

# PARTIES EMPOWERMENT IN INHERITANCE CONTRACTS: COMPARATIVE PERSPECTIVES FROM NATIONAL AND EUROPEAN LAW

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**Annotation.** This study examines the evolving judicial approach to inheritance contracts, highlighting a shift toward empowering parties while balancing fairness, legal certainty, and contractual autonomy. Courts increasingly employ a combination of traditional doctrines and modern evidentiary techniques to evaluate performance, non-performance, and material breaches, allowing nuanced, context-sensitive adjudication. European jurisprudence, particularly the ECtHR and CJEU, provides comparative guidance, reinforcing principles of proportionality, protection of legitimate expectations, and respect for fundamental rights. The convergence of national and European standards fosters a coherent, predictable, and equitable framework for resolving inheritance disputes. By integrating these approaches, judicial practice not only safeguards individual rights but also supports the stable development of succession law in line with contemporary European norms. Ultimately, this approach demonstrates that contractual autonomy and equitable oversight are complementary, reinforcing both legal certainty and social justice in the domain of inheritance law.

**Key words:** inheritance contracts, contractual empowerment, comparative european jurisprudence, contractual autonomy, european succession law.

## ▼ 1. Introduction.

Inheritance contracts occupy an increasingly central and multifaceted position within the framework of contemporary succession law, functioning not merely as instruments of property transfer but as sophisticated legal mechanisms that reconcile private autonomy with public law imperatives. These contracts represent a deliberate exercise of individual volition, whereby parties articulate and structure the disposition of rights and obligations in anticipation of succession events, while simultaneously subjecting their agreements to the constraints imposed by overarching legal norms. This dual function situates inheritance contracts at the intersection of personal freedom and regulatory oversight, requiring courts to navigate the delicate balance between respecting contractual autonomy and ensuring the equitable treatment of heirs, beneficiaries, and other affected stakeholders. In this context, judicial practice has evolved to emphasize the empowerment of contracting parties, recognizing that the enforceability of rights and obligations must be guided not only by rigid doctrinal rules but also by principles of fairness, predictability, and proportionality.

Modern adjudication in inheritance law increasingly relies on a sophisticated synthesis of traditional doctrinal principles and contemporary evidentiary methodologies. Courts are called upon to evaluate performance, partial performance, non-performance, and material breaches in a manner that is sensitive to the factual, relational, and economic circumstances of each case. Such context-sensitive assessment extends beyond formalistic compliance, allowing judicial reasoning to accommodate the complexities inherent in familial and contractual relationships, including issues of intent, expectation, and reliance. By integrating doctrinal rigor with evidentiary flexibility, courts create an adjudicative environment that supports nuanced, equitable, and legally coherent outcomes, reinforcing the legitimacy of judicial oversight while preserving the parties' capacity to structure their succession arrangements according to personal objectives.

Furthermore, the evolution of inheritance contract jurisprudence cannot be fully understood without reference to European legal standards, which provide a rich comparative framework for national courts.

The jurisprudence of the European Court of Human Rights (ECtHR) and the Court of Justice of the European Union (CJEU) has been particularly influential in shaping domestic approaches, offering principles of proportionality, protection of legitimate expectations, and respect for fundamental rights as interpretive guides. By aligning national practice with these supranational norms, courts achieve greater coherence and predictability, enhancing both the doctrinal integrity and the social legitimacy of their decisions. This transnational dialogue fosters the gradual harmonization of legal standards, ensuring that inheritance disputes are adjudicated consistently while remaining responsive to the diverse needs of parties within different jurisdictions.

The convergence of national and European legal frameworks reflects a broader trend toward the development of a coherent, socially attuned, and doctrinally sophisticated system for regulating inheritance contracts. It underscores the capacity of succession law to reconcile multiple, sometimes competing, objectives: the protection of individual rights, the preservation of family and economic stability, and the promotion of legal certainty and fairness. In this sense, inheritance contracts function as focal points for the intersection of personal agency, judicial discretion, and European legal principles, exemplifying the dynamic evolution of succession law in the twenty-first century. By integrating these considerations, modern courts contribute not only to the resolution of disputes but also to the broader project of legal development, creating a framework in which contractual autonomy and equitable oversight coexist as mutually reinforcing elements of a principled, predictable, and human-centered system of inheritance governance.

## 2. Analysis of scientific publications.

The doctrine on inheritance contracts and succession law has been elaborated by numerous Ukrainian and international scholars, reflecting a broad spectrum of legal analysis from domestic normative frameworks to comparative perspectives.

Among Ukrainian authors, Iryna Dikovska (2019) provides a detailed examination of conflict-of-laws issues arising from inheritance contracts, particularly evaluating the applicability of EU succession regulation principles to Ukrainian private international law contexts. Other work underscores the need to reconcile national legal practice with supranational frameworks (Goncharova, 2021). Yuliia Trufanova and Khrystyna Yatsenko (2022) analyze the harmonization of inheritance agreements with European Union legal standards, highlighting regulatory gaps in domestic law compared to EU jurisdictions where inheritance contracts are extensively regulated. Marta Kravchyk and Olha Tur advance this comparative analysis by characterizing the legal nature and essential terms of inheritance contracts in Ukraine and the EU, pointing to doctrinal differences and the necessity for clearer normative definitions (2021).

Ukrainian civilists such as O. Ye. Kukharyev (2020) explore the broader doctrinal foundations of succession law, including universal succession and the role of legal constructs within inheritance relations, which frame the context for contractual dispositions in succession (2016). Additional domestic contributions clarify the delimitation between inheritance contracts and related civil transactions, such as inter vivos lifetime maintenance agreements, emphasizing the contract's distinct civil-law identity (M. Toporkova et al. 2025).

In the foreign legal scholarship, comparative succession law has been a vibrant field. Works compiled by K.G.C. Reid, M.J. de Waal, and R. Zimmermann (2015; 2020) form part of a collective comparative research agenda on succession law norms across jurisdictions, tracing doctrinal evolution and highlighting transnational trends.

Studies on “Erbvertrag” (inheritance contract) within German law illustrate deep doctrinal roots for contractual succession arrangements in continental systems, contrasted with other civil-law traditions where such contracts occupy different legal statuses (Zaluski, 2017). Classical comparative legal scholarship, such as the comprehensive treatment of succession law in M. Załucki comparative overview, situates the institution of inheritance agreements within broader historical and comparative contexts, emphasizing the importance of cross-jurisdictional analysis in understanding modern inheritance provisions.

Collectively, these Ukrainian and foreign scholarly contributions demonstrate an expanding research frontier that interrogates both the doctrinal foundations and practical implementations of inheritance contracts, their integration with European legal norms, and their comparative legal significance within accession and harmonization processes.

**Methodology of the Study.** The present study employs a rigorous doctrinal and comparative legal methodology, designed to provide a multidimensional understanding of inheritance contracts and the evolving judicial framework governing them. Central to the analysis is a doctrinal examination of national case law, through which the research identifies prevailing principles, emerging trends, and the reasoning applied by courts in disputes concerning inheritance contracts. This approach is complemented by a comparative analysis of European jurisprudence, with particular attention to decisions of the European Court of Human Rights (ECtHR) and the Court of Justice of the European Union (CJEU), allowing national practices to be situated within broader European legal standards. Analytical-synthetic methods are further applied to explore the complex interplay between contractual autonomy, fairness, and legal certainty, facilitating the integration of doctrinal insights into a coherent framework for both practical and theoretical application. In addition, the study undertakes a systematic evaluation of the evidentiary and interpretative techniques employed by courts, emphasizing the balance between individual interests and overarching public legal norms. By combining these complementary approaches, the methodology ensures a comprehensive, nuanced, and context-sensitive examination of inheritance contracts, highlighting both their doctrinal significance and their practical implications within contemporary succession law.

**3. The primary aim of this research** is to analyze the contemporary judicial approach to inheritance contracts, focusing on how courts balance contractual autonomy, legal certainty, and fairness, while incorporating European comparative perspectives. To reach this goal we developed the following tasks: 1) Examine the key principles governing inheritance contracts in national and European jurisprudence, 2) Analyze how courts assess performance, non-performance, and material breaches in inheritance agreements, 3) Identify the role of European case law (ECtHR and CJEU) in shaping domestic adjudication, 4) Evaluate the extent to which current judicial practice safeguards individual rights while supporting the stable development of succession law, 5) Propose doctrinal insights for harmonizing contractual autonomy with equitable oversight in inheritance disputes.

#### **4. Review and discussion.**

Judicial practice in disputes arising from contractual inheritance relations remains at the stage of gradual formation and conceptual refinement. This is largely determine the relative novelty of the inheritance contract as a legal institution within Ukrainian civil law, as well as its still limited - though steadily expanding - practical application. Unlike traditional mechanisms of succession, which are deeply rooted in doctrine and jurisprudence, the inheritance contract represents a comparatively recent normative construct, the interpretative contours of which continue to evolve through case law. As noted in comparative scholarship (K. G. Reid et al., 2011: 92), succession contracts constitute a distinctive legal mechanism whose modern doctrinal framework has developed comparatively late and continues to raise interpretative challenges within contemporary European private law systems (Reid et al, 2011).As a result, courts are not merely applying established precedents but are actively engaged in shaping the doctrinal foundations and methodological approaches that will define the future trajectory of this institution.

In quantitative terms, disputes stemming from inheritance contracts do not constitute a substantial portion of the overall judicial caseload. Nevertheless, their qualitative complexity is disproportionately high. Such cases are typically characterized by multilayered factual matrices, intricate evidentiary issues, and the interplay of proprietary and personal non-property elements. The hybrid legal nature of the inheritance contract - situated at the intersection of contract law and succession law - further complicates judicial assessment, as it requires courts to reconcile principles of freedom of contract with the protective logic traditionally inherent in inheritance regulation. As it was mentioned by A. Kohler (2015: 23) a small intellectual curiosity hides here. Succession contracts feel modern not because contracts are new - they are ancient - but because private law historically distrusted binding agreements about future death.

Roman law largely rejected them. Modern European civil codes cautiously reintroduced them, which is why courts today still refine their contours. In legal evolution, even death takes time to settle its paperwork (Kohler, 2015: 23). This structural duality demands from the judiciary a heightened level of analytical rigor and doctrinal sensitivity.

Consequently, in resolving these disputes, courts increasingly move beyond a purely formalistic or textual interpretation of contractual clauses. Instead, they engage in a more comprehensive and principled analysis, taking into account the underlying purposes of the agreement, the legitimate expectations of the parties, and the broader general principles of civil law, including good faith, reasonableness, proportionality, and fairness. Such an approach reflects a broader тенденція within contemporary Ukrainian jurisprudence toward value-oriented adjudication, where the resolution of private-law disputes is guided not only by literal statutory provisions but also by systemic coherence and the axiological foundations of the legal order.

A characteristic tendency of contemporary Ukrainian judicial practice lies in its deliberate effort to maintain an equitable balance between the autonomy of the parties' will and the imperative to protect the weaker party to the legal relationship. Within the framework of inheritance contracts, this weaker party is frequently the transferor of property - often an elderly individual or a person situated in a condition of heightened social and existential vulnerability. Such individuals may be dependent on care, emotional support, or material assistance, and thus may enter into contractual arrangements under circumstances that raise legitimate concerns regarding the genuineness and independence of their consent. Against this backdrop, courts increasingly recognize that formal equality of the parties does not necessarily guarantee substantive fairness, particularly where disparities in age, health, social capital, or bargaining power are evident.

Judicial oversight in these cases is therefore not directed toward curtailing the principle of freedom of contract as such, which remains a cornerstone of private law. Rather, its purpose is to prevent the distortion of contractual autonomy into a vehicle for abuse of rights or a mechanism of unilateral dominance. As has been observed in European private law scholarship (Hondius & Janssen, 2010:21-22), the doctrine of abuse of rights operates precisely to ensure that private autonomy is not exercised in a manner contrary to its social function or fundamental principles of justice.

In assessing the validity and enforceability of inheritance contracts, courts scrutinize not only the formal compliance of the agreement with statutory requirements but also the broader context in which it was concluded. This includes evaluating the presence of undue influence, exploitation of vulnerability, informational asymmetry, or manifest imbalance in reciprocal obligations. Through such a contextual and principled approach, the judiciary seeks to ensure that contractual freedom operates within the boundaries of good faith, fairness, and proportionality, thereby safeguarding both the integrity of private autonomy and the dignity of individuals who may be structurally disadvantaged within the contractual relationship as it was highlighted by O. Lando & H. Beale (2000:73).

Particular significance in contemporary judicial practice is attached to the assessment of the performance or non-performance of obligations in their dynamic development rather than in isolation within discrete factual episodes. Courts increasingly proceed from the understanding that contractual relations arising from an inheritance contract are inherently continuous and relational in nature, often extending over a considerable period of time and encompassing a complex set of reciprocal expectations. Accordingly, judicial evaluation is not confined to identifying a single breach as a formally ascertainable факт, but instead entails a comprehensive examination of the overall pattern of conduct demonstrated by the parties throughout the lifespan of the contractual relationship.

In this context, courts take into account the systematic character of violations, their duration, underlying causes, and the degree to which such conduct has affected the achievement of the fundamental purpose of the inheritance contract. The intensity and persistence of non-performance, the presence or absence of good faith efforts to remedy shortcomings, and the proportionality between the breach and the legal consequences sought are all subjected to careful scrutiny (Lando & Beale, 2000: 249-254). This methodological approach reflects an appreciation of the teleological dimension of inheritance contracts, which are typically

aimed not merely at the transfer of property, but at securing care, maintenance, or other forms of personal support for the transferor during their lifetime.

By adopting this dynamic and purpose-oriented mode of analysis, courts are able to transcend rigid formalism and avoid mechanical reliance on the literal wording of contractual clauses. Instead, they seek to ascertain the substantive reality of the legal relationship and to ensure material justice in circumstances where a purely textual interpretation would fail to capture the true balance of rights and obligations between the parties. Such an approach enhances doctrinal coherence and reinforces the broader commitment of private law adjudication to fairness, proportionality, and the protection of legitimate expectations.

The aforementioned judicial practice is consonant with broader European tendencies in the evolution of succession and contract law, within which the court is increasingly perceived not merely as an organ of formal norm application, but as an active guarantor of a fair balance of interests. Contemporary European private-law discourse has progressively moved beyond a rigidly positivist paradigm, embracing instead a model of adjudication grounded in proportionality, good faith, and the protection of legitimate expectations. In this framework, judicial intervention is not regarded as an encroachment upon private autonomy, but as a necessary corrective mechanism designed to preserve the integrity of consensual arrangements and to prevent structural imbalances from undermining substantive justice.

Ukrainian courts are gradually internalizing and operationalizing these methodological orientations. Through case law, they are shaping an emergent doctrinal understanding in which the inheritance contract is conceptualized as a complex and highly personalized legal construct. It is no longer viewed solely as a technical instrument for the posthumous transfer of assets, but rather as a relational and value-laden arrangement that integrates elements of private autonomy, social responsibility, and heightened standards of good faith. Such a reconceptualization reflects an appreciation of the inheritance contract's dual character: it embodies the freedom of individuals to structure their proprietary relations according to their will, while simultaneously implicating ethical considerations related to care, dependency, and intergenerational solidarity.

By embedding these principles into judicial reasoning, Ukrainian jurisprudence contributes to the formation of a doctrinal model in which contractual freedom operates within a normative environment structured by fairness, proportionality, and social sensitivity. The inheritance contract, in this perspective, emerges as a sophisticated legal mechanism requiring nuanced interpretative approaches and a contextual evaluation of the parties' conduct. This trajectory not only aligns domestic practice with European legal developments but also strengthens the systemic coherence of Ukrainian private law by harmonizing autonomy with responsibility and formal legality with substantive justice.

In conclusion, judicial practice in disputes arising from inheritance contracts, although still in the process of formation, reveals a discernible and consistent trajectory toward contextual and value-oriented interpretation. Courts increasingly move beyond a purely formalistic reading of contractual provisions, instead engaging in a comprehensive assessment of the parties' intentions, the underlying purpose of the agreement, and the broader principles of fairness, good faith, and proportionality. Such an interpretative paradigm enables a more effective protection of the rights and legitimate interests of the parties, ensuring that the contractual mechanism of succession operates in a manner consistent with fundamental civil law principles.

This evolving approach contributes to strengthening confidence in the contractual model of succession as a viable alternative to testamentary disposition. At the same time, it establishes doctrinal and practical foundations for the further development of the institution of inheritance contracts within Ukrainian civil law, particularly in light of the progressive harmonization of national legislation and jurisprudence with contemporary European legal standards (Duta & Herler 2016:12).

One of the central - and at the same time most debated - issues in judicial practice concerning contractual inheritance relations lies in determining the threshold of material breach, that is, establishing the conditions under which non-performance or improper performance of obligations may be regarded as sufficiently serious to justify the application of civil law remedies, most notably the termination of an

inheritance contract. The complexity of this task stems from the specific nature of the inheritance contract as a long-term legal relationship, within which the assessment of the parties' conduct cannot be reduced to an isolated instance of breach. Rather, it necessitates a comprehensive evaluation of the entirety of the parties' interactions, the duration and character of their cooperation, and the overall balance of contractual expectations.

As O. V. Nestertsova-Sobakar observes, the obligations of the acquirer under an inheritance contract give rise not only to conventional grounds for liability, comparable to those found in other contractual arrangements, but also to distinct legal consequences intrinsically linked to the moment of the alienator's death or to the fulfillment of conditions specifically determined by the contract itself. This dual dimension of responsibility - combining general contractual principles with succession-related contingencies - further complicates the judicial determination of materiality and calls for a nuanced, context-sensitive approach capable of reconciling contractual autonomy with the protective function of inheritance law (2016: 165).

Summarizing the approaches developed in Ukrainian judicial practice, it is possible to identify a number of relatively stable criteria employed in determining the materiality of a breach. Foremost among these is the systematic nature of the violation, which indicates not an incidental or technical failure in the performance of obligations, but rather a persistent pattern of bad-faith conduct. Courts tend to distinguish between isolated shortcomings and sustained non-compliance, recognizing that the latter more convincingly demonstrates a fundamental disruption of the contractual equilibrium.

Single or minor deviations, as a rule, are not deemed sufficient to warrant the application of the most severe civil law remedies, particularly termination, unless they produce a cumulative adverse effect that substantially undermines the purpose of the agreement. In this respect, judicial reasoning reflects an effort to preserve contractual stability while simultaneously safeguarding the legitimate expectations of the parties, thereby aligning the assessment of material breach with broader principles of proportionality and fairness in private law adjudication.

A second significant criterion concerns the duration of non-performance or improper performance of obligations, since it is precisely the prolonged character of a breach that may indicate a *de facto* loss of interest in achieving the contractual purpose or a disregard for the essential expectations of the other party. Unlike momentary or technical lapses, sustained non-compliance may demonstrate a structural failure in the execution of the agreement and, consequently, a substantive disturbance of the contractual balance.

In the context of inheritance contracts - where obligations frequently assume a continuous or periodic nature, such as care, maintenance, or personal support - the temporal dimension of a breach acquires particular evidentiary weight. The persistence of inadequate performance over time may not only aggravate its practical consequences but also serve as a persuasive indicator of bad faith or unwillingness to fulfill the agreed-upon duties. Accordingly, courts tend to attribute heightened significance to the duration of the violation when assessing its materiality, especially where the contractual relationship is built upon ongoing personal involvement and trust.

A general trend observable in judicial practice is the gradual abandonment of a rigidly formalistic approach under which any deviation from the contractual terms would automatically qualify as a material breach. Instead, courts increasingly rely on evaluative categories, particularly the principles of good faith, reasonableness, and fairness, which enable a more flexible and context-sensitive legal response tailored to the specific circumstances of each case. Such principles have become central methodological tools in contemporary European private law, allowing courts to balance contractual autonomy with equitable considerations (von Bar & Clive 2009: 181-187).

Through the application of these principles, courts engage in a nuanced balancing of the parties' interests, seeking to prevent both the abuse of rights by a party who formally invokes a breach in pursuit of strategic advantage and the disregard of genuinely adverse consequences resulting from the counterparty's improper conduct. This shift reflects a broader movement toward substantive justice in private law adjudication, whereby the qualification of a breach as material depends not merely on textual non-compliance, but on its actual significance within the relational and normative structure of the contract.

Accordingly, the judicial approach to determining the materiality of breach in inheritance contracts is characterized by a contextual and value-oriented orientation, aligning with contemporary European standards of contract and succession law. Rather than adhering to rigid formalism, courts adopt an interpretative framework that integrates normative principles with a careful assessment of the factual matrix of each dispute, thereby ensuring that legal qualification reflects substantive justice as well as doctrinal coherence.

This approach contributes to the development of a model of liability that is both flexible and predictable. Within such a framework, the termination of an inheritance contract is conceived as an exceptional remedy, permissible only where there is clear evidence of a profound erosion of trust and a demonstrable impossibility of achieving the underlying purpose of the legal relationship. By reserving dissolution for cases involving a fundamental disruption of the contractual equilibrium, judicial practice reinforces the stability of succession arrangements while safeguarding the legitimate expectations of the parties.

A particular degree of complexity in the sphere of succession law lies in the proper establishment of the fact of performance or improper performance of an inheritance contract, as this determination directly conditions the possibility of imposing civil liability or securing judicial protection of an infringed right. Given the specific nature of inheritance contracts - often characterized by long-term, personal, and trust-based obligations - the evidentiary process may involve not only documentary proof but also the assessment of conduct over time, patterns of interaction, and the broader relational context in which the agreement was executed.

Contemporary national judicial practice consistently underscores that the burden of proof rests with the party advancing the claim, that is, with the party alleging the existence of a breach or non-performance of contractual obligations. This allocation of evidentiary responsibility constitutes a fundamental procedural principle, ensuring a fair distribution of procedural duties and safeguarding the equality of arms between the parties to the dispute. By adhering to this standard, courts reinforce both procedural fairness and the doctrinal coherence of civil adjudication in the domain of inheritance law.

At the same time, both legislation and judicial practice allow for the admission of an exceptionally broad range of evidence, among which written documents, electronic data carriers, witness testimony, and expert opinions occupy a central role. Of particular importance are circumstantial or indirect forms of evidence, which enable the court to draw reasoned inferences regarding the fulfillment or non-fulfillment of contractual obligations when direct proof is either absent or insufficient.

This evidentiary approach assumes heightened significance in cases involving the performance of personal, non-property obligations, as such duties are inherently subjective and individually defined, often resisting verification through formal documentation alone. In these contexts, courts must rely on a comprehensive assessment of behavioral patterns, corroborative testimony, and other contextual indicators to establish whether the parties have met their contractual responsibilities, thereby ensuring both the practical enforceability of the inheritance contract and the protection of the legitimate expectations of all involved parties.

A particular challenge in the field of succession law lies in the proper establishment of whether an inheritance contract has been duly performed or improperly executed, as this determination directly affects the ability to hold a party liable or to secure protection of a violated right. Contemporary national judicial practice consistently emphasizes that the burden of proof rests on the party asserting the claim - that is, the party alleging the existence of a breach or non-performance of contractual obligations.

This principle is fundamental to ensuring a fair allocation of procedural responsibilities and upholding procedural equality between the parties to the dispute. By assigning the evidentiary burden to the claimant, courts promote both the integrity of the adjudicative process and the equitable treatment of participants, thereby reinforcing the procedural foundations necessary for effective enforcement and protection of rights under inheritance contracts (Walter, 2015: 23-29).

Both legislation and judicial practice permit the use of an exceptionally broad spectrum of evidence, among which written documents, electronic data carriers, witness testimony, and expert opinions occupy a central role. Of particular significance are indirect or circumstantial forms of evidence, which enable the

court to draw reasoned conclusions regarding the fulfillment or non-fulfillment of obligations when direct proof is either absent or insufficient.

This evidentiary consideration becomes especially pertinent in cases involving the performance of personal, non-property obligations, as such duties are inherently subjective and often cannot be substantiated solely through formal documentation. In these circumstances, courts must rely on a holistic assessment of behavioral patterns, corroborating testimony, and other contextual indicators to determine whether the contractual obligations have been appropriately executed, thereby ensuring both the enforceability of inheritance contracts and the protection of the legitimate expectations of all parties involved.

The Supreme Court, through its jurisprudence, establishes stable legal benchmarks for lower courts by articulating principles that promote a consistent approach to the evaluation of inheritance disputes, while simultaneously allowing space for the individualization of each specific case. For instance, in the decision of the Grand Chamber of the Supreme Court dated 26 June 2024 in case No. 686/5757/23, the Court emphasized that, in instances where the deadline for accepting an inheritance has been missed, it is crucial to consider the heir's freedom of will alongside the need for a balanced approach to the proportionality of rights and obligations between the parties - particularly in circumstances where the testator's intent constitutes the sole basis for succession. This reasoning underscores the Court's commitment to harmonizing respect for testamentary autonomy with equitable treatment in succession proceedings.

Among the specific legal conclusions of the Supreme Court, particular attention should be given to the decision of the Joint Chamber of the Cassation Civil Court dated 10 April 2023 in case No. 591/1419/20, which clarified that only the parties to an inheritance contract - the alienator or the acquirer - are entitled to initiate a claim for its termination on the grounds of improper performance of obligations. Should other individuals, such as heirs, incur expenses resulting from such improper performance, they may seek reimbursement of those costs in accordance with the general provisions of the Civil Code of Ukraine. This ruling underscores the principle that enforcement of contractual remedies remains within the exclusive domain of the contractually bound parties, while third parties' claims are addressed through the broader framework of civil liability.

In its jurisprudence, the Supreme Court establishes stable legal benchmarks for lower courts by articulating principles that promote a consistent approach to the assessment of inheritance disputes, while simultaneously allowing room for the individualization of each case. The Court emphasizes that the expectation of a right to inherit is not absolute or automatically enforceable; rather, it may be protected by law within the framework of contractual and statutorily established obligations. This approach enables a balanced reconciliation of the private interests of heirs with overarching principles of fairness, ensuring that succession law operates in a manner that is both predictable and equitable.

The Supreme Court places particular emphasis on the inadmissibility of formalistic or automatic application of sanctions in cases of breach of an inheritance contract. Jurisprudence demonstrates that courts are obliged to conduct a detailed assessment of the actual consequences of a breach, to evaluate the proportionality between the extent of the violation and the claims asserted, and to take into account the specific characteristics of the legal relationship as well as the circumstances of the particular inheritance dispute. This approach helps to prevent disproportionate restrictions on the parties' rights and ensures that judicial decisions are both adequate and fair, aligning with contemporary standards of procedural evaluation and the protection of civil rights.

At the same time, the benchmarks established by the Supreme Court contribute to the development of doctrinal approaches in inheritance law, particularly regarding the determination of the limits of liability for breach of contractual obligations and the balancing of heirs' rights with the effective performance of contractual provisions. Such a judicial position not only strengthens legal certainty but also promotes consistent interpretation and application of the law, thereby significantly enhancing the predictability of court decisions in the field of succession law.

European legal systems exhibit a marked convergence in approaches to determining liability in the context of contractual inheritance relations. In most continental European jurisdictions, a compensatory concept of liability predominates, whereby sanctions are primarily aimed at redressing losses rather than punishing

the defaulting party (Schutze, 2021: 83-90). Termination of an inheritance contract is therefore regarded by courts as an exceptional and extraordinary measure, the application of which necessitates a careful assessment of the specific circumstances of each case. Jurisprudence of the Court of Justice of the European Union and the European Court of Human Rights (ECtHR) indirectly shapes the development of national standards, emphasizing several critically important principles: legal certainty, proportionality of remedies, and the protection of the parties' legitimate expectations. These principles collectively inform a balanced and coherent approach to succession disputes, aligning national practices with broader European norms and reinforcing the predictability and fairness of judicial outcomes in the field of inheritance law.

In particular, in the case of *Quilichini v. France*, the European Court of Human Rights (ECtHR) held that discriminatory treatment in inheritance rights among heirs, arising from changes in national legislation, constitutes a violation of the prohibition of discrimination in conjunction with the right to peaceful enjoyment of possessions (Article 14 of the Convention read in conjunction with Article 1 of Protocol No. 1) where there is no objectively and reasonably justified relationship between the legislative aim and the outcome of its application (ECHRCaseLaw). This ruling underscores the critical importance of balancing legislative intent with equitable treatment of heirs, reinforcing the principle that succession law must respect both procedural fairness and substantive equality in line with fundamental human rights standards.

Another landmark precedent is *Marckx v. Belgium*, in which the Court did not find a direct violation of the right to property (Article 1 of Protocol No. 1) but recognized that restrictions on inheritance rights outside of marriage, absent adequate legal protection, could produce unacceptable consequences for equality and respect for private and family life (Article 8 read in conjunction with Article 14). This decision highlights the necessity of safeguarding heirs' rights in a manner that respects both non-discrimination and the integrity of family relationships, reinforcing the principle that succession law must harmonize legal certainty with fundamental human rights protections.

Overall, judicial practice demonstrates a flexible approach to the evaluation of evidence in the context of succession relations, combining classical and traditional methods of proof with modern forms of information gathering and behavioral assessment. At the same time, courts carefully scrutinize the reliability and significance of each piece of evidence, paying particular attention to the logical correlation between the available evidence and the claims asserted. This enables the formation of a comprehensive and well-reasoned judicial assessment regarding the performance of an inheritance contract.

Such an approach not only safeguards the rights of the parties but also contributes to the development of evidentiary doctrine in succession law, highlighting the role of judicial practice in establishing consistent standards for the evaluation of evidence and reinforcing principles of procedural fairness (Roberts & Delmas-Marty 2000:41-48; van Rhee & Uzelac 2012:83-90).

In this context, the jurisprudence of the Court of Justice of the European Union and the European Court of Human Rights indirectly shapes the development of national standards in inheritance law. Through their decisions, these bodies emphasize critically important principles - namely, legal certainty, proportionality of measures, and protection of the parties' legitimate expectations. The application of these principles in national practice helps to balance the interests of heirs, the performance of contractual obligations, and the stability of legal relationships, which is fundamental to the development of civil law.

Accordingly, European trends establish a legal framework that encourages a measured and reasoned approach to the application of liability measures, promoting the unification of doctrinal foundations and practical standards, as well as enhancing the predictability of judicial outcomes in contractual inheritance relations. This orientation guides national courts toward upholding principles of fairness, protecting human rights, and ensuring the effective functioning of the legal order.

## 5. Conclusions.

In conclusion, judicial practice concerning inheritance contracts has increasingly evolved to emphasize the empowerment of the contracting parties, ensuring that their respective rights and obligations are

interpreted and enforced in a manner that carefully balances fairness, legal certainty, and contractual autonomy. Courts are no longer confined to rigid, formalistic analyses; instead, they employ a sophisticated combination of traditional legal doctrines and modern evidentiary approaches, allowing them to assess performance, partial performance, non-performance, and material breaches in a way that accounts for the specific circumstances and intentions of the parties involved. This context-sensitive adjudication reflects a broader trend toward recognizing the complexity and individuality of contractual arrangements within the realm of succession law, where the interplay of personal, familial, and economic interests often demands more than a purely mechanical application of rules.

European jurisprudence, particularly the case law of the European Court of Human Rights (ECtHR) and the Court of Justice of the European Union (CJEU), provides a rich source of comparative guidance that complements national legal practice. These courts reinforce fundamental principles such as proportionality, the protection of legitimate expectations, and the respect for human rights, which are increasingly influential in shaping domestic judicial reasoning. By drawing upon these European standards, national courts are better equipped to reconcile the often competing demands of contractual freedom, equitable treatment of heirs and beneficiaries, and societal expectations of justice. This harmonization of national and European legal principles contributes to the development of a coherent, predictable, and doctrinally sound framework for the resolution of disputes arising from inheritance contracts.

Furthermore, the contemporary approach to inheritance contracts reflects an ongoing commitment to safeguarding both individual and collective interests. By integrating modern interpretative techniques and comparative legal insights, courts not only ensure that contractual obligations are enforced fairly but also foster legal certainty that benefits all stakeholders. This dual focus promotes the protection of individual rights while simultaneously supporting the stable and gradual development of succession law in line with evolving European norms and values. In this way, judicial practice transcends mere dispute resolution, serving as a mechanism for reinforcing trust in the legal system, preserving the integrity of contractual arrangements, and guiding the evolution of inheritance law toward a more balanced and socially responsive model. Ultimately, this sophisticated and multi-layered approach strengthens the overall predictability, fairness, and legitimacy of inheritance law, demonstrating that contractual autonomy and equitable oversight are not mutually exclusive but mutually reinforcing principles.

## References:

1. Dikovska, I. (2019). Conflict of laws regulation of contractual dispositions upon death: Should Ukraine follow the EU's approach? *Zbornik Pravnog Fakulteta u Zagrebu*, 69(3), 377-409. <https://doi.org/10.3935/zpfz.69.3.03>
2. Dutta, A., & Herrler, S. (2016). *EU succession regulation (No 650/2012): A commentary*. C.H. Beck; Hart Publishing.
3. Goncharova, A. (2021). European inheritance certificate. *Krakowskie Studia Małopolskie*, 1(29).
4. Hondius, E., & Janssen, A. (2010). *The abuse of rights in European private law*. Cambridge University Press.
5. Köhler, A. (2015). *European succession law*. C.H. Beck.
6. Kravchyk, M., & Tur, O. (2021). Osoblyvosti ukladennia spadkovogo dogovoru za zakonodavstvom Ukrainy ta zakonodavstvom krain Evropeiskogo Soizu [Peculiarities of concluding an inheritance agreement under the legislation of Ukraine and the legislation of the European Union]. *Visnyk Lvivskogo Universytetu. Serii: Pravo - Visnyk of the Lviv University. Series: Law*.
7. Kukharyev, O. Y. (2020). Dogmatic construction of universal legal succession in the field of inheritance law. *Visnyk Kharkivskoho natsionalnoho universytetu vnutrishnikh sprav - Bulletin of Kharkiv National University of Internal Affairs*, (3). <https://doi.org/10.32631/v.2020.3.04>



8. Kukharyev, O. Y. (2016). Do pytannia schodo zabezpechennia vykonannia spadkovogo dogovory pislis smerti vidchuzhuvacha [On ensuring performance of an inheritance contract after the death of the alienor] (Unpublished manuscript). <https://doi.org/10.21564/2414-990x.134.73047>
9. Lando, O., & Beale, H. (Eds.). (2000). Principles of European contract law: Parts I and II. Kluwer Law International.
10. Nestertsova-Sobakar, O. V. (2016). Spadkove pravo Ukrainy [Inheritance law of Ukraine]. Alerta.
11. Reid, K. G. C., de Waal, M. J., & Zimmermann, R. (Eds.). (2020). Comparative succession law: Volume III: Mandatory family protection. Oxford University Press. <https://doi.org/10.1093/oso/9780198850397.001.0001>
12. Reid, K. G. C., de Waal, M. J., & Zimmermann, R. (Eds.). (2015). Intestate succession (Comparative succession law series, Vol. 2). Oxford University Press.
13. Roberts, P., & Delmas-Marty, M. (2000). Evidence across Europe. Oxford University Press.
14. Schütze, R. (2021). European Union law. Oxford University Press.
15. Toporkova, M., Puhach, A., Sukhorebra, T., Khlystik, M., & Polyukhovych, O. (2025). Substantive law governing the aspects of protecting the right to inheritance: Ukrainian model and EU experience. *Cadernos de Dereito Actual*, (30). <https://cadernosdedereitoactual.es/index.php/cadernos/article/view/1363>
16. Trufanova, Y., & Yatsenko, K. (2022). Inheritance agreement: Harmonization with the law of the European Union. *Aktualni problemy prava - Actual Problems of Law*, (2). <https://doi.org/10.35774/app2022.02.115>
17. von Bar, C., & Clive, E. (2009). Principles, definitions and model rules of European private law: Draft Common Frame of Reference (DCFR). Sellier European Law Publishers.
18. van Rhee, C. H., & Uzelac, A. (2012). European civil procedure. Intersentia.
19. Walter, C. (2015). The law of evidence in Europe. Oxford University Press.
20. Zalucki, M. (2017). Introduction. In *Uniform European inheritance law: Myth, dream or reality of the future*. AFM Publishing House.

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