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**Abstract:**

Article 70<sup>5</sup> of the Civil Code gives an opportunity to invalidate a contract which was concluded as a result of a faulty tender or an auction, when someone affected a result of the tender or the auction contrary to a law or a good will. There are three types of problems connected with the article 70<sup>5</sup> of the Civil Code. First: is the formulation of the article 70<sup>5</sup> proper? Second: is a range of an usage of article 70<sup>5</sup> accurate? Finally, third: is an invalidity of the contract an effective and proportional sanction? The article attempts to give an answer to foregoing questions.