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Analysing the Effectiveness of Legal Regulation of Contractual Relations during Martial Law in Ukraine: A Literature Review

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Abstract: This article examines the current challenges in regulating contractual relationships during emergencies, especially in martial law. Its uniqueness lies in the interdisciplinary approach that integrates legal analysis, comparative jurisprudence, and economic factors while also considering the ongoing military situation in Ukraine. The primary objective of this article is to assess the effectiveness of Ukrainian legal frameworks in handling contractual relations amid martial law and emergencies, highlighting gaps in the current legislation. The article presents a systematic review of the literature on the legal regulation of contractual relations under martial law in Ukraine. It draws on academic publications, legal acts, and judicial practices from 2014 to 2024. The methodology encompasses analysing and comparing approaches to contract law in Ukraine and other countries facing similar conditions. This review enables the systematisation of existing knowledge and improves the legal regulation of contractual relations in Ukraine. The findings reveal that while Ukrainian law offers fundamental protection for contractual relations in emergencies, there are notable gaps, such as vague definitions of force majeure and the absence of specialised judicial procedures for dispute resolution. The comparative analysis suggests international practices could enhance Ukrainian legislation, especially incorporating insurance mechanisms and standardised force majeure clauses. The article concludes that there is a need for further refinement of legal regulations concerning contractual obligations during martial law, including more precise definitions of force majeure and developing specialised dispute resolution mechanisms. Adopting international best practices could significantly improve Ukraine's legal framework in crises. Therefore, this study offers valuable insights for legislators, legal professionals, and businesses to bolster legal certainty and stability in contractual relations during emergencies.

Keywords: law enforcement in crisis conditions, adaptation of legislation, contractual stability, wartime legal challenges, protection of civil rights.

Introduction

Assessing the effectiveness of legal regulations governing contractual obligations during martial law in Ukraine is a critical and unresolved concern. The enforcement of martial law exerts significant strain on state institutions and the legal framework, making it challenging to fulfil contractual obligations. This scenario calls for reexamining legal strategies to balance state interests, ensure public safety, and protect contractual rights (Bondarenko, 2022).

The effectiveness of legal regulation of contractual relations during martial law presents several critical issues:

Ambiguity in the Legal Status of Contracts: The introduction of martial law alters the conditions under which contractual obligations are fulfilled, potentially resulting in scenarios where parties may be unable or unwilling to meet their commitments. Clarifying the legal status of these contracts, as well as the procedures for their execution or termination, is essential.

- **Protection of Parties' Rights:** During martial law, there is a heightened risk of infringing upon the rights of contracting parties, mainly due to potential government intervention or changes in legislation. This aspect underscores the need for legal safeguards to protect parties and ensure fair compensation for rights violations.
- **Force Majeure and Its Implications:** Understanding how force majeure affects contractual relations is crucial, especially concerning its role in absolving parties from liability for non-performance. It is necessary to thoroughly examine which circumstances qualify as force majeure and the consequent impact on contractual obligations.

Legal Framework for Public Procurement and Defense Contracts: Effective regulation of public procurement, particularly concerning the defence sector, becomes increasingly relevant during martial law. Ensuring transparency, efficiency, and reliability in such contracts and establishing national security priorities is vital.

Focusing on these aspects is essential for addressing the challenges of legal regulations governing contractual relations in martial law. Examining these elements will assist in identifying necessary legislative changes to protect parties legally, uphold economic stability, and maintain law and order. Ultimately, this study aims to contribute to developing legal instruments that will help adapt contractual relations to the requirements of martial law, ensuring their reliability and predictability.

Research Problem

The legal regulation of contractual relations under martial law is a relatively unexplored topic in academic literature, leading to gaps in understanding the effectiveness of current legislation and its application in practice. The issues of protecting the rights of contracting parties, adapting contract terms to the extreme conditions of warfare, and maintaining stability in legal relations under such circumstances are particularly pressing.

In this article, we aim to address these gaps by reviewing and systematising scholarly publications dedicated to the legal regulation of contractual relations in emergencies, specifically under martial law. This approach will help identify key trends and issues that remain insufficiently covered.

The scientific novelty of this study lies in systematising existing knowledge on this topic, which will contribute to the further development of theory and practice in the legal regulation of contractual relations in crisis conditions.

Research Aim and Research Questions

This research aims to conduct a thorough analysis of the effectiveness of legal regulations governing contractual relations during martial law in Ukraine. It seeks to identify existing issues and deficiencies in the current legislation regarding the performance, modification, or termination of contractual obligations in this context.

Objectives of the study:

- to identify the main problems faced by the subjects of contractual relations during martial law;
- to assess the effectiveness of legal mechanisms governing contractual relations under martial law, taking into account force majeure and protection of the parties' rights;
- to analyse the existing approaches to legal regulation of public procurement and defence procurement under martial law;
- to offer suggestions for enhancing legislation to provide legal clarity and safeguard the interests of contracting parties during martial law.

Therefore, the study intends to pinpoint problematic areas and formulate specific recommendations aimed at improving the effectiveness of legal regulations governing contractual relations in the challenging environment of martial law.

Literature Review

Research on the legal oversight of contractual relations during periods of martial law emphasises the exploration of legal frameworks that ensure stability and protect the interests of parties involved in challenging circumstances. Numerous scholars, including Kibenko (2024) and Makarenko and Makarenko (2022), investigate the definitions and applications of force majeure within legal contexts. They highlight the necessity for clear legislative standards delineating the conditions qualifying as force

majeure. This concern is particularly pressing during martial law, as the likelihood of failing to meet contractual obligations significantly increases.

Malinovska et al. (2022) and Melnyk (2022) discuss the doctrine of frustration, which permits parties to withdraw from contracts in the face of unforeseen events that complicate or render it impossible to fulfil obligations. The researchers stress the significance of this doctrine in preserving legal fairness and safeguarding the interests of both parties involved.

A distinct area of inquiry focuses on analysing international practices regarding the legal regulation of contractual relations under crisis scenarios. Cherednichenko (2024) and Reznichenko (2024) compare the legal frameworks of various countries, including the United States, the United Kingdom, Germany, and Ukraine, stressing the differences in their approaches to force majeure and contractual regulations during emergencies. They also note the effectiveness of insurance mechanisms and specialised judicial processes in promoting legal certainty and protecting party interests.

In summarising the literature review, several critical areas remain underexplored or absent in the context of legal regulation concerning contractual relations during martial law in Ukraine and other emergencies. Despite significant advancements in digital technologies and their increasing relevance in commercial transactions, the usage of electronic contracts and digital platforms for managing contractual agreements during crises has not been thoroughly investigated. This gap is especially pertinent when physical access to documents or negotiations is restricted.

Furthermore, empirical studies are scarce analysing actual applications of legal norms during martial law or other emergencies. Most existing research tends to be theoretical, limiting the ability to derive practical recommendations. Additional research is needed to explore how the legal regulation of contractual relations during crises influences the business environment and the economy overall. This is vital for crafting legislation that safeguards the rights of involved parties and supports economic stability. Consequently, the literature review has identified several gaps that warrant further investigation. These unexplored and contentious issues present promising opportunities for future research that will enhance understanding of the problem and aid in refining the legal regulation of contractual relations in Ukraine and internationally.

Materials and Methods

The research methodology is based on the principles of a systematic literature review, encompassing the selection of relevant sources, their critical analysis, and the synthesis of findings. Particular emphasis is placed on comparing national legal approaches to regulating contractual relations under martial law and the experiences of other countries facing similar conditions.

This review article applied a comprehensive approach to analysing academic literature concerning the legal regulation of contractual relations under martial law. Critical sources for analysis included scholarly publications, legal acts, case law, and reports from international organisations covering contract law issues in crises and emergencies.

Materials were gathered through searches in academic databases such as Scopus, Web of Science, and Google Scholar, as well as from national legal sources. The review included publications from 2014 to 2024 that addressed critical aspects of the legal regulation of contractual relations during armed conflicts.

Results

During periods of martial law, legal systems endure considerable pressures and difficulties as shifts in the socioeconomic landscape impact all facets of public life, including contractual relations (Besley, 2015). In Ukraine, similar to other nations, the regulation of contractual obligations has adapted in response to current events. This adaptation is essential for ensuring stability and predictability in

legal relationships, safeguarding the rights and interests of contract parties, and maintaining the state's economic security (Boyko, 2020).

A significant challenge within contractual relations during martial law is the performance of contracts under force majeure conditions (Kot, 2022). Factors such as military operations, economic sanctions, mobilization measures, and other emergencies can significantly hinder the ability of parties to fulfil their contractual duties. Therefore, it is crucial to have precise legal guidelines regarding the term "force majeure" and its implications for contract performance (Melnyk, 2016).

Force majeure is essential in regulating contractual relations, particularly in martial law. It refers to circumstances that release contracting parties from liability for non-performance or inadequate performance of their duties due to unforeseen events beyond their control. The definition and legal ramifications of force majeure in Ukraine are outlined in the Civil Code of Ukraine (2003), the Commercial Code of Ukraine (2003), and various other legislative texts. According to Article 617(1) of the Civil Code of Ukraine (2003), an individual is exempt from liability for breaches of obligations if they can demonstrate that the failure resulted from an accident or force majeure.

Force majeure encompasses exceptional and unavoidable occurrences, including natural disasters, warfare, acts of terrorism, strikes, and civil disturbances. A similar stipulation exists in part 2 of Article 218 of the Commercial Code of Ukraine (2003). The law mandates that any party unable to meet its obligations due to force majeure must promptly inform the other party of the occurrence of such circumstances. This requirement aids in mitigating adverse effects for both parties by allowing for timely responses to the situation (Jansen & Zimmermann, 2018).

Recognising events as force majeure is subject to judicial examination (Khotynska-Nor & Potapenko, 2022). Ukrainian court decisions indicate that to be exempt from liability for non-performance, a party must furnish proof of the existence of force majeure circumstances and their effects on contract performance. Specifically, the Supreme Economic Court of Ukraine, in its ruling dated November 25, 2021 (Law of Ukraine, 2022; Resolution No. 905/55/21, 2021), established that only those events that directly influence the fulfilment of a specific obligation could be classified as force majeure. Therefore, there must be a causal link between the force majeure event and the contract's non-performance or improper performance (Kibenko, 2024; Resolution No. 910/7679/22, 2023).

The implementation of martial law in Ukraine due to the aggression from the Russian Federation is a significant force majeure event that impacts contractual relationships (Decree of the President of Ukraine, 2022; Law of Ukraine, 2019). In this context, it is essential to provide documentary proof of force majeure, notably from the Ukrainian Chamber of Commerce and Industry (Ukrainian Chamber of Commerce and Industry: Letter dated 28.02.2022 No. 2024/2.0-7.1). For instance, in cases of shelling and damage to infrastructure, a goods supplier might be unable to fulfil their contractual obligations by the specified deadline. If the supplier can present documentary evidence confirming the existence of force majeure, they may be exempt from liability for their inability to deliver. However, such circumstances will necessitate that the contracting parties negotiate new terms that accurately reflect the revised conditions for fulfilling obligations (Eversheds Sutherland, 2022; Law of Ukraine, 2020). Consequently, force majeure is crucial in regulating contractual relationships during martial law, as it safeguards the interests of both parties by allowing for exemptions from liability due to unexpected and extraordinary circumstances. Nonetheless, proper documentation and prompt communication regarding these circumstances are vital for preventing disputes and ensuring the continuity of legal relationships (Brusakova, 2020; Law of Ukraine, 2019).

The effectiveness of force majeure legislation can be evaluated through actual data concerning the application of these provisions (Shopina, 2018). The Ukrainian Chamber of Commerce and Industry has reported a notable increase in requests from businesses seeking confirmation of force majeure since the onset of martial law. This trend highlights the importance and effectiveness of relevant legal clauses, specifically Article 617 of the Civil Code of Ukraine (2003). Additionally, the changing conditions under

which contracts were formed may necessitate the revision of contractual terms or, potentially, terminating the contractual relationship. As per Ukrainian law, particularly Article 617 of the Civil Code, a significant change in circumstances that were essential to the contract's formation may lead to its modification or dissolution. Suppose the circumstances shift so that continuing to fulfil the contract becomes excessively burdensome for one party. In that case, they may seek judicial intervention to amend or terminate their contractual obligations.

During martial law, the conditions under which contracts were initially established may change due to several factors:

- **Economic Changes:** Military operations can lead to significant spikes in raw material costs, reduced resource availability, or disruptions in supply chains. These changes may impact the ability to meet financial commitments or deliver goods.
- **Alterations in Legal Regulation:** The imposition of martial law may trigger new rules and regulations that influence contractual terms, including restrictions on imports and exports or modifications to tax policies.
- **Force Majeure:** Events such as military actions, hostilities, mobilisation, or other unforeseen circumstances that are beyond the control of the contracting parties may be classified as force majeure, thereby exempting the parties from liability for failing to meet their obligations.

Various reasons can lead to the termination of contractual obligations during martial law, summarised in Table 1.

Table 1

Grounds for Termination of Contractual Obligations under Martial Law

Basis	Norm of the law	Characteristics
Fulfilment of the obligation	Article 599 of the CCU	Obligations are terminated by proper performance, i.e. when a party has fully fulfilled its obligations under the contract. In cases where military operations make it impossible to perform the contract, the parties may agree to change the terms of performance or terminate the agreement.
Impossibility of execution	Article 607 of the CCU	Obligations are terminated when performance is impossible due to circumstances for which neither party is responsible. For example, if the contract's subject matter is destroyed due to hostilities, the obligations may be terminated.
Consent of the parties	Article 604 of the CCU	The agreement may be terminated by agreement of the parties. In martial law, the parties may agree to terminate the contract if it becomes impossible or unprofitable for both parties to fulfil its terms.
Unilateral withdrawal from the contract	Article 615 of the CCU	Unilateral withdrawal from a contract is permitted in cases provided for by law or contract. For example, if one of the parties to an agreement cannot fulfil its obligations due to military operations, the other party may withdraw from the contract, provided that the contract terms provide for this.

Source: (Bernaz-Lukavetska, 2022; Civil Code of Ukraine, 2003; Commercial Code of Ukraine, 2003; Constitution of Ukraine, 1996; Ratushniak, 2024).

Particular emphasis should be placed on public procurement and defence procurement in the context of martial law (Podbereznykh, 2022). During this time, public authorities may be compelled to enter into contracts for supplying goods, services, and works under stringent deadlines and in an environment characterised by limited competition, which can heighten the risk of abuse and corruption. Consequently, ensuring transparency and competitive practices in public procurement is a critical facet of legal regulation in this field (International Labour Organisation, 2022).

Key legislative documents governing public procurement during martial law include the Law of Ukraine “On Defence Procurement” (2020), the Law of Ukraine “On Public Procurement” (2015), and various resolutions issued by the Cabinet of Ministers of Ukraine that outline the specific procurement protocols applicable in emergencies. Table 2 details the unique aspects of the legal regulation surrounding these processes.

Table 2

Peculiarities of Legal Regulation of Public Procurement and Defence Contracts during Martial Law

Title	Characteristics
Simplified procurement procedures	The legislation allows for simplified and negotiated procurement procedures without tenders, allowing faster supplier contracting. For example, according to Article 3 of the Law of Ukraine “On Defence Procurement” (2020), a negotiation procedure is allowed under martial law, which allows for the conclusion of contracts directly with selected suppliers.
Priority for national producers	According to Article 10 of the Law of Ukraine “On Defence Procurement” (2020), national producers are given preference in defence procurement, which promotes domestic production and reduces dependence on imports.
Control and transparency	Despite simplifying procedures, the legislation requires transparency and accountability of procurement processes. This includes mandatory disclosure of procurement information in the Prozorro electronic public procurement system and reporting to the competent authorities.

Source: Civil Code of Ukraine (2003), Commercial Code of Ukraine (2003), Prymak (2023), Romas (2023), Tserkovnyk (2024).

When evaluating the impact of these changes, it is essential to recognise that simplified procedures can enhance the efficiency and adaptability of public procurement (Pashynsky, 2017). However, they also introduce potential risks concerning transparency and competitiveness within the process, as illustrated by instances of litigation arising from violations in public procurement during martial law (Regulations (new edition) on certification, 2014). Public procurement practice during this period underscores the necessity for effective collaboration among government agencies, military entities, and suppliers. The vital practical considerations are as follows (Jansen & Zimmermann, 2018):

- *Efficiency:* The enforcement of martial law allows government agencies to swiftly address defence requirements, facilitating the timely conclusion of contracts and the delivery of essential goods.
- *Transparency:* Implementing the Prozorro electronic public procurement system ensures that procurement information is accessible, which mitigates the risks of corruption and malpractice.
- *Accountability:* Suppliers involved in defence procurement are held accountable for the timely and quality fulfilment of their contractual obligations, with oversight provided by relevant state authorities.

Challenges arise regarding the legal protection of parties' rights when contractual obligations are breached. Issues concerning liability for non-performance of contracts necessitate clear regulations, particularly in situations where one party may find it physically or legally impossible to meet its obligations due to military actions or other extraordinary circumstances. The legislative framework for safeguarding parties' rights in the event of contractual breaches is outlined in the Civil Code of Ukraine (2003), the Commercial Code of Ukraine (2003), and specific rules enacted in response to martial law. Articles 611-616 of the Civil Code of Ukraine (2003) detail the legal ramifications of failing to uphold obligations, including damages compensation, penalty assessments, and contract termination (Uhrynovska & Slyvar, 2022).

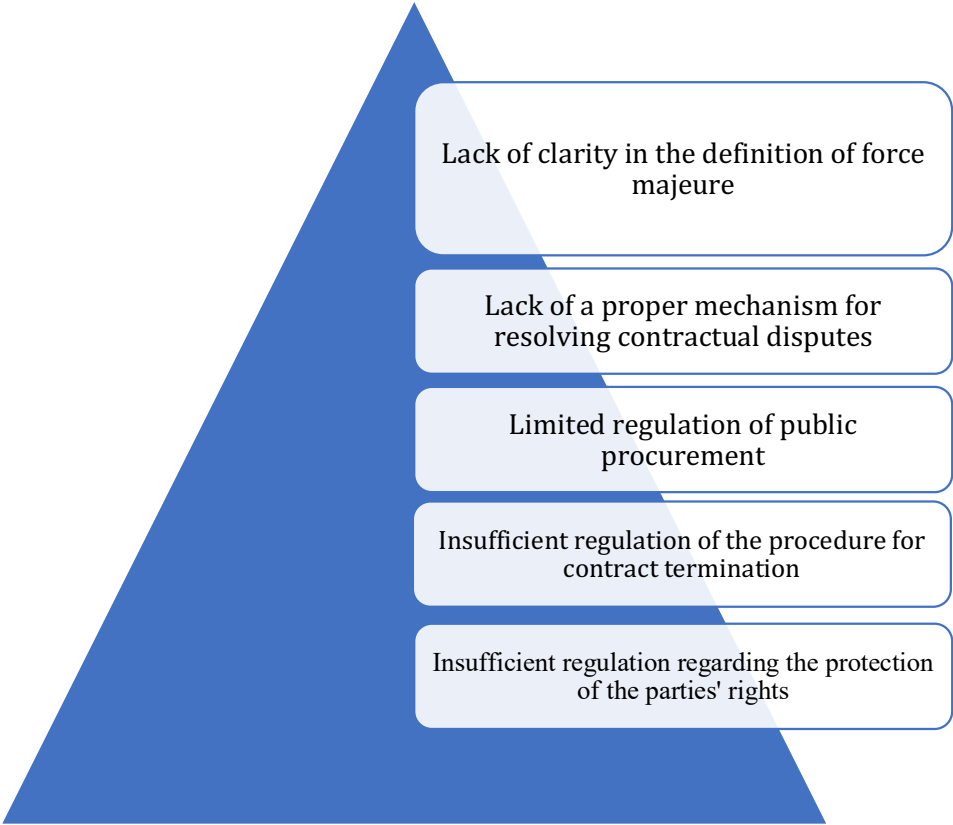
Despite the existence of these legislative safeguards for contractual relations, the practical implementation of these provisions presents several challenges that require attention from lawmakers

and enforcement agencies (Figure 1). One of the primary issues is the ambiguity surrounding the legal definition of force majeure. Although the Civil Code of Ukraine (2003) and related regulations allow exemption from liability due to force majeure, the absence of specific criteria for identifying such circumstances complicates the practical application of this rule. This results in legal ambiguities and inconsistent judicial outcomes (Uhrynovska & Vitskar, 2022).

For instance, case law indicates that certain courts acknowledge force majeure without thoroughly analysing the causal relationship between the war and non-performance, while others call for stringent evidence. This inconsistency can negatively impact the legal protection of contracting parties. Furthermore, the legislation regulating contractual relations does not consistently establish effective mechanisms for resolving disputes that arise from non-performance or inadequate performance of obligations during martial law. The lack of specialised courts or arbitration bodies to address such cases could lead to prolonged dispute-resolution processes and increased expenses for the involved parties (Suprun & Suprun, 2020).

Figure 1

Limitations in the Existing Legislation that Impact the Effectiveness of Legal Regulation during Martial Law



Source: (Kibenko, 2024; Makarenko and Makarenko, 2022; Malinovska et al., 2022; Melnyk, 2022).

Legislative changes that simplify public procurement procedures during martial law, on the one hand, contribute to the efficiency and speedy meeting of the state's needs, particularly in the defence sector. However, simplified procedures can also create conditions for abuse and corruption schemes. The lack of proper control and transparent reporting mechanisms can lead to inefficient use of public funds and decreased trust in state institutions (Roubini, 2022).

The existing legislation lacks detailed provisions outlining the process for terminating contracts when performance becomes impossible due to martial law (Rescher, 2020). This may create legal uncertainty and put the parties to the contract in difficult legal situations. The lack of clear rules on

compensation for damages, risk allocation, and determination of the consequences of contract termination in such cases may lead to numerous court disputes.

Problems also arise in protecting the parties' rights in cases of breach of contractual obligations. Although the law provides for the possibility of going to court, the practical aspects of protecting rights, such as securing evidence, applying for remedies, and enforcing court decisions, may be complicated during martial law. This is due to both objective factors (e.g., destruction or loss of evidence) and subjective factors (imperfections in the legal system).

To gain a clearer perspective on the effectiveness of legal regulation of contractual relations during martial law in Ukraine, it is essential to compare the Ukrainian legal framework with those of other countries. An analysis of international experience allows us to identify best practices that can be used to improve Ukrainian legislation. In this context, it is advisable to consider how different states regulate contractual relations during emergencies and what legal instruments and mechanisms are used to protect the interests of the parties. This comparison will help assess the current state of legal regulation in Ukraine and identify areas for its possible development, taking into account foreign experience (Table 3).

Table 3

A comparison of the Ukrainian legal framework with the legal frameworks of other countries concerning the regulation of contractual relations in emergencies

Country	Legal instruments	Key points	Features and examples
Ukraine	Martial law, force majeure	Deferral of obligations, unilateral termination of contracts, revision of contract terms	The legislation seeks to balance economic stability and national security, with particular emphasis on safeguarding public and private interests.
USA	Force majeure, impossibility, impracticability	Exemption from obligations in case of impossibility or significant difficulty of fulfilment; insurance mechanisms	Federal legislation and case law. The special role of contractual default insurance
United Kingdom	Frustration, force majeure	Exemption from the fulfilment of contractual obligations in case of frustration, the possibility of revision or termination of the contract in case of force majeure	High level of reliance on common law. Significant focus on the doctrine of frustration
Germany	Unmöglichkeit, Wegfall der Geschäftsgrundlage	Release from obligations in case of impossibility of performance, revision of contract terms in case of change of circumstances	The Civil Code (BGB) provides detailed regulation. Proportionality and fairness in contractual relations are ensured.

Source: (Kibenko, 2024; Makarenko and Makarenko, 2022; Tserkovnyk, 2024; Vicente, 2021).

In the United States, regulating contractual relations during emergencies is governed by federal laws and judicial precedents. Essential legal tools in this context include provisions for force majeure and unforeseen circumstances. When faced with natural disasters, warfare, or other emergencies, courts can exempt a party from fulfilling their obligations if it becomes impossible or burdensome. Furthermore, insurance mechanisms play a crucial role in managing the risks associated with non-performance of contracts.

Similarly, in the United Kingdom, the regulation of contractual relations in emergencies relies on common law principles. A significant focus is placed on the doctrine of frustration, which permits parties

to be released from their contractual duties if unforeseen circumstances arise after the contract's formation that renders performance impossible. Additionally, UK legislation allows force majeure clauses that enable parties to modify contract terms or terminate the agreement as needed.

The Civil Code (BGB) governs contractual relationships in Germany during emergencies. The core principles guiding this regulation are "impossibility of performance" (Unmöglichkeit) and "change of circumstances" (Wegfall der Geschäftsgrundlage). According to these principles, if extraordinary situations render contract performance impossible, parties may be absolved of their obligations or adjust the contract terms. The emphasis is placed on maintaining proportionality and fairness within contractual agreements.

Drawing from the analysis of international practices, several best practices can be proposed to enhance the legal regulation of contractual relations during emergencies in Ukraine (Stasyuk, 2017; Sirko, 2018; Sjursen & Rosén, 2017):

Standardisation of Force Majeure Clauses: Implement standardised force majeure clauses with clearly defined terms and implications in all commercial contracts.

- Utilization of the Doctrine of Frustration: Expanding the application of the frustration principle within Ukraine's legal framework, allowing parties to be released from contracts under unforeseen circumstances.
- Risk Insurance Development: Encouraging the creation of insurance products that address risks related to non-fulfillment of contractual obligations due to extraordinary events.
- Establishment of Specialized Court Procedures: Introducing specialised court processes to ensure the swift resolution of disputes that arise from contract performance during emergencies.

Implementing these recommendations could significantly enhance legal stability in Ukraine and safeguard the rights and interests of all parties involved in contractual relations during crises.

Discussion

The study's findings provide several significant conclusions about the effectiveness of legal regulation of contractual relations during martial law in Ukraine. The primary goal of this research was to identify critical aspects of legal regulation that can ensure stability in contractual relations amid crises. We analysed the current legislation, compared it with international practices, and identified potential areas for improvement.

Our results indicate that Ukraine's legal system offers fundamental protection for parties involved in contractual relations during emergencies. However, we have identified deficiencies in the detail of protective mechanisms, notably a lack of clarity in defining force majeure conditions and the absence of specialised judicial procedures for resolving disputes in crises.

Comparing our findings with the study by Kibenko (2024), which emphasised the need for more detailed regulation of force majeure, we confirm the importance of this aspect. Makarenko and Makarenko (2022) highlight that Ukrainian legislation does not always clearly define force majeure. Our research supports this observation, pointing to the necessity of a more precise definition to ensure legal certainty.

Conversely, our results contradict the conclusions of Melnyk (2022), who argues that Ukraine's current legislation fully protects contractual parties during emergencies. We suggest that these discrepancies may arise from differing approaches to evaluating the effectiveness of legal provisions and their practical application. For instance, Prymak (2023) focuses on the formal aspects of legislation, whereas our study addresses practical challenges and deficiencies in its implementation.

In comparison to other scholars, such as Cherednichenko (2024) and Reznichenko (2024), who examined international legal practices, we found that Ukraine lacks some of the most effective practices,

particularly the systematic use of insurance mechanisms to mitigate risks associated with non-performance of contractual obligations. This underscores the need to study international practices to enhance the legal framework in Ukraine.

The results of this study can be leveraged to formulate recommendations to enhance Ukrainian legislation. As such, this research not only underscores the importance of specific aspects of legal regulation but also highlights areas that necessitate further attention and improvement. This can contribute to greater legal certainty and safeguard the interests of all parties engaged in contractual relations during emergencies.

Conclusions and Implications

The examination of the effectiveness of legal regulation of contractual relations during martial law in Ukraine has shown that this issue is highly relevant, given the country's current challenges. Martial law and other emergencies create specific legal conditions that require adequate regulation to ensure stability and protect the interests of contract parties.

It has been determined that the current Ukrainian legislation provides a fundamental legal framework for regulating contractual relations during emergencies. However, further elaboration is needed, particularly in defining force majeure and regulating potential options for the parties involved.

The experiences of other countries, such as the United States, the United Kingdom, and Germany, highlight the importance of clear force majeure regulations and insurance mechanisms to mitigate risks. These practices may enhance Ukrainian legislation.

The author identifies several critical gaps in the current legislation, including insufficient specification of force majeure conditions and the lack of specialised judicial procedures for dispute resolution. To improve the legal framework, more detailed provisions on force majeure and specialized dispute resolution procedures are proposed.

The results obtained are significant because they could potentially be applied to legislative activities aimed at improving the regulation of contractual relations in crisis situations. This would help increase legal certainty, reduce risks for contract parties, and generally strengthen the rule of law.

Future research prospects include further examination of the specifics of applying legal norms in various economic sectors during emergencies. It is also essential to explore the impact of digitalisation and new technologies on contractual relations under such circumstances. Moreover, conducting additional research on international practices and adapting them to the context of Ukraine can facilitate the creation of effective legal mechanisms that safeguard the interests of all parties engaged in contractual relations during times of crisis.

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Conflict of Interest

None.

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