

By the Judgement of 2 July 2024 No.34-II, the Constitutional Court assessed constitutionality of Article 426 (item 1), Article 428 (item 1) and Article 438 (item 3) of the Civil Code of the Russian Federation.

These provisions have been the subject of consideration in so far as, on the basis of them, a contract for the provision of cable television broadcasting services to the owner of residential premises is recognised as having been concluded by conduct of a person acting as a consumer, irrespective of the actual use of such services and who, over a long period of time, has paid money for this service in accordance with the payment document for housing and utilities, which specifies the name and cost of the relevant service.

The contested legal provisions were recognised as not contrary to the Constitution, since their meaning implies that in the case of unilateral inclusion of such services (not related to the payment of housing and utilities) in the payment document, in the absence of the will of the owner of the residential premises and without specifying in such document, the total amount with and without additional service charges, cannot be considered as acceptance (unless it is proved that the payer was duly informed of the material terms of the contract), and therefore contract for such services is not concluded.