of an obligation is considered from the perspective of compensation for damages.

Unlike common law, the Romano-Germanic doctrine emphasizes the principle of pacta sunt servanda (contracts must be respected), as well as the strictness and immutability of contractual obligations. In addition, obligations are considered in the context of public policy, and judicial interpretation of codified rules is important but not decisive (Radbruch, 2004). In countries of the Romano-Germanic legal tradition (Germany, France, and Italy), obligations are governed by codified laws and are considered in the context of the civil code, where laws define the types and conditions of obligations, as well as the consequences of their violation.

Despite these differences, a common feature of the systems under study is their desire to ensure timely and complete fulfillment of obligations, which is expressed in the proper performance of all established requirements defined in the agreement. However, there are unique features of regulating obligations in each state. In conformity with the French Civil Code and the German Civil Code, if the deadline for fulfilling the obligation is not established, it must be fulfilled immediately. This differs from the approach adopted in the Russian legislation, which provides a reasonable period for fulfilling the obligation.

The place of performance of a civil obligation is a key condition for the proper fulfillment of obligations in both continental and common laws. Under continental law, the place of execution can be the location of the debtor, thing (real estate), or enterprise. In common law, the place of performance may be the place of business of the seller.

The proper fulfillment of an obligation is the most common way to terminate a legal relationship. In various legal systems, there are also other grounds for termination, including set-off, novation, debt forgiveness, deposit, destruction of a thing, merger of debtor and creditor, and impossibility of performance. When analyzing the legislation of foreign countries, the set-off of homogeneous claims is widely used. However, there are differences in the basic conditions of its application (Khval, 2018).

Article 387 of the German Civil Code states that each party has the right to consider its counterclaim in the event of:

- the emergence of their right to demand the fulfillment of the corresponding obligation;
- the possibility of fulfilling their obligation.

According to Article 390 of the German Civil Code, a claim against which an objection has been filed to the court cannot be set off. The German law establishes that a claim against the state or state land within the framework of a set-off is only possible if the obligation is to be fulfilled to a specific budget, which should satisfy the claim of the person requiring a set-off. On the contrary, a set-off in France is realized without the parties applying and even without notifying the debtors. According to Article 1290 of the French Civil Code, both debts cease mutually at the moment when they become simultaneously existing. This rule differs from the set-off of counterclaims in Russian legislation, which requires the filing of an application by the counterparty.

In the common law of the UK and the US, a set-off is not regulated by law, and obligations are not extinguished by similar counterclaims. To terminate such obligations in common law, the creditor and the debtor must agree on the mutual repayment of debts. Indeed, recognizing similar counterclaims a priori as offset and repaid following the law simplifies business transactions.

When analyzing Article 1271 of the French Civil Code, novation is realized through three mechanisms. The first provides for the replacement of the original debt by its termination and the emergence of a new debt consolidated in the agreement. Such a mechanism corresponds to the Russian approach to novation but is too vague, which makes it difficult to distinguish between novation and compensation in Russian law. The second and third mechanisms enshrined in the French Civil Code allow the replacement of the creditor or the debtor in the obligation, which indicates the direct impact of the Roman concept of novation (Chegovadze, 2018).

After comparative-legal analysis, we can conclude that the interpretations of novation in the French legislation are similar to the Russian institution of replacing persons in an obligation. Accordingly, some lawyers consider the second and third methods of novation in France as cession. In Russian law, novation occurs between the parties to the original agreement and affects the obligation in terms of its content and/or its basis. In common law, it is possible to consider such a basis for the termination of obligations as a specific institution of a merger. Under this mechanism, one obligation absorbs another, which leads to its termination, while the clause of the obligation remains unchanged and the connection between the parties to legal relations

is preserved. Only the form of the obligation changes, for example, an oral agreement absorbs a written obligation.

Debt forgiveness or release from the performance of an obligation is an additional ground for the termination of obligations by the German Civil Code. According to these provisions, obligations are terminated if the creditor releases the debtor from fulfilling the obligation with their consent. In addition, an obligation can be terminated if the agreement between the creditor and the debtor states that the obligation does not exist.

We conducted a comparative legal analysis of Russian and other doctrines and concluded that the influence of Roman law is the basis for perceiving the termination of obligations. However, the implementation of mechanisms for terminating civil obligations is different due to the historical, social, and economic characteristics of each state.

While analyzing various grounds for the termination of obligations, it is worth mentioning that some of them are similar but have different legal consequences. Law is flexible and depends on the political system and market dynamics of a particular society.

In French legislation, there is no institution of the impossibility of fulfilling an obligation, which causes problems when an item is destroyed, withdrawn from civil transactions, or lost although it is intended to be transferred under a contract. A similar situation is typical of Russia, which shows a similarity between the French and Russian models of termination of obligations. In both legal systems, the termination of an obligation is associated exclusively with the permanent (irremovable) impossibility of fulfillment. In French law, this norm is enshrined in Article 1218 and Article 1351 of the French Civil Code. In Russian law, there is Clause 36 of Resolution of the Plenum of the Supreme Court of the Russian Federation of June 11, 2020 No. 6 “On certain issues of application by the courts of the Civil Code of the Russian Federation on the termination of obligations”.

The analysis conducted shows that in terms of regulating relations connected with the impossibility of fulfilling an obligation the French and Russian legislators implement similar models of legal regulation.

In continental law, the main method of legal protection in case of the non-fulfillment of an obligation is enforcement. Only if it is impossible to make the debtor fulfill their obligations, it is replaced by monetary compensation. In Anglo-Saxon law, the main method of protection is monetary compensation by the debtor for the losses caused by the breach of their obligation. The principle of specific performance of the contract can be approved by a court decision in each specific case.

The analysis of the fulfillment of obligations in the Anglo-Saxon and Roman-Germanic legal systems showed significant differences in approaches to legal protection in case of the violation of contractual obligations. In Anglo-Saxon law, the emphasis is laid on mechanisms of monetary compensation for the damages caused by non-performance. In Roman-Germanic law, enforcement remains more common.

Highlighting the principles of objective and volitional theories of contract, as well as the principle of pacta sunt servanda on approaches to the fulfillment of obligations, we can conclude that the main differences in the regulation of obligations are associated with these principles in each legal system. Despite their differences, all legal traditions strive to ensure fairness and efficiency in the performance of obligations, and various approaches are the result of the historical and cultural development of each legal system.

The comparative-legal analysis of obligations in the Anglo-Saxon and Romano-Germanic legal systems determines not only their historically established features but also allows us to predict their interaction in the future.

In conformity with the Russian doctrine, an obligation is one of the basic concepts of civil law, which means a legal connection between two or more parties. As a result, one party (creditor) has the right to demand from the other party (debtor) to perform certain actions or refrain from them. An obligation arises from various grounds, such as contracts, illegal acts, or omissions, as well as from other grounds provided for by law. According to Levushkin & Kuzmina (2020), an obligation is a legal connection between two or more people, in which one person (the creditor) has the right to demand from another person (the debtor) certain behavior or abstinence from certain behavior.

The creation of an obligation is associated with certain characteristics. The concept of obligations plays an important role in civil law as it is the basis for law enforcement agencies in resolving disputes and conflicts related to the violation of such obligations.

The first feature of an obligation is a bilateral nature. Any obligation is two-sided since it refers to both the creditor and the debtor. The creditor is the party who has the right to demand the fulfillment of such an obligation, and the debtor is the party who must fulfill the obligation. An example of a bilateral obligation is a sales contract.

The second feature of an obligation is a specific object. This object can be any property or intangible benefit valued in monetary terms, for example, providing a service, transferring money or things, etc. An obligation cannot

be abstract since it is always associated with a specific subject.

The third feature of an obligation is legality. The obligation must arise because it does not contradict the existing law. It cannot be created by violating the law or moral standards of society. An illegal obligation has no legal force and cannot be enforced.

The fourth feature of an obligation is its temporary nature. The obligation is a temporary phenomenon, i.e., it arises at a certain point in time and has deadlines for fulfillment and termination. For example, when concluding a contract for the sale of goods, the parties determine the deadlines for fulfilling the obligations that must be met.

The fifth feature of an obligation is the possibility of its transfer to third parties. The relevant literature states that the parties to an obligation have the right to transfer their rights and obligations to third parties (Melnichenko, 2017). For example, the creditor may transfer its right to collect the debt to a third party.

Obligations represent legal facts regulated by civil and other legislation and giving rise to legal relations, as a result of which one party (the debtor) assumes the obligation to perform (or not to perform) some action, and the other party (the creditor) acquires the right to demand such behavior. Article 307 of the Civil Code of the Russian Federation establishes a list of grounds for the emergence of obligations, including contracts, damage, other transactions, unjust enrichment, and the grounds specified in Article 8 "Grounds for the emergence of civil rights and obligations".

Having analyzed the civil legislation of Russia, we showed the inconsistency of Article 8 and Article 307 of the Civil Code of the Russian Federation. Thus, Article 307 regards the norms of the Civil Code of the Russian Federation as the grounds for the emergence of obligations. Article 8 states that the grounds for the emergence of civil rights and obligations may be events whose civil consequences are associated with laws or other legal acts. In this regard, the grounds for the emergence of obligations can be determined not only by the Civil Code but also by other laws and legal acts. For example, a considerable number of them are formulated in the Housing Code of the Russian Federation (social rent tenancy agreements), the Family Code of the Russian Federation (alimony obligations), transport charters, etc. Legal science claims that a wide range of legislative acts on the emergence of obligations and their insufficient legal regulation often give rise to inaccuracies and difficulties, which is confirmed by judicial practice and law enforcement practice (Khval, 2018).

Although the conflict between Article 8 and Article 307 of the Civil Code of the Russian Federation is quite rare in civil cases, it sometimes occurs (Svirin, 2018). To eliminate this contradiction, it is logical to amend Article 307 on the grounds for the emergence of obligations, indicating that the basis for the emergence of civil rights and obligations may be events with which laws or other legal acts connect the occurrence of civil consequences.

The proper fulfillment of obligations is the foundation for economic development. In commercial activities, there are often errors made by the parties to obligations due to legal conflicts, which gives rise to legal disputes and increases the burden on the court. At the core, any obligation strives to be fulfilled. The Civil Code of the Russian Federation provides for the following principles for the fulfillment of obligations: the principle of proper fulfillment of obligations, the principle of specific performance of obligations, the principle of the inadmissibility of unilateral refusal to fulfill an obligation, the principle of assistance of the parties in execution, and the principle of economic execution. Sinaisky (2002), argues, *"*Execution ***is recognized as valid (correct) when it is performed:***

a) By an authorized person;

b) At the proper time and proper place;

c) In an appropriate manner". (p. 258)

There is no unified approach to determining what actions refer to the fulfillment of an obligation in Russian civil law. The first approach is that execution is understood as unilateral transactions of the parties. Sarbash (2016), writes:

The fulfillment of an obligation, consisting in the actions of the debtor to fulfill and the actions of the creditor to accept the fulfillment, represents the will of the parties, each of which can be considered a unilateral transaction but together they form a transaction for the fulfillment of the obligation, terminating the obligatory legal relation (p. 336).

According to other scholars, execution as an action constitutes a legal act.

We should pay attention to the deadline for fulfilling an obligation which can be determined by agreement of the parties, by law, or by demand. According to Article 837 of the Civil Code of the Russian Federation, the bank is obliged to issue a deposit to the depositor immediately upon the depositor's request.

The Russian legislator does not set a deadline for the creditor to submit a claim. However, this gap may violate the interests of the debtor. In this connection, the period for filing claims should be limited by the general period of limitations. At the same time, Article 33 of the 1980 UN

Vienna Convention on Contracts for the International Sale of Goods refers to a reasonable period. Vinichenko & Raynikova (2018), that the concept of reasonable time is clarified by the court when deciding on a specific case. Thus, it is futile to clearly define the term "reasonable". The reasonableness of a period may be influenced by the nature of the obligation, the relationship of the parties, external circumstances, and other factors.

The Russian legislation allows the early fulfillment of an obligation by the debtor, except in the cases where the parties to the obligation are not entrepreneurs, or if early fulfillment contradicts the current provisions of the law, the terms of the contract, etc. In some cases, agreements between banks and entrepreneurs intentionally include conditions on the part of banks that allow the early repayment of a loan without the bank's consent only after the payment of a commission.

The designation of the parties to an obligation (the debtor and creditor) in Russian legislation is rather conditional since one party can be both the debtor and the creditor in the same obligation. The obvious basis for the creditor to exercise their right to defense in an obligation will be an offense on the part of the debtor. It can be qualified as part of a general failure to perform. The violation of the obligation by one of the parties is considered substantial if it entails such damage for the other party that it becomes significantly deprived of the initial right upon concluding the contract. In the Russian doctrine, there is a discussion on whether the violation of an obligation by the debtor is considered significant if the creditor decides not to refuse performance but only to suspend it. In our opinion, it is not always the case. However, the suspension of counter-performance should be justifiably coercive, when failure to perform by the debtor (even if not fundamental) creates a situation where counter-performance by the creditor will be risky. It is up to the creditor to take the risk and ensure counter-performance or to suspend it.

The creditor has the right to choose a method of protecting their right if the debtor does not fulfill their obligation within the prescribed period. Based on this formulation, there is a possible offense on the part of the debtor, i.e., delay in performance. Thus, there should be a connection to such a condition for the fulfillment of an obligation as the deadline.

When the debtor's violation is just foreseen, it is possible to exercise one's right to refuse or even suspend execution only if the foreseen violation is classified as fundamental. For example, a loan agreement sometimes offers the so-called open line of credit for the borrower, when the loan amount is provided in separate payments at the request of the borrower. In such a situation, the lender can use the right to suspend execution if circumstances are discovered that indicate a decrease in the borrower's solvency. The degree of probability that the debtor will not perform within the prescribed period should be high or very high. Otherwise, any foreseeable violation can be justified and the right to reciprocal non-performance can be invoked. Therefore, it is recommended that the creditor enter into more detailed contact with the debtor to clarify the prospects of the debtor's foreseeable failure to fulfill the obligation. This means that the principle of cooperation of the parties must apply in obligatory legal relations. When making a decision, the court should examine the circumstances indicating such cooperation or its absence due to the fault of any party.

It would be more logical to avoid the debtor's offense foreseen by the creditor with the latter's right to suspend counter-performance rather than with the right to refuse execution. According to Gonzalo (2017), the debtor needs to try hard to create the image of such an expected offense so that the creditor immediately refuses to perform.

The creditor's refusal to perform is a coercive and exceptional measure when the violation on the part of the debtor is fundamental.

Not any failure to perform on the part of the debtor should entail a refusal to counter-performance on the part of the creditor, its suspension in the event of a foreseeable minor violation by the debtor, or compensation for damages. Such an unjustified reaction of the creditor can destabilize the contractual relationship between the parties and the mutual fulfillment of the obligations under the contract.

The Russian legislature establishes the interchangeability of general provisions on obligations and contracts when it comes to contractual obligations.

The material nature of the violation (when refusing counter-performance) refers to the judicial procedure for terminating the obligation under Article 450 of the Civil Code of the Russian Federation.

Refusal to reciprocal performance is a variant of reciprocal non-performance aimed at the termination of the obligatory relations. Both options serve to protect the rights of the party entitled to the contractual obligation (the creditor) in the event of an actual or foreseeable violation of the contract by the obligated party (the debtor).

About a contractual obligation, the expression "failure to perform" used by the Russian legislator covers a wider range of offenses on the part of the debtor than simply unstarted or unfinished performance. This means that

the debtor either does not fulfill the obligation or fulfills it improperly.

The debtor may fulfill its obligations with a breach of the time, place, method, and subject of performance. In each case, it will be discovered that performance contradicted the terms and conditions required by the contract.

The grounds for applying the methods of protecting the creditor's rights specified in the law are both an actual offense on the part of the debtor and an offense foreseen by the creditor and expected from the debtor, based on certain circumstances that indicate that such an offense is likely to occur. This offense is characterized by the fact that the debtor does not perform within the prescribed period.

Accordingly, it can be assumed that the violation on the part of the debtor foreseen by the creditor is a special case of the improper performance of an obligation, i.e., late performance.

Russian law emphasizes not the refusal to fulfill an obligation by the creditor in response to the debtor's failure but the suspension of performance. The law recommends starting with this method of protection not to break the existing (established) contractual relationship between the parties. Suspended performance on the part of the creditor serves not only to protect its rights in the contract but also as a measure of operational influence on the debtor who does not perform. The law recommends resorting to suspension as a way of protecting the creditor's rights in the contract. In some cases, the law obliges the creditor to use exactly this method of protection, without severing the contractual relations with the counterparty, which ensures the stability of civil transactions.

The reciprocal non-performance of a contractual obligation is an extrajudicial procedure realized through refusing counter-performance or suspending such performance. The suspension of counter-performance is a preventive option for reciprocal non-performance but only within the framework of an existing contractual relationship between the parties. Subsequently, it aims at the preservation of the contractual obligation. Refusal to counter-performance should be regarded as an obvious option for reciprocal non-performance pursuing the termination of the contractual relationship.

The study of the legal nature of obligations in the Anglo-Saxon and Romano-Germanic legal systems allows us not only to better understand their features but also to identify prospects for the development of civil law in Russia in a modern multinational and multicultural society. In a dynamic world where interaction between different legal systems is becoming intense, understanding the characteristics of obligations in the context of different legal traditions is an important element in the formation of the global legal space.

A comparative legal analysis of obligations in the Anglo-Saxon and Romano-Germanic legal systems reveals key differences in the formation, interpretation, and execution of such obligations. The consideration of obligations in the context of civil law, as well as the analysis of the Anglo-Saxon, Roman-Germanic, and Russian laws, allows us to identify key principles and approaches to understanding civil obligations.

There is a need for the constant exchange of experience between different legal systems to improve their methods for regulating obligations. In this regard, the development of the Russian doctrine provides a unique opportunity to enrich and improve legal institutions based on world practice. The key conclusion is not only the discovery of similarities and differences in the regulation of obligations but also the understanding that each legal tradition has unique features conditioned by history, culture, and society. This diversity highlights the rich legal heritage and ensures dialogue and mutual understanding.

The study of modern legal systems indicates, on the one hand, differences in the regulation of obligations and, on the other hand, the harmonization of legal regulations, which determines the termination of civil obligations in different legal systems.

CONCLUSIONS

In the course of the study, we described the fundamental principles of Roman law (for example, ***pacta sunt servanda***), emphasized monetary compensation in the Anglo-Saxon legal system, and compared them with the predominance of actual performance in Roman-Germanic law. As a result, we traced how cultural, historical, and philosophical foundations influence the formation of legal institutions, including the institution of obligations.

Law adapts to modern social and economic conditions, as can be seen in the development of the Russian doctrine. Considering that Russian law synthesizes elements of various legal traditions, we are witnessing the harmonization and evolution of legal concepts in the context of world law.

The study of obligations in civil law allows one not only to understand the historical roots of modern legal systems but also to show the influence of cultural, social, and philosophical factors on the principles of fulfillment of obligations. This analysis calls for maintaining respect for the diversity of legal traditions and for finding optimal

solutions in the field of civil law with due regard to modern challenges and needs of society.

Russian law is conceptually based on Roman law, is the law of pandects, and is part of the Romano-Germanic legal family. The concept and legal nature of obligations in Russia have their national features and traditions, which distinguish them from the law of other countries belonging to Roman-Germanic law.

In continental law (including Russian law), the main method of legal protection in case of failure to fulfill an obligation is enforcement. In Anglo-Saxon law, the main remedy is to force the debtor to pay monetary compensation for the losses caused by the breach of their obligation.

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