

## LAW SCIENCES

### FEATURES OF CONCLUSION AND TERMINATION OF DEED OF GIFT

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The relevance of the study of this topic is the fact that the deed of gift is a very specific document that requires in-depth and thorough study. The deed of gift has certain features regarding the conditions of conclusion and performance, determination of the rights and obligations of the parties and the legal consequences of non-performance (improper performance) of the contract. All of the above determines the relevance of the study of the selected topic. In modern conditions, the scientific significance and relevance of the study of the features of deed of gift is due to a significant increase in the role of this agreement in the public and state life of Ukraine.

The purpose of the given study is the research of the features of deed of gift. Many scientists studied the peculiarities of deed of gift, among them are Bagach E.M., Bilousov Yu.V., Borisova V.I., Grinyak A.B., Guz A.V., Guz L.E., Gulida O.M., Gupalovska O.B., Dzera O.V., Zhivikhina I.B., and others. However, a comprehensive modern study of the problems of fulfillment of contractual obligations under deed of gift under the civil legislation of Ukraine has not been conducted so far.

When concluding a deed of gift for individuals, it is necessary to determine the scope of their legal capacity. In the interests of incapacitated persons must act their guardians. Individuals with limited legal capacity and minors, except in cases where they make small household transactions, must obtain the consent of a guardian (for persons with disabilities), parents, adoptive parents or guardians (for minors). Minors aged 14 to 18 have the right to independently dispose of their earnings, scholarships or other income (paragraph 1, part 1 of Article 32 of the Civil Code of Ukraine), including by donating them. In all other cases, the donation is made either with the consent of the parents (adoptive parents) or with the consent of the guardians. Guardians and trustees may refuse the offer to accept the gift if it does not meet the interests of the ward [2, p. 137–138].

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Legal entities enter into deed of gift within the limits of legal capacity. In this case, legal entities may accept the gift without any restrictions on their legal capacity. Deed of gift between legal entities engaged in entrepreneurial activity are not allowed if the right of deed of gift is not provided in the charter of the donor. However, this provision does not apply to the right of a legal entity to enter into a deed of gift under Part 3 of Art. 720 of the Civil Code of Ukraine [1].

The deed of gift may also be terminated. Therefore, it is important to refer to the origins of the return of the gift. As a rule, the gift could not be returned in Roman law. Exceptions to this rule were in relation to the gifted person's gross ingratitude (gross verbal insults, infliction of physical or moral harm, unfulfilled order – *modus*). In such cases, the «offended» person filed a lawsuit to terminate the contract and return the gift. The right to return the gift was not allowed at all, if the donee saved the life of the donor, or did him a significant service [4, p. 99].

The Civil Code of Ukraine provides the following grounds for termination of the deed of gift:

- 1) refusal of one of the parties;
- 2) termination of the gift agreement;
- 3) invalidity [1].

The donor may refuse the contract, if there is an obligation to transfer the gift in the future, if after the conclusion of the contract the property status of the donor has significantly deteriorated. The legislation does not stipulate what should be understood as a significant deterioration of property status (valuation concept).

Regarding the termination of the contract, Art. 727 of the Civil Code of Ukraine provides for termination on the initiative of the donor in the following circumstances:

- in respect of immovable property or other particularly valuable property, if the donee intentionally committed a crime against life, health, property of the donor, his parents, wife (husband) or children;
- if the donee committed the premeditated murder of the donor, the heirs of the donor have the right to demand termination of the contract of gift;
- if the donee poses a threat of irretrievable loss of the gift, which is of great intangible value to the donor;
- if due to the negligent attitude of the gifted person to a thing that is of historical, scientific, cultural value, or this thing may be destroyed or significantly damaged [1].

In case of termination of the deed of gift, the gift is returned to the donor, and in the case when this is not possible, the compensation of its value. A one-year statute of limitations applies to claims for termination of a deed of gift.

In case when the contract is declared invalid, the gift is returned to the donor, the donee may demand compensation for withholding the gift [3].

**References:**

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