

By the Judgement of 21 April 2026 No. 25-II, the Constitutional Court assessed constitutionality of Article 322 of the Civil Code of the Russian Federation

This provision was the subject of consideration insofar as it serves as a basis for resolving the issue of the possibility of imposing on the seller under a retail purchase and sale contract for the vehicle and his business partners (counterparties of the buyer) a joint and several obligation (liability) to return to the buyer the amounts deriving from the contract (including a contract on the provision of an independent guarantee) terminated at the buyer's request, the conclusion of which with these counterparties conditioned the granting of a discount or other advantage to the buyer under the retail purchase and sale contract for the vehicle.

The challenged provision was considered as not contradicting the Constitution since it does not prevent the imposition on the seller and his business partners (counterparties of the buyer) of such an obligation (liability) if, in particular, the retail purchase and sale contracts for the vehicle were concluded with the buyer on the initiative and/or through the intermediation (assistance) of the seller, and the selection of the counterparties or their compilation for the buyer's subsequent choice was performed by the same seller (under circumstances limiting the buyer's adequate information and/or freedom of choice).