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Application of the Estoppel principle in the systems of Russian and English Law

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Nowadays the global society is driven by the principles of humanity and conscientiousness, values of people's relationships with each other and individual approach. The mentioned personal attitude towards certain cases is widely discussed in a legal community. Lawyers are considering the ways of complying with moral values. The estoppel principle is one of the instruments, which could bring that idea into practice.

It must be underlined, that this vital phenomenon appeared firstly in England, and that was one of the least typical for other legal systems. However, nowadays, it is considered in the international law as a widely known principle. The legal definition of the estoppel principle emphasized the situation that occurs when a party reasonably relies on the promise of another party, and when the reliance is injured or damaged. [1].

The significant idea to be noticed in the updating Russian civil legislation is that the estoppel principle has been adapted to the world trend and standards and was used by the legislators in the Civil Code of the Russian Federation as one substantial condition of validity of the deal.

Bur the problem is that the Russian legal system differs from the English one. The first thing to be explored is the availability of differences in Romano-German and Anglo-Saxon legal systems. It is widely known that the one of the crucial features of system of law in England is an individual review of every case. The research of the effects that the estoppel principle really provides shows that in practice it helps to protect the material relationships and to develop them in the right intensive course. For example, this principle in the Russian legal system is demonstrated in the Civil Code: invalidity of the deal can be proved if the person acts unfairly and in particular his behavior after making a deal gives a basis to other people to treat the deal as an unfair one. [2]

Bearing in mind all the above discussed, let us come up with a conclusion that the application of the estoppel principle should be expanded in the Russian legislation due to the fact that it is designed to secure the rights of one side, which participates in the relationships with the other in good faith.

www.consultant.ru (Legal portal).

Источники и литература

- 1) Wilken S., Villiers T. The Law of Waiver, Variation and Estoppel. Oxford, 2002.
- 2) www.consultant.ru (Legal portal).