https://doi.org/10.33271/nvngu/2023-1/187

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LEGAL REGULATION OF ECONOMIC ACTIVITY DURING THE PERIOD OF ARMED AGGRESSION AGAINST UKRAINE

Purpose. Conducting a study on problematic issues of legal regulation of economic activity during the period of armed aggression of the Russian Federation against Ukraine, including relations with enterprises of the mining and metallurgical sector. This will be relevant for legal advisers at enterprises, legal practitioners, legislators, owners of these enterprises and their employees as well as representatives of executive authorities, whose powers include the elimination of gaps in legislation, with the provision of practical recommendations for improving the norms of the current legislation to regulate relevant relations and minimize possible cases of manipulation of the current legislation.

Methodology. General scientific methods for researching processes and phenomena were used, namely: methods of analysis and synthesis to create a methodological apparatus for studying the consequences of the influence of "force majeure circumstances" on the activities of enterprises. Special research methods were also used, namely: grouping and systematization of theoretical material on the research topic, and logical generalization of the main characteristics.

Findings. The presented scientific study analyzes problematic issues of legal regulation of relations with enterprises of the mining and metallurgical sector, including the aspect of reference by enterprises to "force majeure" as a reason for not fulfilling their duties. The practice of manipulation by counterparties of their rights and the imposed martial law is analyzed, and proposals for changes to the current legislation are provided, the purpose of which is to simplify the procedure for protecting enterprises that are forced to go to court to recover obligations from the other party under the contract.

Originality. The article analyzes new aspects of the problems of a legal settlement of relations between legal entities (companies of counteragents) and enterprises of the mining and metallurgical sector, due to the armed aggression of the Russian Federation against Ukraine, using the example of counterparties' use of the possibility of evading the fulfillment of their obligations under the agreement (contract), substantiated proposals aimed at improving the norms of the current economic procedural legislation.

Practical value. The results of the study are important for legal advisers, practicing lawyers and lawyers, managers and accountants of enterprises in the case of the need to prove the existence of specific circumstances in the counterparty's activities (destruction or damage to the material and technical base, lack of employees, other factors). The significance for legislators and executive authorities is that they can directly improve the legal framework.

Keywords: *mining and metallurgical complex, enterprise, counterparty, force majeure, legal regulation, law*

Introduction. According to the Constitution of Ukraine [1], our state guarantees legal protection of the right to entrepreneurial activity, and protection of the right to work, including the opportunity to earn a living; Ukraine is a legal and independent state.

In today's extremely difficult times, when Ukraine is fighting for its right to territorial integrity, the right to exist within the internationally recognized borders, the rights known and commonplace for most citizens have acquired a different color, have become even more important and fundamental for the existence of every citizen.

The authors have repeatedly studied the issue of the right to work in their works, but they did it from a different angle, which allowed them to focus on the rights of a particular worker, the possibility of protecting such rights, and eliminating the caused harm.

Now we realize that scientific and legal analysis is needed for another group of legal relations which primarily arise between legal entities, mostly limited liability companies (less often individual entrepreneurs), and enterprises of the mining and metallurgical complex.

It is no secret that large consumers of goods and services (we are talking about the enterprises of the mining and metallurgical sector) have always tried, and quite successfully dictated their "rules of the game" in the relevant contracts for the supply of goods, equipment, and works. With very few exceptions, giant enterprises did it more than successfully for themselves. Such enterprises have always been able to choose, have always demanded a lower and therefore more profitable price for themselves, and most importantly, have always laid down the most favorable protection norms for themselves in their agreements with contractors. As a separate additional protection for themselves, in many such agreements in the "dispute resolution" section of the agreement, it was noted that in case of a dispute, its consideration should take place in a specific arbitration court. Thus, the current legislation allows one, by agreement of the parties, to choose the jurisdiction and a specific, in fact, private court in which the parties should consider conflicts that may arise in connection with non-fulfillment or improper fulfillment of the terms of the contract.

At the same time, the most painful clause for the counterparties of the mining and metallurgical sector was that of deferred payment under the contract. Thus, a certain standard for most enterprises was a delay in payment under the contract for at least 30, and to a greater extent for 4–60 days. Some state-owned enterprises (although not directly related to the MMC complex but related to it) laid down in the contract a deferral of payment for obligations fulfilled by counterparties for 180 days. Such bondage conditions, on the one hand, created maximum protection for the MMC enterprises, and on

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the other hand, created several legal and technical problems for the counterparties.

Unfortunately, the relevant practice can be observed in such large industrial cities as Kryvyi Rih, and Zaporizhzhia.

With the introduction of martial law in Ukraine, imposed by the President of Ukraine due to the armed aggression of the Russian Federation against Ukraine [2], as well as to a significant amount of damage to civilian infrastructure, industrial facilities, roads, railways, lack of fuel and lubricants, the shutdown of a significant number of enterprises and, naturally, the depreciation of the national currency, the overall economic situation has deteriorated and, according to analysts, will continue to deteriorate. Logistical collapse, paralyzed ports, congestion of railway lines, an increase in tariffs, and of course, a significant number of citizens leaving the temporarily occupied territories added additional problems.

Energy problems, namely the lack of electricity in some regions, have also significantly worsened the overall economic, industrial and social situation. This, in the conditions of the work provided for publication, makes us pay attention to even more difficult working conditions of both large industrial enterprises and their counterparts. If the mining and metallurgical enterprise PJSC "ArcelorMittal Kryvyi Rih" needs more than significant amounts of electricity to start one technological process for the manufacture of relevant products, then it is similarly needed for the functioning of ordinary offices. However, the problem is common, and it, on the one hand, results in spending more and more money for its own functioning and, on the other hand, further reduces the opportunities for earning.

However, one of the important problems facing independent and legal Ukraine is ensuring the rule of law, the functioning of the relevant institutions and mechanisms of state power, which should ensure the regulation of social relations in all spheres, including the regulation of business relations, in fact, economic relations, whose purpose is to fulfill obligations under the contract.

In fact, the enterprises of the mining and metallurgical complex remain profitable, none of the major enterprises has initiated bankruptcy proceedings, and although the economic situation has deteriorated compared to the same period last year, such enterprises have been and remain the most powerful, continuing to dictate their conditions to the counterparty and continuing to fail to fulfill a significant number of obligations under contracts, in terms of payments for work already performed or goods delivered, which respectively took place before the start of the armed aggression.

Even the fact that the physically destroyed enterprise PJSC "Azovstal Iron and Steel Works" has not initiated bankruptcy proceedings as of the date of writing this article but has outstanding obligations to a certain number of counterparties in terms of performing work or delivering goods which have been obviously destroyed physically, confirms the above position. We also cannot even theoretically assume how much work has been performed at the destroyed enterprises or enterprises seized in the temporarily occupied territories, and how much of such work is not confirmed by the relevant acts or in another legal way. And the last example automatically puts the counterparties' enterprises in a very weak position of protection, because it is likely that large enterprises will not be willing to confirm the relevant facts and provide evidence against themselves for future claims, the number of which is expected to increase.

The problem of protecting the rights of such counterparties is, in our opinion, the most urgent today, because in addition to the owners themselves, such large enterprises have many employees, and in many cases are platforms for the implementation, development of new and modern production processes, because they have their own interest in the result and the ability to act quickly in case of prospects for the development of their own projects. Consequently, such enterprises are no longer small businesses, in many cases, they have significant staff (from several dozens to hundreds of employees), material, technical and scientific base, and their only painful drawback is the lack of significant resources that will allow them to last for an unlimited period until the enterprises of the MMC complex fulfill their obligations and pay off the executed contracts.

Moreover, now, in open sources and by the example of communication with acquaintances, experts in various fields, we can receive information about the increase in layoffs and liquidation of enterprises for both objective and subjective reasons; this is the reverse side of the armed aggression launched against Ukraine.

Literature review. Such scientists as Bandurka O. M., Nosyk R. M., Milash V. S., Gusarev S. D., Prokhorenko M. M., and other authors have been engaged in scientific research on this topic in the field of law.

Such scientists as Stupnik M. I., Vilkul Yu. G., Chubarov V. O., Bradul O. M., and Bondarenko A. M. have dealt with the activities of enterprises of the Mineral Processing Plant complex.

In the context of the proposed topic, it is advisable to note that the issue of legal regulation of mining and metallurgical enterprises, in the period before the beginning of the armed aggression on February 24, 2022, was not regulated perfectly, the current Economic Code was and remains outdated, as well as many other laws and codes which we inherited as a legacy from the Soviet past and which obviously need significant radical changes. In this context, it is advisable to pay attention to the recommendations on reforming the relevant parts of public life and legal relations of our foreign partners, which, in their opinion, should be an essential requirement for the country's integration into the EU.

At the same time, the system worked, and the contractors, considering the stable exchange rate, the cost of fuel and lubricants, and tax legislation, could work systematically, and even voluntarily agreed to the so-called "deferred payment", which in the practice of enterprises of the mining and metallurgical complex and some state and municipal enterprises could be more than significant. Thus, for example, in the issues of transparency of tender procedures carried out by state-owned enterprises, the Antimonopoly Committee of Ukraine has repeatedly drawn attention to the fact that such strange requirements with an increase in the terms of payments are nothing more than "corruption risks", canceling the relevant tenders.

Such a standard, if not a clause of the contract as "force majeure" was rather declarative, and certainly, was not taken seriously by the parties, both for objective and subjective reasons.

To date, such a problematic issue as "force majeure" has become extremely relevant, because, under the guise of it, giant enterprises continue to fail to fulfill their obligations under the contract, depriving their counterparties of earned funds, in many cases manipulating both objective facts and legislation. And thus, these enterprises might not pay wages to employees, taxes, and, fulfill obligations under other contracts.

Although some issues of the activities of enterprises of the mining and metallurgical sector were studied earlier by the authors [3], such works were mostly theoretical and practical. Indeed, the works studied some problematic issues, risks of enterprises, but for objective reasons, scientists did not delve into the problematic issues that may arise during the period of armed aggression.

Today, considering the significant changes that have taken place and are unfortunately taking place in Ukraine, we have a significant practical base, which indicates the lack of scientific research on certain issues, and the need to improve the issues of regulatory norms for the relevant enterprises, taking into account the problems of their activities within the legal framework and actual circumstances.

The negative practice of registration of tax invoices, the objective problems of business that we write about above also

confirm the importance and relevance of the scientific research.

Unsolved aspects of the problem. It is worth noting that martial law, introduced by the President of Ukraine by issuing the relevant Decree No. 64/2022, which in turn was approved by the Law of Ukraine No. 2102-IX, proclaimed throughout Ukraine, has already been repeatedly extended, in compliance with the same legal procedure [4], and it is impossible to predict how long it will continue. It is obvious that such a legal situation, which certainly affects everyone and everything that happens in Ukraine, will be at least until the armed aggression and related risks are eliminated.

To analyze the material provided in the article, it is advisable to start with the fact that the Ukrainian Chamber of Commerce and Industry has officially agreed that the military aggression of the Russian Federation against Ukraine is a force majeure. This, in the opinion of many enterprises of the MMC and not only, opened the door to the application of mechanisms by which such enterprises were able to at least postpone the fulfillment of their obligations for an indefinite period.

The very interpretation of the term "force majeure" is specified in the Law of Ukraine "On Chambers of Commerce and Industry in Ukraine", Article 14-1 [5] and the Regulations of the Chamber of Commerce and Industry of Ukraine, other local regulations of the system of the specified body (approved by the Presidium of the Chamber of Commerce and Industry of Ukraine in 2014, No. 40(3).

Thus, in these normative legal acts, it is specified what exactly should be understood by the circumstances of force majeure (force majeure circumstances), for example extraordinary and inevitable circumstances that objectively make it impossible to fulfill the obligations stipulated by the terms of the contract (contract, agreement, etc.), the actions of a foreign enemy, general military mobilization, compulsory seizure of enterprises, and others [6]. In fact, this normative legal act gives us a very extended list of all actions, circumstances, and processes, in the presence of which participants in economic relations can refer to the presence of force majeure.

Therefore, we can perceive force majeure as circumstances that make it impossible to fulfill the obligations assumed. The very circumstances, in the presence of which we can talk about the occurrence of force majeure, are specified in the legislation, they were discussed above. Although, this list is not exhaustive.

Considering the conditions in which Ukraine is today, it is not uncommon for large enterprises of the mining and metallurgical complex to fail to fulfill their obligations under the contract, referring to "force majeure", which creates problems for the counterparties. The problems are described above.

This situation requires improvement of the norms of the current legislation not soon, but immediately since the counterparties do not have much time, and in the presence of significant debts to them, even if they decide to go to court with a request to oblige the mining and metallurgical complex to fulfill its obligations under the contract, they may go bankrupt. The choices are: to wait (increasing the chances of bankruptcy), to look for alternative areas of work (many of those who are still working do so), or to go to court with claims for debt collection.

Appealing to the court is the last choice for 99 % of those who are owed money. This is explained very simply by the presence of the so-called "blacklists" of counterparties with whom the MMC enterprises stop working and prohibit the work of subordinate or structural enterprises.

The very existence of such a policy of private enterprises is not illegal. Moreover, the legislation regulating banking activities also provides for the possibility of banks, regardless of their form of ownership, to terminate contractual relations with clients without any explanation at all.

Such a development of events will lead to both an increase in unemployment and a general deterioration of the economic situation in the country and certain regions.

Unfortunately, the processes are already taking place and are deteriorating in different regions where the contractors of MMC enterprises were registered.

We also consider it appropriate to note that it is the "white sector" of the economy that is extremely important, because the business that operates within the current legislation is socially oriented, ensures the payment of taxes, wages and at the same time is more flexible and adaptive.

Moreover, it is the counterparties of the MMC enterprises that do not actively use the loopholes in the legislation on tax minimization, applying schemes of hiring workers under civil law contracts or individual entrepreneurs, because it is simply not expedient, since in this case the customer will significantly reduce the amount under the contracts (especially under service contracts) in terms of allocating funds for wages.

The study purpose is to carry out a study on problematic issues of economic activity during the armed aggression of the Russian Federation against Ukraine, namely the legal regulation of relations with enterprises of the mining and metallurgical sector, which will be important for legal advisers of enterprises, practicing lawyers, lawmakers, as well as representatives of executive authorities, whose powers are to eliminate legal gaps, with the provision of practical recommendations for improving the norms of current legislation on the settlement of relevant relations.

Objectives of the study:

1. To carry out a comprehensive analysis of the effectiveness of the settlement of relations with enterprises of the mining and metallurgical sector (in the conditions of armed aggression).
2. To analyze the regulatory framework in terms of force majeure circumstances arising in connection with the armed conflict and the martial law introduced in Ukraine.
3. Based on the analysis, to provide proposals for possible changes to the existing legislation in order to improve the efficiency of the settlement of relations between enterprises, considering the issue of force majeure during martial law.

Methods. The study on problematic issues of legal regulation of relations with enterprises of the mining and metallurgical sector, due to the armed aggression of the Russian Federation against Ukraine, was carried out through study and analysis:

- regulatory and legal framework of Ukraine;
- scientific achievements of the authors in the relevant fields.

Results. The current national legislation stipulates that in the course of economic activity, and in the case of concluding contracts, and transactions, the parties to the contract, the participants in the relevant legal relations have the right to indicate in the contract certain circumstances that may be unpredictable and, in the opinion of the parties to the transaction, may, in the event of their occurrence, allow them not to fulfill their obligations, and therefore serve in the future as a basis for exemption from civil and economic liability [7]. If a party to the contract applies to the court with claims for recovery of debt under the contractual obligations of its counteragent, it will be impossible to recover the relevant penalties both under the contract and the law.

Several scholars consider it advisable to indicate a specific list of circumstances in the contracts that can be considered force majeure and, if they exist, the relevant consequences of their application to regulate relations between business entities [8]. This, in turn, will either exclude the possibility of manipulation or minimize it.

We have already noted above that the Chamber of Commerce and Industry of Ukraine has already agreed that the aggression of the Russian Federation against Ukraine is force majeure. That is why, on 28.02.2022, the Chamber of Commerce and Industry of Ukraine published a letter stating that the procedure for applying to the Chamber of Commerce and Industry of Ukraine during the period of declared martial law was simplified. The mentioned letter can be used by all busi-

ness entities in order to confirm the occurrence of force majeure and the inability to fulfill the obligations of the party under the contract.

The current legal framework provides for the procedure for establishing and confirming force majeure. Such procedure is directly established by the Law of Ukraine on Chambers of Commerce and Industry in Ukraine. Although it should be noted that the procedure provided for in the current law was designed for civilian life, before the proclamation of martial law.

Thus, it was possible to establish the fact of force majeure through the issuance of a certificate by the Chamber of Commerce and Industry of Ukraine, which indicated the existence of certain circumstances. The issuance of the certificate could be initiated by an entity that was a party to the relevant legal relationship, and therefore a party to the contract that cannot fulfill its obligations due to the occurrence of the relevant circumstances.

However, it is advisable to remember that the so-called force majeure exempts a party to the contract from fulfilling its obligations only during the period when such circumstances are in force, but the party may not fulfill its obligations for a certain period and cannot be held liable for this. Obligations that have arisen before the onset of force majeure are valid, can and must be fulfilled by the parties under the contract.

This is what we draw attention to, since a significant number of enterprises of the mining and metallurgical sector do not fulfill their obligations under contracts and for periods that arose before the introduction of martial law in Ukraine, hiding behind the imposed martial law, force majeure.

Certainly, the legal fact of the establishment of martial law in Ukraine is well known, the procedure for the proclamation of martial law has been observed, the reason, in the form of armed aggression, is more than relevant.

However, in order to avoid the practice of manipulation of their rights, including the right to protection (economic interests), the party to the contract, the subject of legal relations to which the other party to the contract has obligations, must be sure that force majeure, as circumstances that do not really allow fulfilling their obligations, really take place.

The practice of commercial activity in Ukraine may be manifested in cases where force majeure really exists, and due to military operations, there is no real possibility to fulfill its contractual obligations, or in cases where the enterprise is in the territory where, although martial law has been declared, there are no hostilities, no damage to infrastructure or industrial capacities.

Thus, our own practice of supporting the commercial activities of counterparties in the mining and metallurgical industry shows that some enterprises manipulate the facts and use martial law as a pretext for non-fulfillment of obligations under the contract, referring to the existence of force majeure, in order to delay or even avoid its implementation. It is compliance with the procedure that allows the subjects of the relevant legal relations to act within the law and to be able to use certain mechanisms. In the case of our research, this is the possibility to indicate the existence of force majeure and not to fulfill their obligations under the contract with impunity.

Thus, the first practical situation that we encountered in practice just confirms the above risks and possible manipulations, even though martial law has been in effect for a short period of time (relatively), and at the time of writing, the situation has already taken place.

Regarding the example that became the practical basis and motive for writing the article, we ask the scientific community to pay attention to a real example. So, even before the introduction of martial law in Ukraine, several agreements were concluded between the public joint-stock company "A" and the limited liability company "B", according to which the limited liability company "B" fully fulfilled its obligations before the introduction of martial law. According to these agreements, the public joint-stock company "A" (an enterprise of the mining and metallurgical complex) had to make payments that would lead to the fulfillment of obligations under the specified transaction (information about the enterprises has been changed to protect the attorney-client privilege and personal data of the heads of the enterprises.)

Since 24.02.2022, certainly, the life of both ordinary Ukrainians and the activities of legal entities have changed radically. As we write above, in a short period of time, some enterprises were destroyed, some lost the opportunity to continue their full-fledged work, including due to damage to the material and technical base or lack of personnel due to evacuation, and some received unprecedented logistical problems.

At the same time, returning to the practical situation that served as an impetus for writing this article, it should be noted that, with the introduction of martial law, the public joint-stock company "A", by means of mail correspondence with its counterparty, began to refer to the existence of force majeure and inform on the logistical, economic and security problems that have arisen in Ukraine since the beginning of armed aggression.

Public Joint Stock Company "A" unequivocally stated that all the events taking place in Ukraine are beyond their control, and therefore, are unpredictable and that the company has objective obstacles to fulfill its obligations under the concluded transactions.

There is an interesting fact that the said legal entity, as a confirmation of its subjective position, used the letter of the Chamber of Commerce and Industry of Ukraine number 2024/02.0-7.1, officially published on the relevant website.

An additional problematic fact related to the settlement of relations between enterprises of the mining and metallurgical sector during the period of martial law was the fact that the National Bank of Ukraine applied such a method for regulating financial activities in the middle countries as a moratorium on certain types of payments both within and outside the borders of Ukraine, especially foreign currency payments.

However, the situation in question, as well as similar ones, in the context of the topic proposed to the scientific community, is that the mechanisms provided by national legislation are universal and not perfect. Thus, it should be understood that it is not enough to refer to force majeure and martial law in contractual circumstances. It is quite clear that depending on the region, the direction of the company's activity, and the number of employees (and employees of a particular gender and age), each individual company may be in a completely different state compared to another, and therefore, to apply the reference to "force majeure", supporting them only with a letter from the Chamber of Commerce and Industry of Ukraine, without providing other evidence of damage, disruption of logistics chains, other problems in the activities of the company.

Additionally, we can pay attention to the fact that the criminal law of Ukraine gives us such a concept as "causal link", which is quite acceptable for application in the proposed topic.

A company that does not manipulate the legislation and the situation in Ukraine must prove that there is indeed a connection between the event (armed aggression, disruption of logistics, damage or destruction of facilities, ban on settlements or other force majeure circumstances) and the consequences in the form of inability to fulfill its obligations under the contract.

Unfortunately, such manipulative things are used by enterprises of the mining and metallurgical sector in relation to their counterparties. One of the simplest facts used to avoid the liability to fulfill obligations under the contract may be a reference to the prohibition of cross-border payments or other settlements.

In such cases, we consider it advisable to consider the relevant Resolution No. 18 (24.02.2022) "On the operation of the banking system during the martial law", the Law of Ukraine "On the National Bank of Ukraine". According to

these regulations, the NBU management has indeed taken certain measures to regulate the activities of the banking system and minimize risks and currency fluctuations. However, the banks of Ukraine did not stop their activities, although they were subject to certain restrictions, which at the time of writing were eased, and bank branches continued their work (except for the temporarily occupied territories and areas where active hostilities are taking place). Regarding the restrictions on currency transactions in a certain period, it should be noted that settlements under transactions are carried out exclusively in the national currency, and this, not even from a legal but purely logical point of view, allows us to assert that it is impossible and incorrect to refer to this restriction as "force majeure" in the middle of Ukraine [9, 10].

Paying attention to such justification of the impossibility to fulfill obligations under transactions (contracts) as "implementation/application of measures to preserve employees and their families", which led to significant expenses of the enterprise, we should note that large enterprises have indeed begun to use such justification, but without providing sufficient evidence that the costs or the measures themselves were so critical for the enterprise that they actually deprived it of the opportunity to fulfill other obligations.

Therefore, in cases where the company (including the MMC complex) wishes to refer to the occurrence of "force majeure" in its activities, it has the obligation to provide the necessary evidence that such circumstances occurred. Only in this case such an enterprise will have a legal opportunity to prove that such circumstances really did occur, in the absence of relevant evidence, it is premature and unreasonable to assume that there are legal grounds for non-fulfillment of its obligations.

In the situation described above, the limited liability company "B", motivated, and in the manner prescribed by law (in the paper, with confirmation of receipt, or by e-mail with a digital signature), properly responded to the position of the public joint-stock company "A", having reasonably doubted the existence of "force majeure", which, in turn, did not deprive the former of the opportunity to apply to the commercial court with a corresponding claim in the future.

In general, the current situation, which at the time of writing is not an isolated example, confirms that very often in today's economic conditions, your counterparty can manipulate both the norms of the current legislation and the actual situation in Ukraine as a whole and in individual regions.

We believe that it is extremely important and relevant for bona fide taxpayers and enterprises (counterparties) to understand that in such cases, the party to the transaction has the right to obtain specific confirmation that "force majeure" really takes place in the activities of your counterparty.

Since, in many examples that we worked with both within the framework of scientific work in the preparation of this study, and within the framework of advocacy work, dealing with the practical component that motivated us to start the study, we saw exactly the manipulation of the force majeure mechanism.

It is quite expedient to amend the already signed agreements (contracts), and to specify more thoroughly, in detail and profoundly, in which cases we can talk about "force majeure", how it is confirmed (can or must), the time limits during which you must notify the other party of the occurrence of such cases, the need to confirm the causal relationship between a certain event and the inability to fulfill its obligations.

In addition, in our opinion, such changes (requirements to the contract) should be enshrined in law in order to prevent large enterprises of the mining and metals industry and state-owned enterprises, monopoly enterprises from manipulating these issues and minimizing their risks at the expense of other smaller enterprises, but in some cases more serious taxpayers.

Each specific case is unique and requires separate proof of the presence or absence of specific facts, and their impact on the activities of the enterprise, but the general mechanism can and should be as universal and detailed as possible.

We believe that in any case, the circumstances that have affected you, the degree and scope of their impact, your inability to influence such circumstances, and certainly the connection between the event and the consequences for you personally need to be proved. If the circumstances (including those arising from the armed aggression against Ukraine) affected you negatively, but have not stopped your activities, and have left your company profitable (which is the case for most of the mining and metals companies), you must fulfill your obligations under the contract.

Conclusions. Having considered the topic of problematic issues of legal regulation of economic activity during the period of armed aggression of the Russian Federation against Ukraine, namely, relations with enterprises of the mining and metallurgical sector, we consider it extremely important to focus on such an aspect as "force majeure", which arise due to the introduction of martial law and serve in certain cases as a mechanism for abuse of their rights by enterprises of the mining and metallurgical sector.

We believe that considering the legal framework and practice of economic activity during martial law, and judicial practice on economic affairs during this period, the very fact of armed aggression and hostilities on the territory of our country does not need to be proved and can be considered as an example of "force majeure".

Each specific case in the relations between the parties to the contractual relations (whether it is the supply of goods or the performance of works) requires separate consideration, with the proof of the existence of specific circumstances in the activities of the counterparty (destruction or damage to the material and technical base, lack of employees, other factors).

Existing agreements (contracts), especially those concluded before the beginning of armed aggression, need to be finalized and improved, which in turn will simplify the procedure for judicial protection of the rights of counterparties in case of appeal to the court.

Taking into account the fact that in certain cases powerful enterprises (mining and metallurgical complex) have the economic ability to fulfill their obligations under agreements (contracts), and actual non-fulfillment may lead to bankruptcy of their counterparties, we find it appropriate to consider the possibility of amending the current legislation in terms of limiting the right to refer to "force majeure" as a ground for non-fulfillment of obligations, in case of continuation of profitable activities by the enterprise that evades fulfillment of obligations in this period.

We also consider it expedient to amend the Code of Commercial Procedure of Ukraine, directly to Chapter 6 "Procedural Terms", in which it is necessary to provide that cases on debt collection under contracts during martial law and 6 months after its termination should be considered within 10 working days, including without the possibility of postponing the consideration for a longer period for any reason, and subject to the participation of the parties in the court session by videoconference or without the participation of the parties.

In order to implement the relevant state policy aimed at regulating the relevant issue, ensuring the equality of economic entities before the law, and preventing the possibility of manipulation in the future, we consider it appropriate to analyze:

- the number of enterprises that have already gone bankrupt and those who will go bankrupt after the end of the armed aggression due to the failure of the MMC enterprises to fulfill their obligations to them;
- the number of lawsuits that have already been filed and will be filed on the issues covered in the article, the defendants which will be MMC enterprises;
- the term of consideration of the relevant cases in the courts of the first and second instance of the courts of the relevant jurisdiction, which will allow identifying gaps in the pro-

cedural legislation and possible corruption ties between individual judges and MMC enterprises.

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Правове регулювання господарської діяльності в період збройної агресії відносно України

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Мета. Провести дослідження проблемних питань правового регулювання господарської діяльності в період збройної агресії Російської Федерації проти України, у тому числі відносин із підприємствами гірничо-металургійного комплексу, що буде актуально для юрисконсультів підприємств, юристів-практиків, законодавців, власників зазначених підприємств та їх співробітників, а також представників органів виконавчої влади, до повноважень яких належить усунення прогалин законодавства, із наданням практичних рекомендацій з удосконалення норм чинного законодавства щодо регулювання відповідних відносин і мінімізації можливих випадків маніпуляцій чинним законодавством.

Методика. Використовувалися загальнонаукові методи дослідження процесів та явищ, а саме: методи аналізу й синтезу для створення методологічного апарату вивчення наслідків впливу «форс-мажорних обставин» на діяльність підприємств. А також спеціальні методи дослідження, такі як: угруповання й систематизація теоретичного матеріалу на тему дослідження, логічного узагальнення основних характеристик.

Результати. Проаналізовані проблемні питання правового врегулювання відносин із підприємствами гірничо-металургійного комплексу, у тому числі в аспекті посилання підприємствами на «форс-мажорні обставини» як підставу невиконання своїх обов'язків. Проаналізована практика маніпулювання контрагентами своїми правами та введеним воєнним станом, надані пропозиції до змін чинного законодавства, метою яких є спрощення процедури захисту підприємств, що вимушено стикаються з необхідністю звернення до суду, за стягненням зобов'язань з іншої сторони за договором.

Наукова новизна. Проаналізовані нові аспекти проблематики правового врегулювання взаємовідносин юридичних осіб (підприємств контрагентів) із підприємствами гірничо-металургійного комплексу, через збройну агресію Російської Федерації відносно України, на прикладі використання контрагентами можливості ухилення від виконання своїх зобов'язань за угодою (договором), обґрунтовані пропозиції, метою яких є вдосконалення норм чинного господарсько процесуального законодавства.

Практична значимість. Результати дослідження є важливими для юрисконсультів, практикуючих юристів та адвокатів, керівників і бухгалтерів підприємств у разі потреби доведення наявності конкретних обставин у діяльності підприємства контрагента (знищення чи ушкодження матеріально-технічної бази, брак співробітників, інші чинники). Значимість для законотворців і органів виконавчої влади в тому, що вони можуть безпосередньо покращити нормативно-правову базу.

Ключові слова: *гірничо-металургійний комплекс, підприємство, контрагент, форс-мажорні обставини, правове регулювання, закон*

The manuscript was submitted 24.06.22.