

МІНІСТЕРСТВО ОСВІТИ І НАУКИ УКРАЇНИ  
СУМСЬКИЙ ДЕРЖАВНИЙ УНІВЕРСИТЕТ  
КАФЕДРА ІНОЗЕМНИХ МОВ  
ЛІНГВІСТИЧНИЙ НАВЧАЛЬНО-МЕТОДИЧНИЙ ЦЕНТР

МАТЕРІАЛИ ІХ МІЖВУЗІВСЬКОЇ  
НАУКОВО-ПРАКТИЧНОЇ КОНФЕРЕНЦІЇ  
ЛІНГВІСТИЧНОГО НАВЧАЛЬНО-МЕТОДИЧНОГО ЦЕНТРУ  
КАФЕДРИ ІНОЗЕМНИХ МОВ

**“TO MAKE THE WORLD SMARTER AND SAFER”**

(Суми, 26 березня 2015 року)  
The ninth scientific practical student`s, postgraduate`s and teacher`s  
LSNC conference

## THE INSTITUTE OF MARRIAGE CONTRACT IN UKRAINE

V. Dubova – Sumy State University, group U- 31  
S.V.Podolkova – EL Adviser

Ukraine's independence led to the gradual intensification of market relations and the establishment of private property as the leading type of property. These fundamental changes needed appropriate changes in the system of law in Ukraine and they also concerned the family law. Though the institute of marriage contract was introduced in 1992, but in fact it is applied rather seldom. This is primarily due to the long-term Soviet tradition, firmly established in the minds of the older generations and citizens who are quite critical to the marriage contract. So the imperfectness of the marriage contract institute in law determines the relevance of models on improving its standards and future prospects of its practical use in modern times.

Regulation and function problems of the marriage contract in the law science were reviewed and analyzed in the papers of such scholars as: V.S. Zhylinkova, V.S. Hopanchuk, G.P. Tseverenko and V.A. Antoshkina. The problem of the marriage contract institute establishing in the family law was thoroughly investigated by the Candidate of Law Sciences O.A. Ulyanenko in her thesis, 2003.

Though the Institute of marriage contract has been known since Roman times, but in Ukraine it was introduced only in 1992 as a supplement to the current Code of Marriage and Family in Ukraine of that time. Nowadays, the regulation of the rights and responsibilities of spouses marriage contract is stipulated in chapter 10 of the current Family Code of Ukraine, 2003.

Despite over a decade existence of the marriage contract in Ukraine, it is still seldom applied, indicating that the Soviet view about the regulation of property relations between spouses is more common. Statistics data of 2012 exhibit that only 1357 marriage contracts were signed, mainly in Kiev, but in the regions the average

number of marriage contracts do not exceed few dozens a year. That is, Ukrainian people often improperly equate notions of marriage and marriage contract and as a result they do not want their signing.

At present the concept of marriage contract is not clearly assigned in legislation. Experts, carrying out the researches and developments in the field of marriage and family relations, consider the marriage contract notion as an agreement of persons, who applied for marriage or spouses, the object of which is the establishing of property rights and obligations, resolving of family life disputes, marriage bounds, their existence or termination.

The Family Code establishes object of relations that can be regulated by marriage contract between spouses, namely, the legal status of the property, the procedure of housing, and the right to its possessing. That is, marriage contract can govern the questions that really are not fully regulated or provided legally. The legislation provides a unilateral change in the conditions of marriage contract, but just in the instances when the condition change is necessary in the interest of one of the spouses or minor, disabled children.

The Family Code of Ukraine provides the cases of termination or rejection from rights and obligations. Taking into consideration bilateral form of marriage contract, its termination or rejection is performed bilaterally. There are cases when termination is one-sided in court, if the circumstances are essential. A marriage contract as a form of civil law transactions may be invalidated if any rules are contrary to applicable laws; incompetent or partly incompetent subject composition persons who signed the marriage contract; breach of contract notarial form; or if the subject of regulated relations in the marriage contract is also non-property rights and responsibilities of spouses.