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Abstract:

The article deals with the issue of admissibility of conditional declarations of intent made in order to exercise the rights to alter unilaterally the legal relationships. In regard to such declarations of intent it is commonly assumed that their nature bears no uncertainty and therefore it is not allowed to make these declarations on a condition (see Article 89 of the Civil Code). The party which executes such right is empowered to modify the legal relation unilaterally, without participation of the recipient of such declaration of intent; therefore the uncertainty caused by the condition is deemed to violate the interests of the recipient of this declaration. The author argues that it is not the uncertainty of legal relations of the recipient, but the unilateral interference in the recipient's legal positon that may render the conditionality of such declaration of intent inadmissible.

The author analyzes the most frequently used rights to alter unilaterally the legal relationships, such as *i.a.*: right to set-off the mutual claims, rescission right, right to terminate the obligation, right to evade the legal consequences of a defective declaration of intent, right of repurchase, right of pre-emption, as well as right to revoke the donation in case of a glaring ingratitude of the recipient, and attempts to indicate the cases, in which the conditional execution of these rights should be allowed, as it would cause no unbearable harm to the legal interest of the recipient. This is very often the case, if the occurrence or non-occurrence of a future uncertain event depends on the recipient himself. Furthermore, certain rights to modify the legal relation are time-limited, for they may be executed only within a specific period of time. In these cases the conditional execution of a right does not increase the uncertainty of the legal position of the recipient, if the fulfillment or non-fulfillment of the condition also occurs within this period of time.

Moreover, in regard to each of the discussed rights to alter the legal relationship the paper analyzes the scope of admissibility of resolutive conditions as well as the stipulations of the retroactive effect of the fulfillment of the condition.

At the end the author presents an analysis of the issue of admissibility of conditional declarations of intent altering unilaterally the legal relation in cases, in which these declarations are made by a participant to a civil proceedings in order to defend ones rights in these proceedings, and discusses the legal significance of the so-called precautionary declarations of intent that are very commonly used during the civil proceedings.