

TO
THE SCIENTIFIC JURY,
APPOINTED BY ORDER No. 22-1439/21.07.2026
OF THE RECTOR OF PAISII HILENDARSKI
UNIVERSITY OF PLOVDIV
on the award of the educational and scientific degree of “Doctor”
in the professional field 3.6. Law – Civil and Family Law

REVIEW

From **TANYA NIKOLOVA YOSIFOVA, PhD**

Civil and Family Law professor at the UNWE

Member of the scientific jury for the public defense of the dissertation of
Yordan Nikolaev Pangev

on the topic “Unfair terms in contracts”

for the award of the educational and scientific degree of “Doctor”
in the scientific discipline of “Civil and Family Law”

DEAR MEMBERS OF THE SCIENTIFIC JURY,

I. Biographical notes

Yordan Nikolaev Pangev was born on 13 March 1993. He graduated from “Ivan Vazov” Language High School in Plovdiv, specialising in French and Russian. In 2017, he graduated with a degree in Law from the Faculty of Law at the Paisii Hilendarski University of Plovdiv. He has been a solicitor since 2019. Since September 2022, he has been a part-time lecturer in Civil Law at the Faculty of Law of the University of Plovdiv. He has participated in the Civil and Commercial Law Seminar, as well as in inter-university case-solving competitions in civil and commercial law held in Burgas and Varna. He is fluent in English and has a working knowledge of Russian and French. In 2021, he was enrolled as a full-time PhD student on the PhD programme in Civil and Family Law at the Department of Civil Law Sciences, Plovdiv “Paisii Hilendarski” University of Plovdiv. He was awarded with the right to defend his thesis by Order No. RD-22-562/26.02.2025 of the Rector of University of Plovdiv. The doctoral candidate’s supervisor is Assoc. Prof. Krasimir Mitev, PhD.

The dissertation contains a total of 220 pages and is divided into an introduction, three chapters, a conclusion and a bibliography. There are 876 footnotes. A bibliography is appended, listing a total of 186 cited sources in Bulgarian and foreign languages. The doctoral candidate has three independent publications on the subject of the thesis in specialized scientific journals:

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;

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;

3. Does consumer law provide special protection for minors and underage consumers? – *Studia Iuris*, No. 2, 2024.

The abstract outlines the main scientific and applied scientific contributions of the dissertation.

II. Assessment of the scientific and scientific-practical contributions of the doctoral thesis

This dissertation is devoted to the unfair terms in contracts – a subject that is both topical and suitable for a dissertation, as the Bulgarian legal doctrine lacks a comprehensive monographic study of the substantive legal aspects of the unfair terms. The research employs the legal-dogmatic, historical, comparative law and teleological methods of analysis. The doctoral candidate conducts a comprehensive comparative law analysis with reference to German and Dutch law.

The thesis demonstrates the author’s excellent knowledge of civil law. The author’s style is clear, employing precise terminology and smooth transitions from one topic to another.

Chapter One is titled “Nature of Unfair Terms”. In it, the doctoral candidate defines the concept of a “clause” in its substantive legal sense — as a part of the contractual content from which legal consequences arise. The concept of an “unfair term” is analysed as a complex legal fact, and its characteristics are examined in detail: lack of individual negotiation, breach of good faith, significant imbalance and the presence of damage (detriment) to the consumer. Particular attention is paid to the theory of the autonomy of the will and the principles of freedom of contract, *pacta sunt servanda* and the relative effect of contracts, to which the doctoral candidate argues for the addition of a fourth principle — that of contractual fairness (in both procedural and substantive terms).

The doctoral candidate has distinguished the unfair terms from similar legal concepts: abuse of rights, voidability due to extreme necessity and manifestly disadvantageous terms, surprise clauses, and nullity from the violation of good morals (Article 26(1), third suggestion of the Law on Obligations and Contracts - LOC).

Chapter Two, “Types of unfair terms”, examines the methodology for drafting the provisions of the Law for consumer protection (LCP). The doctoral candidate examines the combination of the general, non-case-specific approach (the general provision in Article 143(1) of the LCP) with the case-specific approach (the list set out in Article 143(2) of the LCP). The thesis provides a detailed classification of the types of lists of unfair terms: “white” (with an indicative function), “grey” (with a rebuttable presumption) and ‘black’ (with an irrebuttable presumption). The 2019 amendment to the LCP, which transforms the Bulgarian list into a ‘black’ list, is analyzed.

The author’s proposed new systematisation of the terms under Article 143(2) of the LCP into six separate groups is of particular scientific interest:

1. *Clauses relating to the conclusion of the contract* (points. 10, 18, 19) – breaching of the pre-contractual duty to provide information.

2. *Terms concerning the performance of the contract* – unilateral determination of the obligations by the professional.

3. *Clauses related to non-performance* – unreasonably high penalty clauses or restrictions on rights in the event of non-performance.

4. *Terms concerning the termination or renewal of the contract* – lack of reciprocity in the event of termination.

5. *Clauses relating to procedural rights* – limitation of the right to bring a claim, arbitration clauses and shifting the burden of proof.

6. *Terms not covered by the preceding groups* – transfer of rights without consent.

The chapter concludes with an analysis of the exceptions under Article 144 of the LCP, in which the irrebuttable presumption does not apply.

Chapter Three is devoted to the consequences of the inclusion of unfair terms, their exposure and procedural aspects. It is strongly practice-oriented and focuses on methods of consumer protection. The main emphasis is placed on the sanction of „nullity“ of the unfair terms (Article 146(1) of the LCP) as an implementation of the European requirement that such terms “must not be binding”. The specific nature of judicial review is examined, with a focus on the court’s obligation to observe the principle of *audi alteram partem*. The consumer’s right to freely and in full knowledge of the facts confirm the unfair term in accordance with the case law of the Court of Justice of the European Union (CJEU) is outlined.

With regard to partial nullity and the filling of gaps, the author analyses Article 146(5) of the LCP and highlights the difference from the general regime under the LOC — in the case of consumer contracts, the legislator is not concerned with whether the parties would have concluded the transaction without the unfair term. The CJEU’s restriction on national courts to replace an unfair term with dispositive rules is examined in detail, aside from the exceptional case of “particularly adverse consequences” (e.g. in credit contracts, where the nullity of the entire contract would require immediate repayment of the principal).

Procedural issues are examined, including an analysis of the court’s duty to monitor unfair terms (*ex officio*) under Article 7(3) of the Code of Civil Procedure, including the specific features of order for payment and enforcement proceedings. The five-year limitation period under Article 110 of the LOC for the restitution of what has been given under the unfair term is also examined, with the author analysing the case law of the CJEU regarding the starting point of this period.

Scientific contributions of the dissertation

The following main scientific contributions of the doctoral thesis can be highlighted:

1. It is argued that there is a need to transfer the regulation of unfair clauses from the LCP and to codify it in the LOC as a general institute of the law of obligations.

2. In connection with the study of unfair terms in consumer contracts, particular attention has been paid to the legal nature of the general terms and conditions of the contract, their effect and the relevant legal framework.

3. It has been argued that the legal definition of unfair terms needs to be clarified. A proposal has been made to remove the requirement of “contradiction with good faith” from Article 143(1) of the LCP, as it overlaps with the requirement for “significant imbalance”.

4. It is proposed that the concept of the “reasonable person” be adopted as an objective criterion for good faith outside the field of consumer law.

5. The author critically analyses the case law of the CJEU and proposes ways to refine it. For example, he suggests that unfair terms which can be remedied by the consumer should be classified as “pendingly invalid”, which would be in line with the established case law of the CJEU on the interpretation of Directive 93/ 13.

6. Specific proposals de lege ferenda have been put forward regarding amendments to the LOC, the LCP and the Code of Civil Procedure.

III. Critical notes and recommendations

Some critical comments and recommendations may also be made regarding the dissertation.

Firstly, in view of the subject matter under consideration and the content of the dissertation, it would be more appropriate for its title to be “Unfair Terms in Consumer Contracts”, insofar as it is precisely these that are the subject of the study, rather than unfair terms in contracts in general. In this regard, further analysis should be given to the doctoral candidate's proposal that the provisions governing unfair terms in professional-consumer relationships should be included in the LOC immediately following the section on general terms and conditions, rather than in the LCP, given that there is specific legislation governing this type of relationship in the special law.

Secondly, the author proposes that, de lege ferenda, a provision be introduced whereby general terms and conditions are not binding on the consumer where they have not been provided to them at the time the contract is concluded. The arguments in favour of this proposal stem from the widespread failure on the part of professionals to comply with this requirement when contracts are concluded electronically. The author points out that in the vast majority of these cases, consumers simply tick a box to confirm that they have read the general terms and conditions, without receiving a signed copy. Such a proposal raises the question of how such a provision would be implemented in practice and whether it might not provide excessive consumer protection, which would be incompatible with the speed of commercial transactions.

Thirdly, the doctoral candidate's proposal to introduce the concept of the “reasonable person”, which is characteristic of Anglo-American law, raises the question of the extent to which such a proposal is compatible with traditional Bulgarian civil law institutions.

The critical notes mentioned do not in any way detract from the scientific value of the dissertation.

IV. Conclusion

In conclusion, I wish to express my positive assessment that the doctoral thesis on the subject of “**Unfair terms in contracts**”, presented for

defence before an scientific jury, unquestionably meets the requirements of Article 6(3) of the Law on the Development of Academic Staff in the Republic of Bulgaria and Article 27, (2) of the Regulations for the Implementation of the Law on the Development of Academic Staff in the Republic of Bulgaria for the award of the educational and scientific degree of “Doctor”, and I therefore propose that the educational and scientific degree of “Doctor” in the scientific discipline of “Civil and Family Law” be awarded to **Yordan Nikolaev Pangev**, a full-time PhD student at the Faculty of Law of “Paisii Hilendarski” University of Plovdiv.

Sofia, 25.08.2026

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