Aplicación de una estructura contractual específica a favor de un tercero en contrato de transporte de pasajeros

Applying a specific contractual structure in favor of a third party to a passenger carriage contract

DOI: https://doi.org/10.17981/juridcuc.16.1.2020.14

Fecha de Recepción: 17/09/2019 Fecha de Aceptación: 10/02/2020

Diana Sergeevna Fedotova
Ulyanovsk State University. Ulyanovsk (Russian Federation)
diana_fedotova80@mail.ru

Para citar este artículo:
Fedotova, D. (2020). Aplicación de una estructura contractual específica a favor de un tercero en contrato de transporte de pasajeros. *Jurídicas CUC*, 16(1), 323–338. DOI: http://dx.doi.org/10.17981/juridcuc.16.1.2020.14

Resumen

El artículo analiza la posibilidad de conformar un contrato de transporte de pasajeros de acuerdo con el modelo de contrato a favor de un tercero. En caso de que las organizaciones celebren contratos para el transporte de grupos organizados de pasajeros, se puede aplicar una estructura contractual específica a favor de un tercero. Como terceros a cuyo favor se celebra el contrato de transporte de pasajeros, se pueden considerar menores de edad. Se revelan las contradicciones de la legislación civil actual con respecto a la calificación de menores como pasajeros. La base metodológica del estudio está conformada por los siguientes métodos. El enfoque sistemático se ha utilizado para identificar el papel y el lugar del contrato de transporte de pasajeros en el sistema de contratos de derecho civil e identificar contradicciones en el derecho civil. El método de comparación se ha utilizado activamente para identificar similitudes y diferencias en la regulación legal del contrato de transporte de pasajeros según el derecho y la legislación de varios estados. El método de modelado legal se ha utilizado en el análisis de estructuras contractuales específicas, que constituyen modelos legales, y en el diseño del contrato de transporte de pasajeros. También se han utilizado métodos de lógica formal y dialéctica. La contribución al estudio, la constituye la argumentación científica de la necesidad de mejorar la estructura legal del contrato de transporte de pasajeros según el modelo del contrato a favor de un tercero.

Palabras clave : Código compartido; contrato a favor de un tercero; contrato de transporte; menores de edad; transportista, estructuras jurídicas.

Abstract

The article considers the possibility of drawing a passenger carriage contract based on the model of beneficiary contracts. In the case of the conclusion by organizations of carriage contracts for organized groups of passengers, a specific contractual structure in favor of a third party may be applied. Minor children can be considered third parties in whose favor a passenger carriage contract is concluded. The contradictions of the current civil legislation regarding the consideration of minor children as passengers have been revealed. The methodological basis of the study includes the following methods. A systematic approach is used to identify the role and place of the passenger carriage contract in the system of civil law contracts, as well as contradictions in civil law. Comparison is actively used to identify similarities and differences in the legal regulation of the passenger carriage contract under the legislation of various countries. Legal modeling is used in the analysis of specific contractual structures, which are legal models, and in modeling the structure of the passenger carriage contract. Methods of formal and dialectic logic are used as well. The contribution to the study of the issue is associated with the scientific justification of the need to improve the legal structure of the passenger carriage contract according to the contract model in favor of a third party.

Keywords: Beneficiary contract; carriage contract; codeshare; minor children; carrier, statutory concept.

Introduction

A special contractual structure in favor of a third party has long been used in civil circulation and is the current spotlight of civilians (Butovskii, 1910; Sinaiskii, 1918; Savatier, 1972; Pobedonostsev, 2003; Novitskii, 2006; Musabirova and Hamitov, 2017; Kirillova, Bogdan, Lagutin and Gorevoy, 2019; Lenkovskaya, Kuleshov, Turkin and Burova, 2019; Savtsova, Volkova, Bogmatsera and Lutovinova 2019). It is used to regulate public relations in many areas of the Russian economy. Transport services are no exception. The statutory concept of a beneficiary contract is often considered in relation to a contract for the carriage of goods. This statement concerns not only the Russian civil law but also the legislation of other states. According to Dutch Civil Code (Art. 6:253, Part 1), a reference to a clause in the contract stipulates the right of a third party that is not a party to this contract to demand its execution by one of the actual parties to the contract (Van de Velde, 2015). However, this reference is also applicable to other transportation obligations, in particular, to passenger carriage contracts. At the very least, we should consider its possible use for transporting organized groups of passengers and minor children, as well as concluding codeshare agreements. We should examine each of these cases starting from the general idea of a special contractual structure in favor of a third party.

The doctrinal aspect of this study is also connected with the fact that the regulation of passenger carriage contracts does not fully comply with the existing circumstances. There is no unequivocal scientific view on the essential conditions of such agreements; specific features of transportation services are not defined.

The study aims to form a comprehensive scientific concept of the possible transformation of a passenger carriage contract into a beneficiary contract.

To achieve this objective, it is necessary to solve the following tasks:

- To define a statutory concept and special contractual structure;
- To form a scientific concept of beneficiary contracts;

- To analyze the possibility of regarding passengers traveling in an organized group as third parties;
- To prove the possibility or impossibility of drawing a codeshare agreement based on a draft contract made in favor of a third party;
- To determine the legal status of transported minor children who have not directly concluded a passenger carriage contract;
- To study the legal experience of other countries regarding the requalification of a passenger carriage contract into a beneficiary contract;
- To propose a new wording of a passenger carriage contract.

Methodology

While working on the article, we used the following main methods: a systematic approach, methods of comparison, description and interpretation, as well as theoretical methods of formal and dialectical logic. We also used specific scientific methods, including comparative-legal, the interpretation of legal norms and legal modeling.

Results

In the course of the study, we have revealed contradictions of the current legislation governing passenger carriage contracts. For instance, it does not let passengers conclude a contract as a third party. As exemplified by the purchase of tickets for an organized group of people, any member of such a group becomes a passenger from the moment they use their ticket and thereby express their desire to assume a transportation obligation replacing the creditor. Up to this point, they have the right to enter into a contract not secured by a subjective obligation. Thus, it is a third party in whose favor a passenger carriage contract is concluded. Consequently, it is necessary to improve the structure of a passenger carriage contract using the model of a beneficiary contract. In this case, it is necessary to determine the passenger's status.

We have concluded that codeshare contracts can be considered as contracts made in favor of a third party. However, they are not passenger carriage contracts and refer to agreements on joint activity concluded between various transport organizations.

It is necessary to eliminate the incorrect wording of Clause 3, Article 786 of the Civil Code of the Russian Federation - ГК РФ (Part. Two, Chap. 40, 1996) to determine the legal status of children who do not directly conclude a passenger carriage contract. The concept of codeshare should be enshrined at the legislative level and clearly define the subject matter of the agreement on blocking passenger seats concluded by carriers.

Discussion

Ilyushina (2017) claims that "there is still no sustainable practice of considering a number of contracts as contracts made in favor of a third party" (p. 6). Although pre-revolutionary and Soviet scholars studied beneficiary contracts, some issues that arise in law enforcement remain unaddressed. First of all, we should note that any statutory concept is a legal model that can reflect only the most significant features of the original version. In this case, the original version is represented by a civil contract or rather a group of contracts having similar features. It is worth mentioning that special contractual structures were formed as a result of typifying contract law. They are normative rules of conduct that should be applied each time a combination of features enshrined in the statutory concept is found in any given contract.

Vitryanskii (2011) distinguished between two specific features typical of any beneficiary contract. First, such an agreement should stipulate that the debtor shall fulfill their obligation not in favor of the creditor but a third party (indicated or not specified in the corresponding agreement). Second, a third party in whose favor a contract is to be executed is vested with an independent right to claim in respect of the debtor under the above-mentioned contractual obligation (Vitryanskii, 2011). At the same time, a third party is not a party to a contract. The current English legislation provides for similar rules

(Sir Anson, Sir Beatson, Burrows and Cartwricht, 2010; Elliott and Quinn, 2011; Beatson, 2010). The pre-revolutionary Russian civilist Nolken (1885) noted that a contractual structure in favor of a third party implies that the counterparty to some agreement "is not a third party but rather the one to whom the execution of the contract was guaranteed by the promisor, i.e. the primisee" (p. 9). Most scholars claim that the subjective law of a third party arises from the moment such a person expresses their intention to enter into a contractual relationship (Gulyaev, 1912; Shershenevich, 1995).

We should consider a case when some organization concludes a passenger carriage contract with a carrier for transporting an organized group of people. In this case, the above-mentioned transport organization acts as a passenger (a party to the contract), while members of this organized group should be qualified as third parties in whose favor the contract is made.

The Ministry of Transport of the Russian Federation (Order No. 473, 2013) "on approving the conditions of railway carriage for passengers, baggage and cargo luggage" enables organizations to send written requests in order to reserve seats for an organized group of passengers on long-distance trains in the period from 45 to 10 days before the departure. This request (application) should be accompanied by a "list of all passengers" indicating their personal data. In this context, we do not consider the transportation of an organized group of minor children which will be discussed further in the article. According to the Ministry of Transport of the Russian Federation (Order No. 120, 2008) "on approving the forms of transportation documents for railway carriage for passengers, baggage and cargo luggage", a travel document (ticket) for an organized group of citizens should indicate the name of the group leader and the full information of the leader's identity card.

We should note that the above-mentioned regulatory act refers to members of an organized group as passengers. Egiazarov (2004) also defined passengers as "people carried by a means of transport who are not members of its official personnel (crew) and have a special ticket" (p. 141). A similar definition can be found in the General Conditions of Carriage for Passengers and Baggage of Air France

(2019). Based on their definition, a passenger can be a person who is not involved in concluding a passenger carriage contract. According to Article 786 of the Civil Code of the Russian Federation (ГК РФ, Part. Two, Chap. 40, 1996), a passenger is a person who has concluded a passenger carriage contract and has paid the established fare. Strictly speaking, some organization is regarded as a party to the contract rather than individual passengers. However, Clause 36 of the conditions of railway Carriage of Passengers (Ministry of Transport of Russia, Chap. II, 2013), baggage and cargo luggage indicates that an organized group should include at least ten people who have paid the established fare. As a result, each passenger makes a separate payment but a travel document is issued in the name of the group leader (Ivanov, 2000). In addition, legal entities often issue the booked travel documents (tickets) by paying the established fare in cash or by bank transfer no later than the deadline set by a specific means of transport (Grishaev and Erdelevskii, 2007). In particular, Belyaeva (2018) provided an example of a services contract for transporting the customer's employees on suburban trains (in this case, the customer's employees use the right of free travel but the customer pays for these services directly to suburban carriage companies). The litigation practice also considered such cases. For instance, some case materials show that the "Zodchii, OOO" company paid for the transportation of its employees to the other party "OGNI GORODA" based on contract (Zodchii, 2011).

In our opinion, there is an obvious contradiction in the current law. A member of an organized group becomes a passenger from the moment they use their ticket and thereby express their desire to assume a transportation obligation replacing the creditor. Up to this point, they have the right to enter into a contract not secured by a subjective obligation. Thus, it is a third party in whose favor a passenger carriage contract is concluded.

In this regard, it is crucial to analyze the connection between charter contracts and carriage contracts in relation to an organized group of passengers. Should an organization concluding a contract for its employees be considered as a charterer and a railway carrier as a freighter? Then the subject matter of the contract will be the

provision of some capacity of the vehicle for transporting passengers. We believe that the answer to the above-mentioned question should be "no". Charter contracts differ from passenger carriage contracts since they are concerned with nonscheduled operations. Railway passengers are carried on a regular basis and in conformity with a predetermined schedule. Therefore, the carrier's counterparty cannot change the train route, as well as the time of its departure and arrival.

In addition, charter contracts do not charge any additional fee for booking seats. On the contrary, a railway carrier transporting an organized group of passengers charges a fee for each seat they book. The conclusion of a passenger carriage contract (instead of a charter contract) is certified by a ticket. In this case, a ticket is issued to the group leader. Thus, it is possible to apply a contractual structure in favor of a third party only to passenger carriage contracts.

The legislation and litigation practice of some countries consider passenger carriage contracts as agreements made in favor of a third party. However, this rule applies only to cases when it is necessary to pay damages for the harm caused to the life and health of passengers who did not directly participate in the conclusion of their carriage contract. The Russian law and civil doctrine proceed from the fact that damages in tort are an independent social institute and are isolated from other contractual obligations.

The continental legal system uses a different approach (Palandt, 2011; Larenz, 1987; Medicus and Lorenz, 2012). In this case, a third party acquires personal benefits (own claim) from a contract. In particular, this fact is proved by historical and critical comments on the German Civil Code (Historical-critical commentary on the BGB) (Bayer, 1995). A contractual structure in favor of a third party (Contract with protective effect in favor of third parties) is conditioned by the creditor's need to ensure the safety of their family members and friends. Throughout history, courts have been considering many cases concerned with the carriage of passengers. For example, there were some disputes on the harm caused to passengers (members of a public association) in whose favor the association concluded a carriage contract (Hanseatic Higher Regional Court - HansOLG, 1907) and

passengers (the host's guests) who entered into a carriage contract in favor of the passengers invited (Colmar Higher Regional Court - OLG Colmar, 1913).

The Austrian private law is based on the same principle (Bydlinski, 1960). In Austria, a beneficiary contract governs the carriage of passengers under the conditions that the creditor has an obligation towards the beneficiary. The French civil law also assumes that a passenger in a carriage contract should be regarded as a third party in whose favor the contract is concluded. Thus, the carrier accepts the obligation to the passenger's relatives and dependents to deliver the latter to the destination in perfect health (Rodiere, 1977).

One more case of applying a contractual structure in favor of a third party within the carrier-passenger relationship is the execution of a codeshare agreement between two airlines, one of which is a contractual carrier and the other is an actual one. Thus, the passenger's ticket contains the code of one airline, while the other airline actually transports the said passenger. There are three types of codeshare, including blocking seats, access to booking seats for partner airline flights, transfer of passengers on connecting flights. According to the definition provided by the Supreme Court of the Russian Federation (2010) dismissing the application for recognizing partially invalid Clause 6 of the Federal Aviation Regulations-FAVT (Ministry of Transport of the Russian Federation, 2007), the carrier can entrust the performance of its duties under an air carriage contract to other persons, including the other carrier, while remaining responsible for their actions (inaction) in relation to passengers.

Kmit (2015) believed that codeshare agreements "should be regarded as a type of a carriage contract, i.e. a contract made in favor of a third party and aimed at fulfilling obligations for the air transportation of passengers and baggage" (p. 87). Experts from the Moscow State University and the Institute of Legislation and Comparative Law under the Government of the Russian Federation expressed a similar viewpoint and concluded that codeshare is characterized by some transportation features (Denisova, 2015).

In this case, we can argue with the authors. In fact, the actual and contractual carriers provide their transportation services to passengers on a joint basis. In the course of executing a passenger carriage contract, some of the debtor's obligations are undoubtedly assigned to a third party, i.e. the actual carrier. However, it is inappropriate to regard a codeshare agreement as a passenger carriage contract. Two carriers cannot be parties to a passenger carriage contract since one of the parties must be a passenger. According to the definition of the Supreme Court of the Russian Federation (2015) on case No. 305-KG15-3206 & A40-140893/2013, codeshare agreements stipulate that parties do not provide transportation services directly to each other and thereby the actual recipient of those services is an airline passenger. Consequently, a codeshare agreement should be considered an agreement made in favor of a third party rather than a passenger carriage contract.

In addition, one should keep in mind that any national legislation does not thoroughly regulate the relations arising from a codeshare agreement. Therefore, such agreements between air carriers are sometimes just a tool legalizing the admission of one airline to flights carried out by the other air carrier. There are codeshare agreements concluded between Delta Airlines and Aeroflot. Under these contracts, money is transferred to the actual carrier for catering and passenger charges. The contractual carrier withheld 90% received from passengers as the payment for using the corresponding airline. Such agreements can hardly be attributed to passenger carriage contracts.

The current form of a passenger carriage contract leaves the legal status of the children being transported unclear. It creates a misleading impression that baggage delivery is much more valuable than children transportation.

The important question is whether a minor child should be regarded as a passenger or as a third party in whose favor a contract is concluded. The civil law of some states (for example, Romania) considers children as third parties in whose favor an agreement is concluded if it is a long-distance trip with the issuance of travel documents (Cotutiu, 2015).

At first glance, a child can be regarded as a passenger. According to Clause 2, Article 1 and Article 2 of the Civil Code of the Russian Federation - ГК РФ (Part. One, Section 1, Chap. 1, 1994), citizens are individuals and can enter into civil relations. A child who is a citizen of the Russian Federation acquires legal capacity from the moment of birth (ГК РФ, Part. One, Section 1, Chap. 3, Art. 17, 1994). A contract for transporting children under the age of six years is concluded through their legal representatives, i.e. their parents. In conformity with Article 182 (ГК РФ, Part. One, Section 1, Chap. 10, 1994), such an agreement directly forms the rights and obligations of the represented. Minor children at the age from six to fourteen years have the right to make small everyday transactions, i.e. they are capable of concluding a passenger carriage contract. Furthermore, a special travel document is issued for such a child. If parents purchase tickets for their children under the age of fourteen years, they should also present their birth certificate.

If children are recognized as passengers, they cannot be legally classified as third parties in whose favor a contract is concluded. The corresponding legal literature mentions some cases when minor children could act as beneficiaries within the framework of contractual relationships. For example, Oreshin (2014) regarded a legal aid agreement concluded between a lawyer and the legal representative of a minor child as an agreement made in favor of a third party. Valeeva reached a similar conclusion while studying minor children whose life and/or health are covered under the contract of insurance concluded by their parents (Gongalo, 2018). At the same time, we should recall Novitskii's (2006) statement that the creditor cannot be a representative of the beneficiary in a contract made in favor of a third party. However, parents are legal representatives of their children.

The problem is that the current legislation is contradictory and puts in doubt the ability of minor children to act as passengers, i.e. parties to a passenger carriage contract. If children are regarded as passengers, it contradicts Clause 3 of Article 786 of the Civil Code of the Russian Federation (Part. Two, Chap. 40, 1996) that passengers have the right to carry children with them free of charge or on

other easy terms. Does a passenger have the right to carry other passengers? In this case, children should get their own rights as passengers. If they do not acquire such rights, they are third parties and not passengers.

We should also pay attention to the following remark made by Matveeva (2018):

> However, if a child at the age from six to fourteen years travels to some remote destination with parents or their representatives, with a school or another group during school holidays, a contract for transporting such a passenger cannot be concluded as a small everyday transaction, therefore a child cannot conclude it independently (p. 25).

It is also worth mentioning the wording of Clause 3, Article 786 of the Civil Code of the Russian Federation (Part. Two, Chap. 40, 1996) that equates the transportation of children with the transportation of hand luggage and baggage. This state of affairs does not seem fair. Children are subjects of law and it is tactless to put them on a par with inanimate objects of law. In addition, the above-mentioned article enshrines the passenger's right to transport children but does not regulate the rights of children.

The current situation is aggravated by the fact that norms of the Civil Code of the Russian Federation (ГК РФ) contradict those of transport charters and codes. According to Clause 3, Article 177 of the Merchant Shipping Code of the Russian Federation (КТМ, Chap. IX, 2015), a passenger is an individual who enters into a maritime contract. Matveeva (2018) concluded that the carrier transporting minor passengers by sea concludes an agreement with a competent person who has the right to make such transactions and acts in favor of underage passengers.

The recognition of minor children as parties to a passenger carriage contract concluded by their legal representatives is undermined by the fact that they are not obliged to pay the corresponding fare. In addition, the child's will is not taken into account for the conclusion of a contract. The child's rights arising from a passenger carriage contract are somewhat limited and exercised only through their parents.

Conclusion

To consider the rights of third parties, a passenger carriage contract should be defined as follows:

Under a passenger carriage contract, the carrier shall transport a passenger and/or indicated individuals (beneficiaries) to the desired destination. If the passenger handles some baggage, the carrier shall also deliver the baggage to the destination and hand it over to the person authorized to receive the above-mentioned baggage. The passenger agrees to pay the established fare and baggage fee in case of registering the above-mentioned baggage.

References

Air France. (october, 2019). General Conditions of Carriage. [*Online*]. Retrieved from: https://www.airfrance.fr/FR/en/common/transverse/footer/edito_cgt1_airfrance.htm

Bayer, W. (1995). *The contract in favor of third parties: recent history of dogma - scope of application - dogmatischy structures*. Tubingen: Mohr.

Belyaeva, O. A. (2018). *Corporate procurements: issues of legal regulation: scientific and practical guide*. Moscow: IZiSP.

Beatson, J. (2010). Anson's Law of Contract. (*29th ed.*). Oxford: Oxford University Press.

Butovskii, A. N. (1910). Contracts in favor of third parties and beneficiaries of contracts. *Journal of the Ministry of Justice*, (12), 1–33.

Bydlinski, F. (1960). *Contractual due diligence in favor of third parties*. Adelaida: Instituto Joanna Briggs.

Cotutiu, A. (2015). The essential conditions for the validity of the contract of carriage. *Journal of legal studies*, 16(29), 48–55. https://doi.org/10.1515/jles-2015-0005

Denisova, M. O. (october 23, 2015). Responsibility and taxation within codeshare agreements. [*Online*]. Retrieved from: http://xn----7sbbaj7auwnffhk.xn--p1ai/article/12971

Egiazarov, V. A. (2004). *Transport law: student's textbook*. Moscow: ZAO "Yustitsinform".

Elliott, C. and Quinn, F. (2011). *Contract Law*. Edinburgh: Pearson Education Limited.

Federal Republic of Germany. HansOLG. (october 18, 1907). Law 1907. [*No. 3469*].

Federal Republic of Germany. OLG Colmar. (december 23, 1913). Law 1914. [*No. 327*].

Gongalo B. M. (ed.). (2018). Civil law: student's textbook. (*Vol. 2*). Moscow: Statut.

Grishaev, S. P. and Erdelevskii, A. M. (eds.). (2007). Comments to the Civil Code of the Russian Federation. (*Part Two*). Moscow: Konsultant Plyus.

Gulyaev, A. P. (1912). The Russian civil law. The review of the existing legislation, cassation practice of the Governing Senate and civil code draft: Textbook for lectures. (*3 ed.*). Saint Petersburg: Printing.

Ilyushina, M. N. (2017). The construction of beneficiary contracts in innovations of the Civil Code of the Russian Federation. *Yustitsiya*, 4, 5–10.

Ivanov, G. G. (ed.). (2000). *Comments to the Merchant Marine Code of the Russian Federation*. Moscow: Spark.

Kirillova, E., Bogdan, V., Lagutin, I. and Gorevoy, E. (2019). Legal status of smart contracts: features, role, significance. *Juridicas CUC*, 15(1), 285–300. https://doi.org/10.17981/juridcuc.15.1.2019.11

Kmit, S. A. (2015). On The qualification of codeshare agreements under the terms of blocked seats. *Contract*, 21(94), 87–108.

Larenz, K. (1987). *Textbook of the Law of Obligations. Volume I: General*. München: Beck.

Lenkovskaya, R. R., Kuleshov, G. N., Turkin, M. M., and Burova, I. L. (2019). Technology of Concluding Contracts via the Internet. *International Journal of Engineering and Advanced Technology (IJEAT)*, 8(6), 4598–4602. Retrieved from: https://doi.org/10.35940/ijeat.F8890.088619

Matveeva, N. A. (2018). The transportation of young passengers by different means of transportation. *Business Security*, 1, 25–29.

Medicus, D. and Lorenz, S. (2012). *Law of obligations I: General Part*. München: Beck.

Musabirova, D. A. and Hamitov, R. N. (2017). The Category of 'Unfairness' in the Contract System Legislation in Russia and the USA: Some Interpretation Issues. *Journal of Advanced Research in Law and Economics*, 7(7), 1781–1788. Retrieved from: https://journals.aserspublishing.eu/jarle/article/view/767

Nolken, A. M. (1885). *Beneficiary contracts. Theoretical studies on civil law*. St. Petersburg: Nolken.

Novitskii, I. B. (2006). Selected works on civil law. (*Vol. 2*). Moscow: Statut.

Oreshin, E. V. (2014). Beneficiary contracts in the lawyer's practice. *Advokat*, (12), 10–12.

Palandt, O. (2011). *German Civil Code (BGB)*. München: Beck.

Pobedonostsev, K. P. (2003). The course on civil law. (*Vol. 3*). Moscow: Zertsalo.

RF. Court of the Russian Federation. (july 30, 2015). Case No. 305-KG15-3206 & A40-140893/2013. [*602_699778*]. [Online]. Available from https://kad.arbitr.ru/Document/Pdf/e7c2aced-0518-41ea-85c9-7c29f3f8d242/A40-140893-2013_20150730_Opredelenie.pdf?isAddStamp=True

RF. KTM. (2015). Merchant Marine Code of the Russian Federation. [*Online*]. Available from http://ktmrf.ru/#ktmrf

RF. Ministry of Transport. (december 19, 2013). On Approving the Rules for the Carriage of Passengers, Baggage, and Cargo Luggage by Rail. Registration No. 33244. [Chap. II, No. 473]. *Russian newspaper*, (172), Número Federal 6444. Available from https://rasp.yandex.ru/info/20

RF. Ministry of Transport. (August 5, 2008). On approving the forms of transportation documents for railway carriage for passengers, baggage and cargo luggage. [No. 120]. *Russian newspaper*, (190). Available from http://docs.cntd.ru/document/902117516

RF. Ministry of Transport. (june 28, 2007). General regulations on the air transportation of passengers, baggage and cargo and the requirements for servicing passengers, consignors and consignees. [Order No. 82]. *Bulletin Court Supreme*, (10). Available from https://m.favt.ru/dokumenty-federalnye-pravila/?id=2916

RF. State Duma. (november 30, 1994). The Civil Code of the Russian Federation - ГК РФ. [*Part One No. 51-FZ*]. RU083. Available from https://www.wipo.int/edocs/lexdocs/laws/en/ru/ru083en.pdf

RF. State Duma. (november 13, 1996). ГК РФ. [*Part Two No. 14-FZ*]. RU083. Available from https://www.wipo.int/edocs/lexdocs/laws/en/ru/ru083en.pdf

RF. Supreme Court. (september 23, 2010). On upholding the decision of the Supreme Court of the Russian Federation of July 6, 2010. [*No. KAS10-434*]. Russian newspaper. [Online]. Available from http://zaki.ru/pagesnew.php?id=70140

Rodiere, R. (1977). *Transport law: land and air transport*. París: Dalloz.

Savatier, R. (1972). *The theory of liabilities. Legal and economical essay*. Moscow: Progress.

Savtsova, N. A., Volkova, M. A., Bogmatsera, E. V. and Lutovinova, N. V. (2019). Tourism Services Contract in Russia and the United States. *Journal of Environmental Management and Tourism*, 10(6), 1253–1258. https://doi.org/10.14505//jemt.v10.6(38).07

Shershenevich, G. F. (1995). The textbook of the Russian civil law. (*ed. 1907*). Moscow: Spark.

Sinaiskii, V. I. (1918). *The Russian civil law*. Kiev: Sinai.

Sir Anson, W. R., Sir Beatson, J., Burrows, A. and Cartwricht, J. (2010). Law of Contract. (*29 ed.*). Oxford: Oxford University Press.

Van de Velde, J. (january, 2015). Will a consignee become a party to the contract of carriage, if he is mentioned as consignee on a Sea Waybill? [*Online*]. Retrieved from: https://www.smallegange-lawyers.com/de/will-a-consignee-become-a-party-to-the-contract-of-carriage-if-he-is-mentioned-as-consignee-on-a-sea-waybill

Vitryanskii, V. V. (2011). Some aspects of studying civil law contracts under the conditions of reforming civil legislation. In, E. A. Sukhanov and N. V. Kozlova-M, *Problemy razvitiya chastnogo prava: The collection of scientific articles to the anniversary of Vladimir Saurseevich Em*. Moscow: Statut.

Zodchii, OOO. (january 1, 2011). Transportation employees OGNI GORODA [*Contract No. 4/2011*]. Available from http://www.consultant.ru/

Diana Sergeevna Fedotova, Department of Civil Law and Procedure of the Faculty of Law of the Ulyanovsk State University (Ulyanovsk, Russian Federation). https://orcid.org/0000-0002-6397-9186