

TO THE MEMBERS OF THE SCIENTIFIC JURY,
APPOINTED BY ORDER
No. RD-22-1439/21.07.2026
OF THE RECTOR OF PAISII HILENDARSKI
UNIVERSITY OF PLOVDIV

R E V I E W

by Assoc. Prof. Angel Yordanov Shopov, PhD of the Faculty of Law at “Paisii Hilendarski” University of Plovdiv, field of higher education 3. Social, Economic and Legal Sciences, Professional field 3.6. Law, PhD programme in “Civil and Family Law”

Regarding: doctoral thesis for the award of the educational and scientific degree of “Doctor” in the field of higher education 3. Social, Economic and Legal Sciences, Professional field 3.6. Law, PhD programme in “Civil and Family Law” at the University of Plovdiv

Author of the dissertation:	Yordan Nikolaev Pangev
Topic of the dissertation:	Unfair terms in contracts
Scientific supervisor:	Assoc. Prof. Krasimir Nikolov Mitev, PhD

Reason for submitting the review: membership of the scientific jury for the defence of the doctoral thesis in accordance with Order RD-22-1439/21.07.2026 of the Rector of the University of Plovdiv, as well as the minutes of the first meeting of the scientific jury held on 23 July 2026.

1. Information about the PhD candidate. Assessment of compliance with the minimum national requirements.

The doctoral candidate undertook his studies at the Department of Civil Law Sciences of the Faculty of Law of the University of Plovdiv, on the PhD programme “Civil and Family Law”, in accordance with Order No. R-33-326/01.02.2021 of the Rector of the University of Plovdiv. The programme was undertaken on a full-time basis between 1 March 2021 and 1 March 2025, including a one-year break, which was taken in accordance with the prescribed

procedure. Awarded with the right to defend his thesis by Order No. RD-22-562/26.02.2025 of the Rector of the University of Plovdiv.

The author of the dissertation, Mr Y. Pangev, was born in 1993. He graduated first from the Ivan Vazov Language High School in Plovdiv, specialising in French and Russian, and then obtained a Master's degree in Law from the Faculty of Law at the University of Plovdiv in 2017. He distinguished himself as one of the most diligent students, demonstrating a serious and in-depth interest in the legal sciences – as evidenced by his participation in numerous student competitions, as well as in the Faculty of Law's civil and commercial law group. My personal impressions of Mr Pangev's abilities are also excellent – I know him as a student, having taught his seminar on the law of obligations. Last but not least, he is fluent in English, French and Russian.

Whilst a student, he worked as a trainee in a law firm. After graduating, he worked as a legal adviser at the same firm, as well as at a non-profit legal organisation, until 2019. Since that year, he has been practising as a lawyer. His practice covers various branches of law. He has demonstrated a sustained interest in participating in academic projects and forums, as well as in researching important issues in private law. One such issue is unfair terms in contracts, to which the thesis discussed here is devoted.

Having passed his PhD exams in law and in a foreign language with excellent grades, the PhD student Pangev has, every year since 2022, been leading seminars, primarily on the general part of civil law, at the Faculty of Law of the University of Plovdiv. He also assists with teaching in other legal disciplines at the Faculty of Law – including property law, law of obligations and consumer law. To date, the PhD student Pangev has around ten publications in Bulgarian legal journals, which have appeared since 2017. These publications discuss important issues, mainly in the field of private law (I would add to the list articles on aspects of the Paulian action; on the assumption of debt and arbitration agreements; and on the peremptory in enforcement proceedings). The PhD student Pangev is also the co-author of a book on copyright in architecture.

Last but not least, during his doctoral studies, the PhD candidate took part in numerous scientific and educational forums both in Bulgaria and abroad. He attended 30 of these as a participant and gave a paper or a presentation at 10 of them. In particular, mention should be made of the the PhD student Pangev's participation in international forums both in Bulgaria

and abroad, most of which are significant for the development of private law in Europe, for example: the Society for European Contract Law (SECOLA), the “Common Core of European Private Law” project, the “70 Years of the Law of Obligations and Contracts” colloquium, webinars organised by the European Law Institute, and so on. Of particular note is the PhD student Pangev’s participation in a research project at the Faculty of Law dedicated to the protection and empowerment of children and people with intellectual disabilities. The PhD student Pangev also possesses organisational skills – he was involved in the founding of the Bulgarian Group of the Association of Friends of French Legal Culture, established in Plovdiv in 2024, and was elected its secretary. (<https://www.henricapitant.org/reseau/bulgarie/>).

The discussion of the dissertation at the Department of Civil Law Sciences at the Faculty of Law of the University of Plovdiv took place at a meeting in June 2026, following which the Council of the Department of Civil Law Sciences decided to proceed with the public defence. This is also the assessment of the scientific supervisor.

The procedures are governed by the Law on the Development of Academic Staff in the Republic of Bulgaria (LDASRB), the Regulation for its Implementation (RI-LDASRB), and the Regulation on the Development of Academic Staff at the University of Plovdiv (RDASUP).

An abstract, a list and the publications themselves on the thesis topic (three in total) have been submitted. They meet the minimum requirement for publications and have been published in specialist journals with an editorial board. The journals are included in the NACID list of peer-reviewed publications.

Table 1: Minimum number of points required for each indicator

Group of indicators	Indicator	Number of points under the RI-LDASRB	Number of points of the PhD student
A	Dissertation for the award of the educational and scientific degree of “Doctor”	50	50
G	7. Articles and reports published in non-refereed peer-reviewed journals or published in edited collective volumes	10/3	30

The data so far show that:

1.1. In the field of civil and commercial law, PhD student Pangev has extensive practical experience and in-depth theoretical knowledge. This provides a solid foundation for the interest he has demonstrated as a researcher in this area of legal scholarship;

1.2. The minimum national requirements for the award of the educational and scientific degree of “PhD”, as set out in Article 2b, Article 6(1), Articles 7 and 8 of the LDASRB, Article 24, 25 of the RI-LDASRB and Articles 29–31 of the RDASUP – in order to defend a doctoral thesis for the educational and scientific degree of ‘Doctor of Law’, the candidate must hold a Master’s degree in Law, have been granted the right to defend their thesis, and have met the minimum national requirements;

1.3. The requirements set out in Article 27(2) to Article 30 of the RI-LDASRB have been met.

2. General description of the dissertation presented

It comprises 205 pages (text excluding appendices) and contains an impressive 876 footnotes. The thesis has been prepared in accordance with the requirements of Article 6 of the LDASRB, Article 27 of the RI-LDASRB and Article 32 of the RDASUP – it contains a title page; a table of contents (with a list of abbreviations); an introduction, the main body (three chapters), a conclusion and a bibliography, and the declaration of originality required by law is also attached.

This dissertation is devoted to unfair terms in contracts. The subject is a topical one – there is no comprehensive study dedicated to this subject in our civil law literature. Its main aspects are traditionally covered in courses on consumer law. Articles on the subject of unfair terms focus primarily on procedural issues, but a detailed study of the substantive law is lacking. Furthermore, the subject matter is relatively new – it is linked to the growing significance of EU law for the Bulgarian legal system since the 1990s, as well as to its development (of EU law). More specifically, it relates to *Directive 93/13/EEC on unfair terms in consumer contracts*, which was first transposed into Bulgarian law in 1999 through the Law on Consumer Protection and the Rules of Trade (LCPRT). This was the first piece of legislation protecting consumers, which has since been repealed by the current Law for Consumer Protection Act (LCP). The LCP currently implements the provisions of Directive 93/13.

Last but not least, the significance of the reviewed topic is confirmed by the widespread use of general terms and conditions. The application of the unfair terms raises numerous questions relating to other key institutions of civil and commercial law, as well as civil procedure. A wide range of issues from other branches of law (particularly EU law, administrative law and administrative procedure) are also skilfully examined.

The national legislation is critically examined through the prism of the provisions of the Directive, as well as in comparison with a selected foreign national legal framework, taking into account the relevant European (Court of Justice of the European Union (CJEU)) and national case law. This indicates that the rich array of comparative law tools has been skilfully and appropriately utilised, as have the methods of interpretation and application of the law which are characteristic of the legal-dogmatic approach to research (logical, systematic, linguistic, teleological, *a fortiori*, *a contrario*, interpretation in accordance with EU law, etc.).

The bibliography includes 187 titles, most of which are in Bulgarian, but which also provide a sufficiently comprehensive body of academic literature in four foreign languages (English, French, Spanish and Italian). Bulgarian case law, as well as the doctrine and regulations of the EU law, the case law of the CJEU, and that of individual countries within the Roman, German and Anglo-Saxon legal traditions, are discussed skilfully, thoroughly and comprehensively. The legal frameworks drawn from the more important sources of so-called “*soft law*” have not been overlooked in the research.

3. Assessment of the scientific and applied scientific results obtained

3.1. Overall assessment

The dissertation offers an in-depth analysis of issues relating to the unfair terms that are key to Bulgarian consumer contract law. The significance of the research is multifaceted – it has an impact, above all, on the development and application of private law institutions related to the unfair terms, whilst also taking into account relevant public law institutions.

It is noteworthy that, in most cases, the PhD student is not afraid to put forward, for the first time in our legal doctrine, arguments regarding the unfair terms, and in some instances challenges with well-reasoned arguments, previously formulated theses. At the same time, the PhD student conducts the academic discussion objectively, presenting the theses in good faith and in full.

The PhD student demonstrates a broad legal knowledge that extends beyond the subject matter of the thesis. Inevitably, in order to skilfully clarify the nature and types of unfair terms – which has been successfully achieved – the PhD student Pangev, in a measured

manner and with due regard to the requirements of the set topic, elucidates important issues in civil and commercial law.

The work submitted to the attention of the scientific jury is a fully-fledged, original legal study. It demonstrates that its author possesses a very thorough theoretical knowledge of the law, and convincingly proves the PhD student Pangev's ability to carry out independent academic research.

3.2. On the content of the dissertation (in broad terms)

The introduction outlines the relevance, scope and objectives of the study, and provides details regarding the methods used.

In the first chapter, The PhD student Pangev outlines the concept of the unfair terms. This is achieved through the method of deduction, by examining the application of the principles of contract law and the general terms and conditions in connection to the institution of the unfair terms; it is also distinguished from related institutions. In the process, answers are provided to questions regarding the limitations on contractual freedom in the context of the unfair terms, as well as what the content of the contract must be – namely, that it must not contravene the requirement of good faith and must not lead to a significant imbalance between the rights and obligations of the contracting parties. The rationale for the institution of unfair terms is based on the combined effect of two principles of contract law – contractual freedom and contractual fairness.

For a term to be unfair, it must cumulatively possess the following characteristics: 1) it has not been individually negotiated; 2) it has been concluded in breach of the principle of good faith; 3) it creates a significant imbalance between the rights and obligations of the parties; 4) it has been concluded to the detriment of the party who has agreed to the clause. The conditions for an unfair term are set out convincingly and in full. Some of the PhD student Pangev's proposals warrant further consideration – for example, the proposal regarding the second condition to adopt the concept of the “reasonable person” should the legal framework for unfair terms in future become part of general contract law. Provided that no other part of the framework is amended, account must be taken of the effect of Article 12 of the LOC and the clarified meaning of the requirement of good faith contained therein.

In clarifying the third condition of unfair terms (that they create a significant imbalance between rights and obligations), the conclusion that both the economic and legal imbalance

between the parties' rights and obligations are relevant to this condition is particularly convincing. This conclusion follows from a clarification of the specific features and operation of mandatory and dispositive provisions within our legal system. The conclusions regarding the point in time at which the assessment of inequality is made (at the time of conclusion of the contract) are also convincing, having fully considered the case law of the CJEU. The interpretation of Article 145 of the LCP also deserves support, as it is fully in line with the accepted view regarding the time of assessment.

It is interesting to note the argument that vague and incomprehensive clauses are an indicator that the terms are unfair. This indirectly underpins the principle of transparency in consumer contract law, which is a valuable contribution. Provisions of other laws providing consumer protection – such as the Law on consumer credit – are also taken into account. The various consequences of non-compliance are also clarified. The distinctions drawn between the institution of unfair terms and similar legal institutions are well-made, with the distinction from the abuse of rights being particularly interesting.

The second chapter of the dissertation examines the types of unfair terms. Attention is drawn to the two approaches to formulating provisions concerning unfair terms – the general and the case-by-case approaches – within the meaning of Article 143(1) and (2) of the LCP. The list set out under the case-by-case approach, pursuant to Article 143(2) of the LCP, falls within the “blacklist” category. Since 2019, it has introduced an irrebuttable presumption that the clauses listed in paragraph 2 are always unfair, which (in accordance with the Directive) provides a higher level of consumer protection in Bulgaria than that provided for in Directive 93/13. However, as some of the clauses in Article 143(2) of the LCP are formulated using relatively specific terms, a degree of flexibility is achieved in the list. Thus, the Bulgarian court must assess the relevant term in each specific case. However, there is no longer any need for the court to verify whether the conditions under the general clause in Article 143(1) of the LCP are met.

Attention is drawn to the various classifications of unfair terms under Article 143(2). The author adopts an approach of maximising the breakdown of the types of terms, categorising them into six groups based on the criterion of which stage of the contract the specific type of term relates to. This proposal for a new systematisation also demonstrates the PhD student's ability to conduct independent academic research. Personally, I find the other,

more concise groupings known in the literature (for example, into two groups) acceptable as well. It is possible to create further sub-groups within them, but this is ultimately at the author's discretion.

The first group covers the clauses relating to the conclusion of the contract. Logically, these are linked to the application of the general requirement set out in Article 12 of the LOC. *The second group comprises the provisions concerning performance, whilst the third covers those relating to breach of contract.* Somewhere on the dividing line between the second and third groups, although placed by the author in the second group, are the clauses under Article 143, paragraph 2, point 14, first suggestion of the LCP – which entitle the trader or supplier to determine whether the goods or services meet the conditions specified in the contract. The expert analysis clearly sets out the similarities and differences between the concepts of defect, deficiency and non-conformity, which are found in the LOC, the LCP and the Law on the provision of digital content and digital services and on the sale of goods.

The fourth group comprises term concerning the termination or extension of the contract; the fifth group covers clauses relating to the exercise of procedural rights; and the sixth group includes other terms not falling within the preceding groups. In this section of the exposition (for example, regarding the hypotheses under Article 143(2), points 4, 6, 9 and 15 of the LCP), the PhD student Pangev convincingly characterises the failure to provide for a reciprocal right for the consumer as unfair, bearing in mind that, in general, consumer contracts are synallagmatic and that they must have consideration. The references to the application of specific provisions in particular types of contracts demonstrate the PhD student's in-depth knowledge. The specific features of the clause under Article 143(2), point 16, by virtue of which the trader is authorised to transfer rights or obligations under the contract without the consumer's consent—which leads to a reduction in the guarantees afforded to the consumer—are discussed in full. It is sufficient that there is a risk of the situation deteriorating; the provision adds a further requirement for the consumer's consent immediately prior to the execution of most specific transfer transactions (such as cession or endorsement) planned by the trader.

Chapter Three is devoted to the consequences of including unfair terms in a contract and to the protection against them. The general wording used in Directive 93/13, namely that unfair terms “shall not be binding” on the consumer, allows Member States to choose the

applicable legal concept leading to this consequence. Since unfair terms are null pursuant Article 146(1) of the LCP, this necessitates a detailed analysis of the legal concept of invalidity. Its specific features under Bulgarian law are examined skilfully and comprehensively, as are the types of invalidity, their specific characteristics and the distinctions from similar hypotheses. Here, once again, the PhD student Pangev's skills in generalisation, engaging in scholarly debate and substantiating his thesis are evident.

Leaving aside the question of the types of invalidity, I would recommend further clarification of the provisions on relative invalidity; as well as in the comparison between pending invalidity, on the one hand, and the condition – the modality of the contract – on the other hand, and the condition of law (*condicio iuris*), on the third hand. It seems appropriate to specify whether pending invalidity depends on the will of (one of) the parties to the contract. In one passage, a negative view is taken on this matter (p. 140), but a few paragraphs later it is noted that, for the legal consequences of a contract subject to pending invalidity to arise, it is sufficient for one of the contracting parties to make an additional declaration of intent. The distinction between confirmation in the case of pending invalidity and a voidable contract is not clearly drawn.

No clear position has been taken on the question of whether the rules governing invalidity are established in the public interest, that is to say, whether they are, as a whole, mandatory, without distinction being made according to the types of invalidity. This approach has been unanimously accepted as a postulate of our civil law doctrine since the entry into force of the current LOC. I believe that the provision for relative invalidity which is in the interest of a specific group of persons does not undermine the aforementioned principle of the legislation – this has been done by the legislature entirely in the defence of the public interest.

It is also unclear what type of nullity applies to unfair terms – is it a case of nullity where a clause in the contract contains provisions that directly contradict the requirements of objective law? Or do we encounter a different hypothesis of nullity in the case of unfair terms – namely, a discrepancy between the manner in which the contract was concluded, on the one hand, and mandatory rules, on the other? Given the specific features of the unfair terms, it is possible to argue for the application of both hypotheses, as well as to dispute the compatibility of this division of hypotheses of invalidity. It would be interesting to hear the PhD student's opinion on this matter.

The analysis below focuses on the requirements of the Bulgarian legislation on unfair terms. In principle, once a term has been classified as unfair, it is null. However, the court does not immediately declare it null, but is obliged to give the parties to the contract the opportunity to present their arguments on the matter. The consumer even has the option of expressing a wish to be bound by the term, despite its unfairness, and thus to validate the null term. The consumer's right to waive the protection afforded by the concept of unfair terms may be exercised both through the courts and out of court. This is seen as reflecting the idea that Directive 93/13 aims to prevent consumers from being bound by terms which they do not actually know or have not had the opportunity to familiarise themselves with. Once consumers have been informed of the content of the terms, they are free to decide for themselves whether or not to be bound by them. The practice of the CJEU, which allows for the rectification of unfair terms, has been criticised by the PhD student Pangev.

Taking into account the specificities of the application of the legislation, I agree with the PhD student's conclusion that the concept of "pending invalidity" successfully explains the consequences of unfair terms, including the possibility of confirming unfair terms by a unilateral declaration of intent on the part of the consumer.

Attention is drawn to Article 146(5), and the practice of the CJEU regarding the partial invalidity of unfair terms is criticised. The CJEU holds that the national court cannot fill gaps in the contract by replacing the unfair terms with dispositive provisions under the national law. The author recommends a change to this approach, as well as the conversion of a null contract in cases where there is no applicable dispositive provision.

The work continues with an examination of procedural issues relating to defences against unfair terms – for example, the development of the legal framework and case law on whether the court has the power to examine, of its own motion, the unfair nature of terms in a contract concluded with a consumer; defence against unfair terms in enforcement proceedings; and the limitation periods for declaring a contractual term to be unfair and for the restitution of what has been given. The proposal by the PhD student Pangev deserves support: that the limitation period for the restitution of what has been given by a consumer under an unfair term should start from the entry into force of the decision declaring the term to be unfair, but that it should be subject to an absolute limitation period – not exceeding 10 years from the transfer of assets.

The conclusion of the dissertation summarises the results of the research carried out.

3.3. On the used methodology used

In his study, the PhD student Pangev employs a variety of scientific methods. Alongside the classical methods of scientific research (analysis, synthesis, etc.), the historical and comparative law methods are also widely used.

4. Assessment of the scientific and applied scientific contributions

The contributions cited by the PhD candidate correspond to my own findings whilst reading the dissertation. They are the result of the PhD student Pangev's in-depth legal knowledge, combined with his extensive practical experience and ability to conduct independent academic research. Last but not least, the thesis contains numerous well-reasoned proposals *de lege ferenda*.

Some of the scientific and/or applied scientific contributions in the doctoral thesis are:

- the thesis is the first monograph on unfair terms – it further develops and enriches the doctrine on unfair terms;
- the concept of unfair term is situated and examined within the context of other private law concepts or concrete contracts;
- it enriches the doctrine of Contracts under General Terms and Conditions and proposes a consolidation of the provisions in the LOC, where both the general provisions and the exceptions are to be set out;
- a definition of an unfair term is provided, its types are classified, and the various hypotheses involving unfair terms are systematised and analysed;
- it is proposed that the provisions on unfair terms be moved to the LOC, systematically following the provisions on general terms and conditions. The rules on unfair terms should apply to all unilaterally drafted contracts, regardless of the status of the parties;
- it was proposed that the terms “trader” and “supplier” to be replaced with “professional”;
- it was proposed that some of the requirements of Article 143(2) of the LCP to be clarified, which would improve consumer protection;
- the consequences of a finding of unfairness have been examined in their entirety, with the consequences of unfair terms being assessed in the light of EU law and Bulgarian law;

- a change to the case law of the CJEU on specific issues relating to unfair terms is proposed.

5. Assessment of the abstract. Plagiarism

The abstract accurately reflects the content of the doctoral thesis and also provides the other information normally required regarding the defence procedure. No reports of plagiarism or discrepancies in the data submitted by the doctoral candidate have been received, nor have any such instances been identified.

6. Critical comments and recommendations

They in no way detract from the excellent academic achievements of the PhD student Pangev.

6.1. I would like to offer a suggestion regarding the links with other legal disciplines. The dissertation under review is a work that makes a significant contribution to the development of our consumer law and the related institutions of civil and commercial law. In some parts of the study (albeit at the risk of increasing its length), it might be advisable to address additional questions. In answering these questions, greater use should be made of the achievements of other legal disciplines (general law theory, private international law and others).

Of particular interest are the considerations regarding the replacement of null unfair terms with other terms, legal principles or *soft law* provisions which the court is able to utilise to fill the gap in the contract. Questions remain unanswered as to whether, in the scenario described, there is a new method for filling gaps, as well as regarding its similarities with the hypothesis of *analogia iuris*, where replacement (the drafting of a new clause) is effected by means of legal principles.

Another relevant clarification that needs to be made concerns the norms of public order. Does the author use this phrase as a synonym for mandatory norms (*ius cogens*), or to refer to the private international law concept of public order (*ordre public*/ public order)?

6.2. Generally speaking, the text is written in a concise, comprehensible and clear style. I would like to make two *general* recommendations – firstly, regarding adherence to punctuation rules concerning commas. The other recommendation concerns the style of expression: simple, short and clear sentences should be preferred.

7. Publications on the subject of the dissertation

Table 2

Group of indicators	Required for obtaining a PhD degree	Number of points	Articles by the PhD student Pangev
G	30 points	10	1. Unfair terms and the abuse of law. – In: Collection 70 years of the Law on Obligations and Contracts. Plovdiv: Sibi, Paisii Hilendarski University publishing house, 2022;
		10	2. Comparative law notes on unfair clauses. – In: Collection of papers from the Scientific Conference “Law in the 21st Century - Challenges and Perspectives”. Plovdiv: Paisii Hilendarski University publishing house, 2023;
		10	3. Does consumer law provide special protection for minors and underage consumers? – Studia Iuris, No. 2, 2024

The abstract lists three publications on the subject of the dissertation, which are included in the set of documents for the defence. All the articles have been published in peer-reviewed journals listed in the relevant NACID register. Table 2 sets out the details of these articles, as well as their compliance with the minimum national requirements. As the first two are included in the body of the thesis under discussion, I shall merely note their titles. An interesting further exploration of the topic of unfair terms can be found in the third article – a key issue here is that of contractual terms directed at children. Proposals are put forward for modernising our national law.

8. Conclusion

The dissertation submitted for public defence on the topic “Unfair terms in contracts” fully complies with the requirements set out in Article 6(3) of the LDASRB, Article 27 of the RI-LDASRB and Article 32 of the RDASUP.

It contains findings that represent an original contribution to scholarship, whilst also demonstrating that the candidate possesses in-depth theoretical knowledge of the subject area, as well as the ability to conduct independent scientific research.

I give my positive assessment, within the meaning of Article 10(1), second sentence of the LDASRB, of the thesis defended. I therefore vote in favour of awarding the educational and scientific degree of “Doctor” to the author of the thesis, Yordan Nikolaev Pangev, under the PhD programme “Civil and Family Law”; professional field 3.6. ‘Law’.

Plovdiv, 26 August 2026

**Respectfully:
(Assoc. Prof. Angel Shopov, PhD)**