The problem in the application of substantive law on recognition of contracts null and void. Analyzes recent court cases on this subject. Served theory and practice of business law application of substantive law courts. Served views of scientists on issues of application of substantive law. Identify areas for further scientific research into the problem of application of substantive law.

Accordingly, Article 203 of the does not conflict with the content of the treaty The Code, other acts of civil law, as well as the interests of the state and Society, its moral principles. The person who makes the transaction must Have the necessary amount of civilian capacity. Statement of the participant The transaction must be free and consistent with his inner will. Right Must be committed in the form prescribed by law. The lawyer should be Is aimed at the real onset of legal consequences that are caused by them. The law of the parents (adopters) can not be contradicted The rights and interests of their juvenile, minors or disabled children.

Part 1 of Article 251 of the Central Committee notes that the grounds for invalidity The transaction is non-compliance at the time of the transaction by the party (Parties) of the requirements established by parts one, three, five and Sixth article 203 of the code. Consequently, the above-mentioned article defines general legal principles Recognition of the transaction invalid. Such principles of the Central Committee recognize the fact Non-compliance by one party or all parties with the requirements established Parts 3, 5, 6 of Art. 203 of the Central omitted, that is, the requirements regarding the will of the participant An agreement regarding the actual legal consequences of the transaction regarding Inadmissibility of violation of the law, committed by parents, interests Young children That is, violation of the requirements of the law, accepted by the party (Parties) after the conclusion of the transaction, can not cause it Nullity, but lead to other legal consequences provided for By law Invalidity of the transaction may occur only for certain violations The law. Invalidity of economic contracts in its content, form and Direction is an illegal transaction that violates a particular or The general rule of law and leads to the consequences that are inherent in any one Improper action, namely the prevention of the preservation of their power and results Which has come, to restore the status of the relevant law. According to the Civil Code of Ukraine (Art. 174), economic obligations arise from economic contracts (and Other transactions), that is, they are linked by a certain legal bond.