

SUMMARY

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Subject matter: Energy Contract: Enforcement Issues.

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The relevance of the research topic due to the fact that the energy supply agreement, being a separate type of the purchase and sale agreement, has a special position among its other types, which is explained by the peculiarity of the subject of this type of agreement, which is energy. In connection with the specifics of the subject matter of the energy supply agreement, it becomes necessary to apply special rules governing this type of legal relationship related to the supply and transmission of energy through the connected network. It should be noted that the power supply agreement, unlike other sales and purchase agreements, is carried out by the transfer of energy as a commodity using special technical devices, instruments and means. In the Russian Federation, the civil legislation governing relations in the field of energy supply has undergone dramatic changes. However, the reform in this area has not yet led to a unified understanding and application of the provisions of the energy supply contract. In addition, at present, there are still unresolved problems in the field of conclusion, execution, as well as responsibility for non-performance of the energy supply contract.

It should be noted that today contracts aimed at regulating the paid sale of electric and heat energy are one of the most actively developing areas of civil law turnover. In this regard, the solution of the existing problems in the field of regulation of energy consumption is a rather urgent issue. So, one of the problems in this area is the prevalence of mandatory regulation of legal relations between the guaranteeing supplier of energy resources and the consumer, where the responsibility of the guaranteeing supplier is much higher, which leads to a situation where it is not always possible to quickly and efficiently serve subscribers.

In addition, it is important to note that the particular relevance of this topic is associated with the ongoing reform of the electric power industry in the Russian Federation, which has not yet resolved the existing gaps in this area.

The purpose of the work: analysis of the theoretical foundations of legal relations arising from the power supply contract, as well as consideration of the main problems existing in modern practice.

Objective:

1. to consider the history of the formation and development of legal regulation of the energy supply agreement in the Russian Federation;
2. to investigate the essence and characteristics of the power supply agreement in the system of Russian law;
3. to analyze the basic rights and obligations of the parties under the energy supply agreement;
4. determine the key gaps in legal liability for violation of the energy supply agreement, as well as existing problems in the execution of court decisions in the area under study

The theoretical and practical significance of the research. The theoretical and practical significance lies in an attempt to comprehensively study the features of concluding, changing and terminating an energy supply contract. The conclusions and results made in the work will make it possible to fill the existing gaps in the domestic legislation of the Russian Federation. They can be used in the creation of regulations governing energy supply issues, as well as the provisions reflected in this study can be used in the educational process when training specialists in the field of jurisprudence.

Results of the study:

The consumption of energy resources is a fairly wide area, which also includes relations on the paid transfer of these resources to the consumer and the issues of forming the technical feasibility of such transfer. It is important to note that the power supply contract is characterized

by the prevalence of peremptory norms, which means the imperativeness of the essential terms of the contract, which are not subject to discussion and revision. Moreover, this type of contract is characterized by the inequality of the legal status of its subjects. Thus, a guaranteed energy supplier has a wider range of responsibilities compared to a subscriber, and therefore its range of responsibility also becomes wider in relation to the subscriber's responsibility. The current legislation contains a number of gaps that impede the timely execution of court decisions, which provide for responsibility in the field of energy supply.

On the basis of the study, it was determined that the power supply agreement covers only those legal relationships that develop when supplying consumers with electrical or thermal energy through the connected network. Due to the fact that the energy supply contract has a specific subject, which is energy, there is a need for special regulation of the legal relations in question, which necessitates the inclusion of additional mandatory conditions in such an agreement, such as the date, time of the beginning of the fulfillment of the obligations provided for in the contract, conditions regarding the amount of energy, consumption mode, the subscriber's obligation to ensure the safety of operation of the energy networks under his control, as well as the serviceability of devices and equipment used in the process of energy consumption; installation of metering devices, which are not always necessary and are subject to use in the supply of gas, water and oil. This factor is also due to the fact that the non-use of the above-mentioned mandatory conditions in the contractual structures contradicts the very content of the energy supply agreement, and justifies the absence of the need to regulate the supply of "resources" by the energy supply agreement.

In addition, it is important to note that the need to separate the energy supply process into a separate type of agreement is directly related to the impossibility of transferring energy in a different way (not through the connected network), in contrast to the transfer of other resources.

Based on the results of the study, it can be concluded that the current system of legal regulation in the field of the conclusion, execution and termination of energy supply contracts provides for the specifics of the legal regime of energy resources, the possibility of limiting the mode of consumption of electrical energy, measures of responsibility for violation of the terms of the agreement on the supply of energy resources. At the same time, the legal analysis of the problems of law enforcement practice shows that the existing regulation needs further improvement.

Recommendations:

- Regarding the issue of bringing to civil liability of persons who are guilty of violating the requirements of state standards for the quality of supplied energy, it seems necessary to supplement the terms of the contract with provisions governing the determination of the amount and procedure for compensation for damage that was caused to the property of the buyer as a result of supplying it with inappropriate energy. quality. In this regard, it is necessary to establish the terms and procedure for notifying the energy supplying organization about the damage caused, drawing up an act on damage to property, determining the cost of damage, as well as its compensation. In situations where there is no visible damage when supplying energy of inadequate quality, it seems possible to develop a methodology for determining hidden damage associated with a reduction in the total service life of energy-consuming devices and equipment of the buyer, as well as establishing the cost of energy of inadequate quality forcedly consumed by buyers.

- as an alternative measure of responsibility of energy supplying organizations for violation of the requirements for the quality of supplied energy, it is proposed to add parameters of responsibility of the energy supplying organization to paragraph 40 of the Basic Provisions for the Functioning of Retail Electricity Markets, in the form of a statutory penalty, as a fine or penalty.

- it seems necessary to consolidate at the legislative level the rule for calculating unjust enrichment at reduced tariffs, by analogy with paragraph 1 of Art. 475 of the Civil Code of the

Russian Federation on the buyer's right to demand a commensurate reduction in the purchase price of the purchased goods of inadequate quality.

- the following recommendations can be made to improve the legislation on restricting the supply of energy resources to persons held liable for improper performance of the energy supply contract. First, the limitation of the mode of consumption of energy resources must be carried out in one stage. Secondly, it is necessary to simplify the procedure for notifying the consumer about the upcoming restriction by establishing additional methods of notifying the consumer about the upcoming restriction, for example, SMS notification. Thirdly, it is necessary to ensure the possibility of obtaining compensation for the costs of introducing restrictions and resuming the consumption regime by all entities involved in the implementation of these actions.