SUMMARY

Key Words: obligations, plurality of persons in the obligation, subsidiary obligations, joint and several obligations

Subject matter: norms of civil law and law enforcement practice, formed as a result of the application of these rules.

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The relevance of the research topic: Of particular importance is the fact that obligations with a plurality of persons are often found in areas of economic life vital to society – industry, construction, trade, land lease, etc., as well as in the sphere of compensation for damage caused, which is directly related to the protection of human rights and freedoms. However, the performance of obligations with a plurality of persons has difficulties arising from the complex composition of legal relations. Improvement of civil regulation of obligations with a plurality of persons and their execution, as well as the relevant contractual and law enforcement practice is an important element of building an optimal legal framework, economic development, as it creates the basis for full cooperation of economic entities.

The purpose of the work: to reveal the nature and peculiarities of fulfillment of obligations with a plurality of persons in the civil law of modern Russia

Objective: - determine the value of the legal structure of the plurality of persons in the obligation in the spheres of economic life;
- to identify the characteristics of obligations with a plurality of persons;
- disclose the principles of performance of obligations with a plurality of persons;
- highlight the features of the fulfillment of obligations with passive and active, solidarity and equity multiplicity;
- to develop proposals to improve the current civil legislation, as well as recommendations on the practice of its application.

The theoretical and practical significance of the research: that the conclusions and statements contained in it can be applied in teaching the course of civil law and in the process of legislative work.

Results of the study:
1. The design of the plurality of persons in the obligation allows you to combine financial and other resources of different persons (for example, to combine capital for the construction of real estate); reduce the risk of loss from participation in the obligations (for example, the participation of several guarantors in the obligation of guarantee reduces the risk of loss of each individual guarantor in the event of liability for the debtor's obligations); reduce the risk of default, if the debtor is jointly and severally involved (for example, in debt obligations).); coordinate the actions of several independent persons in order to achieve one goal.

2. The principle of proper performance of obligations is an integrative requirement which includes such basic principles of performance of obligations as accuracy of performance; prohibition of unilateral refusal to perform obligations; performance of obligations in full; performance of obligations to the authorized person; performance of obligations in due time; performance of obligations in the prescribed place; impersonal nature, performance; protection of the rights of the creditor in case of breach of obligations.

3. The performance of an independent obligation by the debtor should be distinguished from the performance by one of the debtors of its part of the obligation. Each of the co-obligors shall be deemed to have duly performed his or her duty after the performance of his or her part of the obligation (as well as the debtor in an independent obligation). However, the obligation itself cannot be deemed to have ceased and, consequently, the consequences of its improper performance may also affect the co-debtor who has duly performed his part of the obligation.

4. The rule on the joint and several nature of obligations related to entrepreneurial activity is applied, as a General rule, when at least one of the participants in a legal relationship has
entrepreneurial status, provided that the obligations are on the same side; and the same party arose on the same grounds.

5. It is concluded that the debtor who has fulfilled obligations in full for other debtors has no right of recourse to other debtors in accordance with article 325 of the RK of the Russian Federation. In the absence of instructions from such debtors on execution of their duties there is an unreasonable

**Recommendations:**

it is proposed to amend article 399 of the civil code, stating it in the following wording:

"1. If the debtor has refused to satisfy the creditor's claim or the creditor has not received a response to the claim within a reasonable time, the claim may be submitted to the person with subsidiary liability.

The creditor is not entitled to claim satisfaction of its claim against the debtor from the person bearing subsidiary responsibility if this claim can be satisfied by offsetting the counter claim against the debtor or by undisputed recovery of funds from the debtor.

The person who bears subsidiary responsibility must, before satisfying the claim brought against him by the creditor, warn the debtor about it, and if such a person is sued – attract the debtor to participate in the case. Otherwise, the debtor has the right to raise against the recourse of the person who meets the subsidiary, objections that he had against the creditor."