

By the Judgement of 16 December 2025 No.45-II, the Constitutional Court assessed constitutionality of Article 797 (item 2) of the Civil Code of the Russian Federation and Article 120 (paragraph 3 of part 3) of the Federal Law “The Charter of Railway Transport of the Russian Federation”.

The indicated interconnected provisions were subject to review insofar as they serve as the basis for resolving the issue of the possibility of the cargo owner who is not the consignor or the consignee and to whom ownership of the cargo transferred from the consignor upon its delivery to the carrier filing claims and bringing suit against the carrier in the event of cargo shortage or damage during railway transportation, where both the station of departure and the station of destination are within the territory of the Russian Federation.

The contested interconnected provisions were found not contradicting the Constitution, as they regulate only relations arising from the contract of carriage and do not deprive the said cargo owner of the right to protect his lawful interests in cases of cargo shortage or damage, allowing him to use legal guarantees associated with the occurrence of such cases upon entering into other, non-carriage-related contractual relations.

The contested interconnected provisions were also found inconsistent with the Constitution insofar as they, in the meaning given to them by official interpretation and law enforcement practice, exclude from the number of civil law instruments that can secure the rights and lawful interests of owners of transported cargo during railway transportation, where the station of departure and the station of destination are within the territory of the Russian Federation, the transfer by the consignor or the consignee to the said cargo owner of the right to file claims and bring suit against the carrier in the event of cargo shortage or damage not caused by circumstances arising prior to the moment the cargo was delivered to the carrier, accompanied by a simultaneous waiver by the consignor or consignee, respectively, of the possibility to exercise such a right.

Until the appropriate legislative changes are made, for railway transportation where the station of departure and the station of destination are within the territory of the Russian Federation, and when ownership of the cargo has transferred to its owner from the consignor upon its delivery to the carrier:

the cargo owner is permitted to file claims and bring suit against the carrier in the event of cargo shortage or damage not caused by circumstances arising prior to the moment the cargo was delivered to the carrier, provided the right to assert these claims against the carrier has been transferred to the owner by the consignor or the consignee, and this right has not been previously exercised by them;

the cargo owner, in addition to the documents that must be submitted by the consignor or consignee when asserting such claims, must also submit documents

confirming the transfer of ownership of the cargo to him in the manner described above and the transfer to him by the consignor or consignee of the right to assert the relevant claims against the carrier;

the said claims are subject to consideration based on the Federal Law “Charter of Railway Transport of the Russian Federation” and Chapter 40 of the Civil Code of the Russian Federation;

the assertion of these claims by the cargo owner precludes the assertion and consideration of claims by the consignor or consignee respectively, based on the same factual circumstances;

if the right to assert the relevant claims against the carrier has not been transferred to the owner by the consignor or consignee within the framework of their contractual relations, the owner has the right to demand that the consignor transfer this right, and in case of the consignor’s refusal to transfer this right occurring after this Judgement enters into force – provided that the consignor himself does not assert such claims against the carrier in the owner’s interest – the owner may, after the expiration of the limitation period for asserting such claims, demand compensation from the consignor for harm caused to the owner by such inaction.

Judicial acts issued in the applicant’s case based on the contested provisions are subject to review in accordance with the established procedure, provided the conditions stipulated in item 4 of the operative part of this Judgement are met at the time of review and there are no other obstacles to it.