

Анализ различий моделей договорной ответственности в Китае и России в контексте изменений в российском законодательстве 2025 г., касающихся просроченной оплаты по договорам закупки

An Analysis of Differences in Sino-Russian Contract Liability Models from the Perspective of Russia's 2025 New Regulations on Late Payment in Procurement Contracts

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Аннотация. В декабре 2025 г. Государственная Дума Российской Федерации внесла поправки в Кодекс РФ об административных правонарушениях, расширив сферу применения административной ответственности за просроченную оплату по договорам закупки с субъектов малого и среднего предпринимательства (МСП) на всех поставщиков. В качестве отправной точки исследования в статье проводится сравнительный анализ моделей договорной ответственности в Китае и России. Установлено, что в Китае применяется единая модель частноправовой ответственности, ориентированная на гражданско-правовое возмещение и автономию воли сторон, тогда как в России сформирована двухуровневая модель ответственности, сочетающая частное и публичное право, в рамках которой просроченная оплата квалифицируется одновременно как нарушение договора, влекущее гражданско-правовую ответственность, и административное правонарушение. Понимание указанных различий имеет существенное значение для китайских трансграничных предприятий в аспекте обеспечения соблюдения законодательства и управления рисками.

Ключевые слова: просроченная оплата, договорная ответственность, публичное право, частное право, административная ответственность, трансграничное соблюдение законодательства

Abstract. In December 2025, Russia's State Duma amended the Code of Administrative Offences of the Russian Federation, extending administrative liability for late payment under procurement contracts from small and medium-sized enterprises (SMEs) to all suppliers. Taking this reform as an entry point, this paper compares Sino-Russian contractual liability models and finds that China adopts a unitary a private-law liability model focusing on civil compensation and party autonomy, while Russia establishes a dual-track liability model that combines private and public law, defining late payment as both civil breach and administrative offence. Understanding these differences is crucial for the compliance and risk control of Chinese cross-border enterprises.

Keywords: late payment, contract liability, public law, private law, administrative liability, cross-border compliance

1. Introduction

In December 2025, Russia's State Duma amended the Code of Administrative Offences of the Russian Federation, extending administrative liability for late payment in state and municipal procurement contracts from small and medium-sized enterprises (SMEs) to all business entities. According to the bill, the person in charge of the violating purchasing party shall be fined 30,000 to 50,000 rubles, and the legal entity shall be fined 50,000 to 100,000 rubles.¹ This amendment touches on the fundamental issue of the nature of contractual liability. This paper conducts research from both theoretical and practical perspectives: at the theoretical level, by comparing the contractual liability models of China and Russia, it deepens the understanding of the legal traditions of the two countries; at the practical level, facing the continuously deepening Sino-Russian economic and trade cooperation (the trade volume in 2024 reached USD 244.8 billion),² accurately grasping the opportunities and risks brought by the new regulations is a prerequisite for enterprises to effectively control cross-border contractual risks. This paper adopts the research method of comparative law, focusing on three core issues: the core content and legislative orientation of the new regulations, the dimensions of differences in contractual liability models between China and Russia, and the response strategies for cross-border contracts.

2. Analysis of the Core Content of Russia's 2025 New Regulations on Late Payment

Legislative Background and Purpose of the New Regulations. Previously, Russia's provisions on late payment only applied to SME suppliers, leaving non-SME suppliers without effective legal remedies when facing dishonest procuring parties. With the deepening of Sino-Russian economic and trade cooperation, disputes over late payment in cross-border procurement have increased. Against this background, the State Duma adopted amendments introducing the 2025 late-payment regulations on late payment. The core legislative purposes of the new regulations are threefold: first, to expand the scope of protection for suppliers and achieve equal protection for all types of suppliers; second, to regulate the payment behavior

of procuring parties and deter late payment through administrative penalties; third, to enhance the competitiveness of procurement activities and create a fair and honest market environment.³

Core Content and Impact of the New Regulation. First, scope of application. The new regulation covers all types of procurement contracts and protects all suppliers, no longer limited to SMEs, thus achieving full protection coverage. Second, definition of overdue payment. It is stipulated that the purchaser shall be deemed to be in late payment if it fails to make payment within the period agreed in the contract. Third, forms of liability. Liability is divided into administrative liability and civil liability, which apply concurrently. For administrative liability, legal entities shall be fined from 50,000 to 100,000 rubles, and the persons in charge shall be fined from 30,000 to 50,000 rubles; for civil liability, the purchaser shall pay the outstanding amount, overdue interest and liquidated damages, and compensate the supplier for actual losses and lost profits. Fourth, effective date and exceptions to application. The new regulation shall take effect on December 16, 2025 and apply to procurement contracts concluded after its entry into force; overdue payment caused by force majeure may exempt the liable party from administrative liability and part of civil liability.

3. Systematic Comparison of Sino-Russian Contract Liability Models

The differences between the Chinese and Russian contractual liability models are reflected in four dimensions: the principle of imputation, the nature of liability, grounds for exemption, and remedies. Regarding the principle of imputation, China generally adopts the principle of strict liability for contractual breach, with fault liability as an exception. The non-breaching party is not required to prove the breaching party's fault in most cases.⁴ Russia, however, applies the principle of presumed fault. According to Paragraph 1 of Article 401 of the Civil Code of the Russian Federation, the breaching party is presumed at fault and must prove the absence of fault to be exempted. In terms of the method of bearing liability, China focuses primarily on compensatory civil liability, where the core function of liquidated damages is to compensate for losses. Punitive liquidated dam-

¹ Draft Federal Law No. 921844-8 On Amending Art. 7.30.4 of the RF Code of Administrative Offences // The State Duma of the Russian Federation [Official Site]. URL: <https://sozd.duma.gov.ru/bill/921844-8> (accessed: 08.03.2026).

² Yuan S. Trade turnover between China and Russia in 2024 reached a new record high of \$244.82 billion [N]. China Daily, 2025. 11 Mar. (No. 16).

³ Sputnik (news agency). Trade between Russia and China reached a record high in 2024, despite sanctions — special representative of the Russian president // Sputnik. 2025. 24 Nov. URL: <https://sputniknews.cn/20251124/1068530866.html> (accessed: 08.03.2026).

⁴ Cui J. Rules of Prior Breach of Contract: Comparison, Borrowing and Integration // Law Journal. 2023. Vol. 44. No. 6. P. 1—16. DOI: 10.16092/j.cnki.1001-618x.2023.06.002.

ages are generally not recognized, and courts may reduce any liquidated damages that are excessively high. In contrast, Russia employs a dual-track system where civil liability and administrative liability run in parallel. Russian law permits the parties to agree on contractual penalties, while courts may reduce a penalty that is manifestly excessive. Furthermore, it introduces administrative penalty mechanisms, forming a dual sanction system, i.e., “civil compensation + administrative punishment”.⁵ Regarding grounds for exemption, China’s provisions are more flexible, with the fault of the non-breaching party serving as a core basis for exemption.⁶ Russia’s standards for ex-

emption are stricter; in practice, the approval rate for force majeure certification by the Russian Chamber of Commerce and Industry is relatively low, and the new regulations clearly state that only force majeure may serve as a ground for exemption from administrative liability.⁷

Concerning remedies, in China, relief is predominantly provided through civil litigation, supplemented by negotiation and mediation. Russia, however, has established a diversified remedy system consisting of “administrative complaints + civil litigation + arbitration”, in which the convenience of administrative relief is particularly prominent.

Comparison Dimension	Chinese Law	Russian Law
Liability Principle	Strict Liability	Presumption of Fault
Liability Composition	Primarily Civil Liability	Dual Liability: Civil + Administrative (Except Force Majeure)
Liability Performance Method	Compensatory	Compensatory + Punitive
Exemption Grounds	Force Majeure, Fault of the Non-breaching Party, etc.	Primarily Force Majeure (Strict Recognition, extremely high rejection rate)
Remedy Channels	Litigation as the Main Method, Negotiation and Mediation as Supplements	Parallel: Administrative + Civil + Arbitration

Note: The table is provided for quick reference purposes only.

4. Analysis of the Causes of Differences in Sino-Russian Contract Liability Models

First, differences in legal culture. China’s legal culture is centered on “fairness, justice, and good faith”, emphasizing the equal protection of both parties to the contract, focusing on the compensatory nature of liability for breach of contract, and reflecting the concept of “prioritizing settlement”.⁸ Russia’s legal culture is deeply influenced by the civil law system, emphasizing the enforceability and standardization of the law, and focusing on the comprehensive protection of the rights and interests of the non-breaching party. From a historical perspective, Soviet civil law theory emphasized the role of contracts in the national economic plan. The performance of a contract was not only a private matter between the parties, but also the implementation of the national plan, and the influence of this concept continues to this day.

Second, differences in legislative value orientation. China’s legislation on contractual liability takes “balancing efficiency and fairness” as its value orientation, which not only protects the legitimate rights and interests of the non-breaching party, but also avoids excessively burdening the breaching party with liability. Russia’s legislation on contractual liability takes “protecting the rights and interests of suppliers and regulating procurement activities” as its core value orientation. Through mechanisms such as presumption of fault and dual liability, it reduces the cost of rights protection for suppliers and deters dishonest purchasers.

Third, differences in economic development and market environment. As the world’s largest developing country, China focuses on “mutual benefit and win-win results” in cross-border economic and trade cooperation, adopting a more moderate way of assuming liability and placing greater emphasis on negotiation and mediation as remedies. Russia’s

⁵ Zhang Z. Analysis of the Penalty System in Russian Law // China Overseas Investment Promotion Association. 2020. 25 Aug. URL: <http://www.ciodpa.org.cn/index.php?m=content&c=index&a=show&catid=54&id=3315> [accessed: 08.03.2026].

⁶ Yin Q. Determining the Validity of Liability Exclusion Clauses Based on Their Typology // Chinese and Foreign Jurisprudence. 2025. Vol. 37. No. 4. P. 1024.

⁷ Zimneva S., He S. Agreements on Exemption from Contractual Liability of Entrepreneurs in Russia and China // BRICS Law Journal. 2024. Vol. 11. No. 3. P. 120 ; Kanashevskiy V. A. International Private Law. 6th ed., revised and enlarged. Moscow : Mezhdunarodnye Otnosheniya, 2026. P. 429.

⁸ Zhang S. Traditional Culture of Contractual Good Faith and Its Modern Value in the Context of Law and Morality [N] // Guangming Ribao. 2025. 20 June (No. 11). URL: <http://www.nopss.gov.cn/n1/2025/0620/c219544-40505043.html>.

market economy is relatively mature, with higher requirements for the standardization of contract performance, ensuring the orderly conduct of market transactions through strict liability constraints and administrative penalties.

5. Practical Strategies for Sino-Russian Cross-Border Contracts in Response to the New Late Payment Regulations

Improve the design of contract clauses. First, clarify the payment term, the standard for determining late payment, and the obligation to notify in case of delay. Second, refine the clauses on liability for breach of contract. Specify the calculation standard of late interest, the amount or calculation method of liquidated damages, and clarify the administrative liability that the purchaser shall bear for late payment.⁹ Third, clarify the exemption clauses and the burden of proof. Define the identification standard of force majeure and agree on the method for distributing the burden of proof for fault.

Strengthen compliance management. For Chinese enterprises acting as purchasers in Russia, the 2025 new regulations impose higher compliance requirements. Responsible personnel of enterprises may bear personal liability for payment delays, even when the delay is caused by objective reasons. Chinese enterprises operating in Russia should strengthen internal compliance management: establish a strict payment approval process; strive for a reasonable payment term during contract negotiations; retain complete payment vouchers and communication records; take the initiative to communicate with suppliers when potential payment delays occur.¹⁰

Improve the dispute resolution mechanism. First, give priority to negotiation and mediation. When encountering late payment disputes, first try to resolve them through negotiation or apply for mediation by a neutral third party. Second, reasonably select the method of dispute resolution. Clearly stipulate the dispute resolution method in the contract, and agree on the competent court or arbitration institution. Suppliers can make full use of Russia's administrative relief channels, file a complaint with the relevant administrative departments to pursue the purchaser's administrative liability, and at the same time file a civil lawsuit or apply for arbitration to pursue civil liability. Third, strengthen cross-border judicial cooperation. Relying on the Sino-Russian bilateral judicial assistance treaty,

promote the efficient resolution of cross-border disputes, and entrust local lawyers to represent the cases.

For Chinese enterprises exporting to Russia, the 2025 regulations provide additional legal protection. After the implementation of the new regulations, Chinese exporters, as suppliers, not only enjoy the civil rights agreed in the contract, but also can report the purchaser's late payment behavior to regulatory authorities such as the Federal Antimonopoly Service of Russia, request to pursue their administrative liability, and form an effective deterrent to unqualified purchasers.

6. Conclusion

Russia's 2025 late payment regulations highlight the fundamental divergence between the Sino-Russian contract liability models. China adopts a unitary private-law liability model, which regards late payment as a purely contractual matter with the core of party autonomy and compensatory remedies. Russia applies a dual private-and-public law model, characterized by the presumption of fault and a combined civil-administrative disciplinary system, in which a breach of contract may trigger both civil compensation and administrative penalties.

The two systems differ in four core aspects. First, regarding conditions of liability, China requires the non-breaching party to prove fault, whereas Russia reverses the burden of proof and adds no-fault administrative liability. Second, in terms of liability forms, China focuses on compensation, while Russia adopts a compensation-plus-punishment mode. Third, for exemptions, China implements a relatively flexible standard; Russia only accepts force majeure as the exemption condition for administrative liability. Finally, concerning remedies, China adopts a judicial-led mode, in contrast to Russia's administrative-judicial dual-track remedy system. These differences originate from the distinct legal cultures, legislative goals and market environments of the two countries. For enterprises engaged in Sino-Russian economic and trade cooperation, exporters may leverage Russia's public law mechanisms to ensure payment security, while importers must strengthen compliance management and improve contractual protection clauses. Going forward, tracking the judicial practice of the new regulations and promoting Sino-Russian cross-border contract legal cooperation will help enterprises enhance their core competitiveness in cross-border operations.

⁹ Kuajing Zhidao (information portal). Russia Adopts Law on High Fines for Late Payments by Customers // Kuajing Zhidao. 2025. 18 Dec. URL: <https://www.ikjzd.com/news/495311> (accessed: 08.03.2026).

¹⁰ National Development and Reform Commission of the People's Republic of China, et al. Notice of Publication of the "Guidelines for Managing Compliance Risks in Overseas Business Activities" [No. 1916 [2018] of the National Development and Reform Commission] // Official website of the Embassy of the People's Republic of China in Eritrea. 2018. URL: https://er.mofcom.gov.cn/zcfg/art/2019/art_99161cd154274937b808edc200e0b70b.html (accessed: 08.03.2026).

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