

Strategies for Legal Protection of the Defendant in Disputes Over the Loan Debt Collection

Andrii V. Izhyk*

Yaroslav Mudryi National Law University
Kharkiv, Ukraine

*e-mail: pravonaavocado@gmail.com

Abstract

In the context of economic instability and the expansion of digitalisation in the financial sector, there has been a significant increase in the number of court disputes related to the recovery of credit debt. The defendant (borrower in substantive legal relations) is typically the weaker party, which necessitates the development of effective protection mechanisms. In this regard, the purpose of the article is to analyse procedural and substantive legal instruments for protecting the rights of the defendant in credit disputes, taking into account recent judicial practice. To examine legislative acts and legal positions of the Supreme Court, the study employs formal-legal, case law analysis, comparative legal, and system-structural methods. The effectiveness of both passive and active defence strategies is analysed, including challenging the conclusion of electronic contracts, disputing the assignment of claims under factoring agreements (especially about "future claims"), applying statutes of limitations, and using the specific legal regime of martial law. The article emphasises the need for further research into issues of collective protection of debtors' rights and the improvement of mechanisms to combat fraud in the online lending field.

Keywords: credit legal relations; protection of borrowers' rights; electronic contract; civil proceedings; commercial proceedings; judicial review.

Стратегії правового захисту відповідача у спорах щодо стягнення кредитної заборгованості

Андрій Васильович Іжик*

Національний юридичний університет імені Ярослава Мудрого
Харків, Україна

*e-mail: pravonaavocado@gmail.com

Анотація

В умовах економічної нестабільності та розширення сектору цифровізації фінансового світу спостерігається значне зростання кількості судових

спорів щодо стягнення кредитної заборгованості. Відповідач (позичальник у матеріальних правовідносинах) виступає, зазвичай, більш слабкою стороною, що потребує формування ефективних механізмів захисту. У зв'язку з цим метою статті є аналіз процесуальних і матеріально-правових інструментів захисту прав відповідача у кредитних спорах з урахуванням новітньої судової практики. Для дослідження законодавчих актів та правових позицій Верховного Суду у роботі застосовано формально-юридичний метод, метод аналізу судової практики, порівняльно-правовий та системно-структурний методи. Проаналізовано ефективність стратегій пасивного та активного захисту, зокрема, оскарження факту укладення електронних договорів, спростування переходу права вимоги за договорами факторингу (особливо щодо «майбутніх вимог»), застосування строків позовної давності та використання особливостей правового режиму воєнного стану. Наголошено на необхідності подальшого дослідження проблем колективного захисту прав боржників та вдосконалення механізмів протидії шахрайству у сфері онлайн-кредитування.

Ключові слова: кредитні правовідносини; захист прав позичальника; електронний договір; цивільне судочинство; господарське судочинство; судовий розгляд.

Introduction

The state of affairs regarding civil substantive legal relationships in Ukraine is characterized by a significant prevalence of loan legal relationships. The latter, unfortunately, are often transformed into protracted litigation due to the systematic violation of the balance of interests of the parties and the legal uncertainty of individual contractual provisions. The issue of protecting the rights of the defendant in cases of debt collection is becoming particularly topical in the context of the digitalisation of financial services and socio-economic challenges caused by martial law. Loan legal relationship, being an essential component of the financial system, has undergone significant changes due to the integration of digital technologies, which has created new risks for borrowers. It is referred to as concluding contracts without proper identification of the person, which, as noted by C.G.B. de Oliveira and co-authors, is one of the primary causes of loan disputes [1] or the imposition of unfair conditions through the almost formal automatic accession to the terms of similarly-named contracts.

The relevance of the chosen topic stems from the fact that the judicial practice of recent years, in particular 2024-2026, demonstrates ambiguity in the approaches of courts to resolving issues regarding the validity of factoring contracts, the accrual of interest after the expiration of the loan term, and the application of penalties. A vivid example of such practice is the judgement of Smila City and District Court of Cherkasy Region dated September 15, 2025 in the case 703/4464/25 [2], or the ruling of Mykolaiv

Court of Appeal dated January 26, 2026 in the case 484/3853/25, which reflects the key features of reviewing disputes of this category [3]. An example of resolving loan disputes in the indicated court cases confirms the need for in-depth research into the legal positions of generating an efficient strategy for the defendant's protection.

In certain cases, defendants, lacking special knowledge, take no account of the need to respond to the claim. This leads to ignoring the defence against the claim, which entails the collection of unjustified amounts of debt. A visual illustration of the situation where the defendant risks receiving a judgment not in his favour due to passivity or a faulty strategy is the judgment of the Desna District Court of Kyiv dated December 10, 2025, in the case No. 754/18805/25. These proceedings considered the claims of Credit-Capital Financial Company LLC for the collection of debt under a loan agreement for UAH 18,865.42. The consideration in the simplified claim proceedings without summoning the parties led to the situation whereby the absence of a reasoned response to the claim and professional objections allowed the creditor to actually collect the declared amount of debt without hindrance [4].

The objective of the paper is to identify and systematise the most efficient strategies for the legal protection of the defendant in loan disputes based on the analysis of legislation in force and current case law. In this regard, I consider it necessary to inquire into the issues of 1) analysis of the features of concluding and appealing electronic loan agreements; 2) the issues of transfer of the right of claim (factoring) as a basis for passive protection; 3) the limits of the borrower's liability, in particular in terms of accruing interest and penalties beyond the loan term; 4) the specifics of the application of the statute of limitations.

The state of affairs of the above issue is marked by certain legal positions of the Grand Chamber of the Supreme Court. In particular, courts are with increasing frequency pointing to the fact that the consumer is the weaker party to an obligation. This narrows the scope of the principle of freedom of contract and requires the lender to comply with the principles of good faith. In the meantime, disputes with factoring companies are becoming widespread, where the key issue is the validity of the assignment of the right of claim, which has not yet arisen at the time the factoring contract was entered into. According to S.A. Chvankin, the issue of identifying the parties when concluding online loans, where the risk of fraud remains high [5, p. 168], which correlates with the general risks of e-commerce and the need to assess the security of digital transactions [6] calls for special attention. An important aspect of legal regulation is also legislative changes aimed at supporting borrowers during martial law, which release

them from liability for late payment of obligations, but retain the obligation to repay the principal amount of a loan. Moreover, the analysis of case law necessitates a thorough analysis of debt calculations, since banks often include illegal commissions and payments for services that were not actually provided [7].

Literature Review

The issue of legal regulation of loan relationships and the procedural status of the defendant in civil proceedings determines a wide range of scientific research. It is hardly possible to analyse all publications relating to the topic within the framework of one article. However, among the works of scientists who studied the theoretical foundations of loan relationship, protection of the debtor's rights under the conditions of digitalisation, and writ proceedings in commercial proceedings, it is worth noting the achievements of A.O. Hromova, V.S. Bohomolova, M.V. Verbitska, V.M. Dereza, O.S. Kizlova, and V.Ya. Pogrebniak [8-13]. One of the pioneers in a thorough study of the procedural status of the defendant in civil proceedings was M.M. Vasylchenko [14], whose seminal works laid the ground for further study of this topic. At the same time, modern aspects of the procedural status of the parties, in particular the defendant and third parties, are disclosed in detail in one of the studies by K.V. Husarov [15]. Other works related to the topic mentioned at the beginning of this article are also known to the legal scientific literature, in particular, the research by A. P. Maulida and co-authors on the transformation of loan guarantees in the digital era [16], as well as the works by P.A. Gregorini and others on the jurimetric analysis of mass claims regarding bank liability [17].

Research methods

The methodological foundation of the study is made up of general scientific and special legal methods of cognition. The preparation of a comprehensive methodological foundation for this scientific article was made possible through the use of the thorough work of O.H. Danylian and O.P. Dzoban [18]. The regulatory framework for the study was the provisions of the Civil Code of Ukraine, the Law of Ukraine "On Consumer Lending" [19], and the Law of Ukraine "On Consumer Rights Protection" [20]. The empirical basis is an array of decisions and judgments of courts of various instances for the period 2018-2026.

The choice of approaches to develop the protection strategy is based on the analysis of two base scenarios: a "real loan", where the borrower acknowledges the fact of receiving funds, and a "fraudulent loan", where the party to the loan agreement did not express its will to execute it. The strategy for forming a sample of court decisions was based on the search

for legal positions of the Grand Chamber of the Supreme Court, which are mandatory for consideration by the courts of first and appellate instances, as well as the latest judgments of the aforementioned judicial authorities during 2025-2026, which reflect the trends in resolving disputes with factoring companies.

The application of the formal-legal method allowed us to analyse the content of regulatory legal acts regulating the accrual of interest, penalties, and the application of the statute of limitations. The case-study method was used for an in-depth analysis of specific legal cases where the courts refused to satisfy claims due to the plaintiff's failure to prove his claims or the omission of the statute of limitations. This approach allowed us to identify practical issues of law enforcement and propose effective plans of action for defendants and their lawyers.

Results and Discussion

In this academic paper, the author defines the strategies of the protection of the defendant in cases involving loan debt. The classification of such strategies is as follows.

Passive protection strategy

One of the most efficient protection strategies, particularly in cases involving factoring companies, is the so-called "passive protection", which involves requiring the plaintiff to prove that he has a right to claim while the defendant takes a passive position due to the possible illegitimacy of the plaintiff and the lack, in this regard, of proving his legal position before the illegitimate party. Relatively unpopular, but current case law indicates the passive behaviour of the defendant after receiving a decision to initiate proceedings in the case, while the court subsequently concludes that the claim must be dismissed due to the absence of a violation of the plaintiff's right by the opposing party.

In this regard, it is worthwhile noting that in numerous cases, when a claim is filed not by the original creditor but by the factoring company, the problem of proper confirmation of the transfer of the right of claim arises. Often, factoring contracts are concluded as framework agreements even before the specific debt arises. The Supreme Court, in its rulings (for example, dated 05.07.2017 in the case No. 752/8842/14-rr), emphasises that the transfer of the right of claim can be carried out only in relation to a valid claim that existed at the time of the transfer. The transfer of a future claim that was not individualised at the time of the conclusion of the factoring contract is doubtful in the context of Articles 638 and 1078 of the Civil Code of Ukraine [21]. This issue is global, since, as J. Oh notes in his research, the issue of debt structuring and the specifics of the sale of

troubled loans (loan sales) is invariably in the focus of attention of modern financial and legal doctrine [22].

Furthermore, in cases of online loans debt collection, it is critically important to prove that the defendant concluded the contract. If the loan contract is signed with a one-time identifier, the court must verify that the mobile phone number, for example, and the bank card actually belong to the borrower. If the debtor denies the fact of signing, the lack of evidence that the financial number of the communication device or card belongs to the defendant constitutes grounds for dismissal of the claim. In the case described, a critical argument in favour of the defendant was the court's request for information from banking institutions, which confirmed that the card to which the loan funds were transferred actually belonged to a completely different person. This leading case assuredly illustrates that the burden of proving the fact of concluding an electronic contract and the fact of receiving funds lies solely with the plaintiff. The absence of irrefutable evidence of proper verification of the borrower in the information and telecommunications system and the transfer of funds to his personal account has a direct consequence of recognising such an electronic contract as not concluded [23]. Therefore, the expectation of proper verification of the borrower is another factor that allows the defendant to exercise passive protection.

Strategy for regulatory levelling of penalties under the conditions of martial law

The introduction of martial law due to the military aggression necessitated the adjustment of many legal relationships. Loan legal relationships were no exception. It should be noted that the legislation of Ukraine provides for quite significant features of participation in the loan legal relationship of its participants during martial law. Thus, according to clause 18 of the Final and Transitional Provisions of the Civil Code of Ukraine, during the period of martial law and within 30 days after its termination, the borrower is exempted from liability specified in Art. 625 of the Civil Code of Ukraine, as well as from payment of a penalty (fine). Penalties accrued during this period are subject to write-off. This is an imperative norm, and attempts by creditors to collect such amounts are illegal. For the military, an even wider range of protection options against payment of excessive amounts on his part is provided. We are talking about not accruing penalties and exemption from paying loan interest. Part 15 of Art. 14 of the Law of Ukraine "On Social and Legal Protection of the Military and Members of their Families" establishes that the military, from the moment of conscription during mobilization and until the end of the special period, are not charged penalties, fines for failure to meet obligations to banks

and other institutions, as well as interest for using a loan are not accrued. This legislative provision is unconditional and does not depend on the fact of prior notification by the bank, but results directly from the status of the military [24].

Contra proferentem doctrine as a tool for interpreting the terms of a loan agreement in favour of the defendant

Under the conditions of the conclusion of the overwhelming majority of loan agreements by adhering to standard forms developed by financial institutions, the problem of interpreting unclear or ambiguous terms becomes of special significance. An efficient mechanism for protecting the defendant in such disputes is the application of the Roman legal *contra proferentem* principle (Latin *verba chartarum fortius accipiuntur contra proferentem* - the words of the agreement must be interpreted against the one who wrote them).

An analysis of the case law of recent years indicates the active implementation of this principle by the Supreme Court. The essence of the rule is that the person who included this or that term into the agreement must bear the risk associated with the ambiguity of such a term. This rule applies not only when the party has independently developed the term, but also in cases of using standard terms developed by third parties.

In national legislation, this principle is implemented through the provisions of Articles 213 and 637 of the Civil Code of Ukraine, as well as through a special provision of Part 8 of Article 18 of the Law of Ukraine "On Protection of Consumer Rights" [20], according to which unclear or ambiguous provisions of contracts with consumers are interpreted in favour of the consumer.

The Supreme Court in its rulings (in particular, dated May 14, 2022 in the case No. 944/3046/20 and dated October 5, 2022 in the case No. 352/1950/15-ц) produced the following legal opinion: if it is impossible to determine the true meaning of the contract term using general approaches to interpretation (Parts 3, 4 of Art. 213 of the Civil Code), the court must apply *contra proferentem interpretation* [25; 26].

In the legal relationship described, there are cases of banking institutions forming the terms of the contract in such a way that it is problematic to distinguish between interest for the lawful use of funds (Art. 1048 of the Civil Code) and interest as a penalty for late payment. The Grand Chamber of the Supreme Court in the case No. 910/4518/16 emphasises that in case of doubt about the nature of the payments (whether it is a payment for a loan or a penalty), the *contra proferentem* principle should be applied.

Enabling the creditor to charge both types of interest simultaneously leads to an imbalance and contradicts the principles of justice [27].

It should be noted that the *contra proferentem* principle is not just a technical rule of interpretation of the text, but a fundamental tool for ensuring fairness in contractual relationships. In disputes between the bank as a professional market player dictating the terms and conditions, and the borrower as the weaker party, this principle acts as a key safeguard against abusive practice. In my opinion, it performs an important preventive function: it stimulates financial institutions to formulate the terms of contracts as transparently as possible, because any legal "trick" or ambiguity will inevitably turn against the dishonest creditor himself.

Strategy of substantive objections

In many cases, contractual consolidation of substantive legal relationships occurs when several interest rates or different repayment terms are included in the content of the agreement. In such a case, the court must interpret the terms in a way that is beneficial to the weaker party (the borrower), recognising, for example, that the loan term was only 30 days, and further accruals are groundless. This position was reflected in the judgment of Poltava District Court of Poltava Region dated November 20, 2025, in the case No. 545/4305/25 [28].

One of the key elements in protecting the defendant against the claims in such cases is checking the correctness of the debt estimate. The Grand Chamber of the Supreme Court has established a consistent practice (ruling dated March 28, 2018, in the case No. 444/9519/12), according to which the creditor's right to accrue contractual loan interests is terminated after the expiration of the contractually specified term of the loan or in the event of a claim for early repayment [29].

An essential element of the strategy of substantive objections is the presumption that the party who prepared the draft agreement is an expert in the relevant field (bank, financial company). Until proven otherwise, the court must assume that it was the creditor, having subject matter expertise, who was able to lay down terms clearly and understandably. Therefore, any ambiguity (for example, hidden commissions, complex interest calculation formulas) is interpreted as a defect made by an expert who should not harm the consumer.

When analysing the legal consequences of the expiration of the loan term or making of an early demand, it is necessary to clearly distinguish the periods of loan debt accrual. Within the term of the contract, under Art. 1048 of the Civil Code of Ukraine, interest is accrued in accordance with the agreed terms, and a penalty in the form of a fine or penalty is applied

in case of a delay. At the same time, after the expiration of the loan term or in the event of the creditor making an early demand, the accrual of the specified interest and penalty is terminated, or their application is limited exclusively to the framework of Art. 625 of the Civil Code of Ukraine.

Particular attention should be given to the legal opinion regarding public contracts of adhesion. In cases where the borrower has signed only the application form, and the Terms and Conditions of Lending, which usually contain provisions on sizable interest and penalties, are not signed by him, such Terms and Conditions cannot be considered part of the agreement. Under such circumstances, the bank has the right to demand the return of only the principal amount of a loan, without accruing any interest or penalty. This approach is confirmed by case law, in particular the ruling of the Grand Chamber of the Supreme Court dated July 3, 2019, in the case No. 342/180/17 [30].

The attained results of a comprehensive analysis of case law indicate a gradual change in the paradigm in resolving loan disputes. Modern law enforcement is increasingly shifting away from a formalistic approach to the position of recognising the borrower as the weaker party in the obligation. This is particularly topical in the context of the mass distribution of online lending and accession agreements, where the debtor is actually deprived of the opportunity to influence the content of the transaction. The illustrative case law examples demonstrate that the efficient legal protection of the defendant in the modern period is based not so much on a simple denial of the existence of a debt, but on careful judicial control over the actions of the plaintiff and verification of the sufficiency of his evidentiary base.

Conclusions

Summing up the above, the key procedural strategies for protecting the defendant in cases arising from a loan legal relationships are reduced to the comprehensive application of a number of legal instruments. First of all, it is necessary to conduct an in-depth legal audit of the claims to identify unreasonably accrued interest beyond the loan term and the presence of illegal commissions.

An important stage is the verification of the plaintiff's substantive and procedural interest, which involves the request for a full chain of receivables assignment contracts and evidence of contractual payment, which is especially relevant in disputes involving factoring companies. An efficient way to protect the defendant is also the use of defects in the form of the loan agreement, in particular, a reference to the borrower's failure to sign the Terms and Conditions of the bank, which creates legal grounds for recalculating the debt and its collection only within the principal amount

of a loan. Additionally, it is mandatory to apply the statute of limitations by submitting a corresponding application, taking into account the specifics of the statute of limitations for each monthly payment. A separate vector of protection is the use of the features of the legal regime of martial law, which allows excluding from the calculation penalties and inflationary losses accrued after February 24, 2022. The scientific value of the research conducted lies in the systematisation of the current legal opinions of the Supreme Court for 2018-2026 and the development of practical guidelines to ensure efficient borrowers' rights protection under present-day conditions.

References

- [1] Oliveira, C.G.B. de, Albuquerque, O. de P., Belotti, E.L., Lopes, I.F., Silva, R.B. de A., & Arbix, G.A.T. (2026). An Analysis of Facial Recognition in Banking Disputes Through Data Scraping from São Paulo Court of Appeal Decisions. *Applied Soft Computing*, 189, 1-14. <https://doi.org/10.1016/j.asoc.2025.114500>.
- [2] Decision of the Smila City District Court of Cherkasy Region in the case No. 703/4464/25. (September 15, 2025). Retrieved from <https://reyestr.court.gov.ua/Review/130204117>.
- [3] Resolution of the Mykolaiv Court of Appeal in the case No. 484/3853/25. (January 26, 2026). Retrieved from <https://reyestr.court.gov.ua/Review/133562342>.
- [4] Decision of the Desnianskyi District Court of Kyiv in the case No. 754/18805/25. (December 10, 2025). Retrieved from <https://reyestr.court.gov.ua/Review/132565001>.
- [5] Chvankin, S.A. (2021). The Use of Electronic Evidence in Civil Cases Arising from Credit Agreements Concluded in Electronic Form. *Uzhhorod National University Herald. Series: Law*, 63, 165-170. <https://doi.org/10.24144/2307-3222.2021.63.29>.
- [6] Zhang, C., Wang, Y., & Zhang, J. (2025). Identification and Evaluation of Key Risk Factors of Live Streaming e-Commerce Transactions Based on Social Network Analysis. *Journal of Theoretical and Applied Electronic Commerce Research*, 20(3), 169. <https://doi.org/10.3390/jtaer20030169>.
- [7] Financial Institutions are Recommended to Offer Consumer Clients Restructuring of Consumer Credit Debt or Credit Holidays. (April 14, 2022). Retrieved from <https://bank.gov.ua/ua/news/all/finansovim-ustanovam-rekomendovano-proponuvati-kliiyentam-spojivacham-restrukturyzatsiyu-zaborgovanosti-za-spojivchim-kredytom-abo-kreditni-kanikuli>.
- [8] Hromova, A.O. (2021). *Invalidity of Credit Obligations Under the Civil Legislation of Ukraine*. Ph.D. (Law) Thesis. Kyiv: Taras Shevchenko National University.
- [9] Bohomolova, V.S. (2025). *Protection of the Debtor's (Individual's) Rights in Credit Legal Relations in the Digital Age*. Ph.D. (Law) Thesis. Odesa: National University "Odesa Law Academy".
- [10] Verbitska, M.V. (2011). *Writ Proceedings in the Civil Process of Ukraine*. Ph.D. (Law) Thesis. Lviv: Ivan Franko National University of Lviv.
- [11] Dereza, V.M. (2022). Credit Unions in Ukraine: State and Prospects of Development. *Scientific View: Economics and Management*, 2(78), 104-109. <https://doi.org/10.32836/2521-666X/2022-78-16>.
- [12] Kizlova, O.S. (2011). *Pledge in Civil Law (Conceptual Provisions and Legal Nature)*. Doctoral (Law) Thesis. Odesa: National University "Odesa Law Academy".

- [13] Pohrebniak, V.Ya. (2016). *Civil Law Regulation of Consumer Credit Relations in Ukraine*. Ph.D. (Law) Thesis. Kharkiv: Yaroslav Mudryi National Law University.
- [14] Vasylychenko, M.M. (1979). *Procedural Position of the Defendant in Civil Proceedings*. Kharkiv: Vyshcha Shkola Publishing House.
- [15] Husarov, K.V. (2024). Defendants and third parties who do not state independent claims on the subject of the dispute in cases of compensation for damage caused by war. *Scientific Innovations and Advanced Technologies. Series: Law*, 3(31), 529-537. [https://doi.org/10.52058/2786-5274-2024-3\(31\)-529-537](https://doi.org/10.52058/2786-5274-2024-3(31)-529-537).
- [16] Maulida, A.P., Angkasa, S., & Munir, A.B. (2026). Transforming Credit Guarantees in Indonesia: Legal Reform and Digital Innovation at Askrindo. *Journal of Law and Legal Reform*, 7(1). <https://doi.org/10.15294/jllr.v7i1.38585>.
- [17] Gregorini, P.A., Novais, M.E.C., & Bertran, M.P. (2025). Does a "Moral Damage Industry" Exist in Banking Litigation? A Jurimetric Approach. *Civilistica.com*, 14(3), 1-24. <https://doi.org/10.5281/zenodo.18307524>.
- [18] Danylian, O.H., & Dzoban, O.P. (2023). *Methodology of scientific research*. (2nd ed.). Kharkiv: Pravo.
- [19] Law of Ukraine No. 1734-VIII "On Consumer Lending". (November 15, 2016). Retrieved from <https://zakon.rada.gov.ua/laws/show/1734-19#Text>.
- [20] Law of Ukraine No. 1023-XII "On the Protection of Consumer Rights". (May 12, 1991). Retrieved from <https://zakon.rada.gov.ua/laws/show/1023-12>.
- [21] Resolution of the Supreme Court in the case No. 752/8842/14-ts. (July 5, 2017). Retrieved from <https://reyestr.court.gov.ua/Review/69758990>.
- [22] Oh, J. (2025). Debt Structure and Loan Sales. *Asian Review of Financial Research*, 38(4), 153-191. <https://doi.org/10.37197/ARFR.2025.38.4.5>.
- [23] Decision of November 6, 2025, of the Shevchenkivskiy District Court of Poltava in the case No. 553/1092/24. <https://reyestr.court.gov.ua/Review/131620464>.
- [24] Law of Ukraine No. 2011-XII "On Social and Legal Protection of Servicemen and Members of Their Families". (December 20, 1991). Retrieved from <https://zakon.rada.gov.ua/laws/show/2011-12#Text>.
- [25] Resolution of the Supreme Court in the case No. 944/3046/20. (May 14, 2022). Retrieved from <https://reyestr.court.gov.ua/Review/104052622>.
- [26] Resolution of the Supreme Court of October 5, 2022, in the case No. 352/1950/15-ts. Retrieved from <https://reyestr.court.gov.ua/Review/106660077>.
- [27] Resolution of the Grand Chamber of the Supreme Court in the case No. 910/4518/16. (April 5, 2023). Retrieved from <https://reyestr.court.gov.ua/Review/110279633>.
- [28] Decision of the Poltava District Court of Poltava Region in the case No. 545/4305/25. (November 20, 2025). Retrieved from <https://reyestr.court.gov.ua/Review/132187383>.
- [29] Resolution of the Grand Chamber of the Supreme Court in the case No. 444/9519/12. (March 28, 2018). <https://reyestr.court.gov.ua/Review/74838904>.
- [30] Resolution of the Grand Chamber of the Supreme Court in the case No. 342/180/17. (July 3, 2019). Retrieved from <https://reyestr.court.gov.ua/Review/133695953>.

Andrii V. Izhyk

Ph.D. Student of the Department of Civil Justice and Advocacy
Yaroslav Mudryi National Law University
61024, 77 Hryhorii Skovorody Str., Kharkiv, Ukraine
e-mail: pravonaavocado@gmail.com
ORCID 0009-0000-4033-9402

Андрій Васильович Іжик

аспірант кафедри цивільної юстиції та адвокатури
Національний юридичний університет імені Ярослава Мудрого
61024, вул. Григорія Сковороди, 77, Харків, Україна
e-mail: pravonaavocado@gmail.com
ORCID 0009-0000-4033-9402

Suggested Citation: Izhyk, A.V. (2026). Strategies for Legal Protection of the Defendant in Disputes Over the Loan Debt Collection. *Theory and Practice of Jurisprudence*, 1(29), 103-114. <https://doi.org/10.21564/2225-6555.2026.29.360323>.

Submitted: 06.03.2026

Revised: 20.04.2026

Approved: 28.05.2026

Published online: 29.05.2026