**ON BEHALF OF THE REPUBLIC OF AZERBAIJAN**

**DECISION**

**OF THE PLENUM OF THE CONSTITUTIONAL COURT**

**OF THE REPUBLIC OF AZERBAIJAN**

*Article 477.0.1 of the Civil Code of the Republic of Azerbaijan contains Article 470.2 of this Code and Articles 1.0.8 and 10.5 of the Law On Mortgage of the Republic of Azerbaijan, as well as Articles 269.11 and 307.4 of the Civil Code of the Republic of Azerbaijan on interpretation of Articles 3.2 and 10.5 of the Law on Mortgage of the Republic of Azerbaijan*

**31 May 2018 Baku city**

The Plenum of the Constitutional Court of the Republic of Azerbaijan, consisting of Farhad Abdullayev (Chairman), Sona Salmanova, Sudaba Hasanova (Judge-Rapporteur), Rovshan Ismayilov, Jeyhun Garajayev, Rafael Gvaladze, Mahir Muradov, Isa Najafov and Kamran Shafiyev (Judge - Rapporteur),

attended by the Court Clerk - Faraid Aliyev,

Representatives of interested parties - Judges of the Baku Court of Appeal, Elshan Kazimov and Ikram Shirinov, Judge of the Baku city Nizami District Court Mazahir Sadigov, Head of the Sector of the Department of Economic Legislation of the Milli Mejlis of the Republic of Azerbaijan Nadir Sultanov and Senior Adviser of this Department Farid Hajiyev,

Experts - Azad Talibov, Associate Professor of Civil Law Department of the Baku State University, and Assistant Professor of International Law and European Law Department, PhD in Law Natig Asgarov,

Specialists - Judge of the Civil Chamber of the Supreme Court of the Republic of Azerbaijan Ilgar Demirov, Senior Legal Adviser of the Corporation Law Unit of the Legal Department of the Central Bank of the Republic of Azerbaijan Rasim Mammadov, Lawyer of the Legislation and Execution Unit of the Financial Monitoring Service of the Republic of Azerbaijan Rufat Mammadkhanli, Chairman of the Expert Group of Azerbaijan Banks Association, Lawyer Gorkhmaz Agayev and Pricewaterhouse Coopers Azerbaijan Tax and Legal Services Senior Manager Emin Karimov,

In accordance with Article 130.4 of the Constitution of the Republic of Azerbaijan, examined in open court hearing on special constitutional proceedings, Articles 477.2.1 of Article 477.1 of the Civil Code of the Republic of Azerbaijan and Articles 1.0.8 and 10.5 of the Law On Mortgage of the Republic of Azerbaijan Baku Court of Appeal , as well as Articles 269.11 and 307.4 of the Civil Code of the Republic of Azerbaijan regarding interpretation of Articles 3.2 and 10.5 of the Law On Mortgage of the Republic of Azerbaijan on the basis of applications of the Baku city Nizami District Court.

Having heard the reports of Judges K. Shafiyev and S. Hasanova on the case, the speeches of the Representatives of the interested par­ties and specialists, the experts' opinion, having investigated and dis­cussed the case materials, the Plenum of the Constitutional Court of the Republic of Azerbaijan

**DETERMINED AS FOLLOWS:**

The Baku Court of Appeal having applied to the Constitutional Court of the Republic of Azerbaijan (hereafter referred to as the Constitutional Court), asked for an interpretation of provisions pro­vided for in Article 477.0.1 of the Civil Code of the Republic of Azerbaijan (hereafter referred to as the Civil Code) of the “credit line agreements”, unless the agreement expresses the commitment of the bank to extend credit to the creditor, unless otherwise provid­ed for by the terms and conditions of the Loan Agreement, request­ing that the mortgage contracts be interpreted in terms of the possi­bility of evaluating the contractual obligation.

It appears from the appeal that Bank VTB (Azerbaijan) OJSC filed a lawsuit in Baku City Binagadi District Court with payment of $ 13.692.67 of the commercial loan agreement dated November 15, 2013, from Vahid Amiraslanov, from guarantors Nadir Aliyev and Zaur Aliyev to the claimant, 14 as of November 2013, and a resolu­tion on cancellation of the commercial loan agreement of 15 November 2013. N.Aliyev and Z.Aliyev filed a lawsuit against Bank VTB (Azerbaijan) OJSC, requesting that the court be denied the allegation.

The first claim of the Baku city Binagadi District Court on December 1, 2016 was partially satisfied. Obligations arising from the bond contracts concluded between N.Aliyev and Z.Aliyev and Bank VTB (Azerbaijan) OJSC on 14 November 2013 were termi­nated by mutual claims.

The decision of the Civil Board Court of First Instance by Baku Court of Appeal’s decision on April 17, 2017, was affirmed. The Court of Appeal ruled that the wage agreement concluded for the head loan agreement would not be a guarantee of a subsequent com­mercial loan agreement. Thus, no agreement has been reached with the terms of the agreement on the commercial loan agreement with the borrower and the agreement on amendments and additions to that agreement. The amount of debt can not be claimed due to the fact that the landmines have not received any other form of consent to the commercial loan agreement and that they have no obligation under that contract.

The cassational appeal of the Civil Chamber of the Supreme Court of the Republic of Azerbaijan dated 21 September 2017 has been satisfied and the decision of the Baku Court of Appeal has been discharged and the case has been returned to the same court for reconsideration. The decision of the Court of Cassation states that both parties have undertaken to bear responsibility for the fulfill­ment of the obligations of V.Amiraslanov. Changing the term of a commercial loan contract has been extended based on the period specified in the general loan agreement, which can not result in increased liability for the land or any other unfavorable conse­quences for it.

The Baku Court of Appeal, which review the case, takes into account the fact that the Civil Code and the Law On mortgage of the Republic of Azerbaijan (hereinafter referred to as the “Mortgage Law”) have different approaches to the courts regarding the applica­tion of relevant provisions on mortgages and the impediments to the formation of uniform judicial practice that the official interpretation of the norms was necessary.

At the same time, the Baku city Nizami District Court appealed to the Constitutional Court and requested that Article 269.11 and 307.4 of the Civil Code to be applied in civil proceedings be interpreted in relation to Articles 3.2 and 10.5 of the Mortgage Law.

In the appeals, Article 269.11 of the Civil Code “mortgages and pledges can be granted both for existing and future claims”, Article 307.4 of the Code states that “if the amount of mortgage obligation is determined in the future, the rules of its determination in the mort­gage agreement and other necessary conditions, “Article 3.2 of the Law on Mortgage may also be issued for the performance of claims that may arise in the future. In this case, the conditions provided for in Article 10.5 of this Law shall be followed “and Article 10.5 of the Law shall stipulate that the provisions of Article 10.5 of the Law shall specify the amount of such amount in the mortgage agreement if the amount of the principal obligation is determined in the future.

The Plenum of Constitutional Court, pursuant to Part I, Article 17 of the Rules of the Constitutional Court, has decided to merge them into one case, since the appeals belong to the same subject.

The Plenum of Constitutional Court considers that the relevant norms of the legislation are analyzed in consistency with the issues raised in the appeal, and, first of all, clarify the essence of the cred­it line agreement .

One of the most common types of lending in many countries is credit lines (limits). Such contracts include a “general credit agree­ment”, “credit line agreement”, “framework agreement”, “general terms agreement”, “agreement on open terms” and so on.

In the Civil Law of the Russian Federation, such contracts are referred to as the “framework agreement”, “general agreement”, “agreement on open terms.”

According to the German civil legislation, contracts bound under the framework agreement must comply with the terms of the credit line agreement (framework agreement).

Such a credit model is also applied in the Republic of Azerbaijan. In accordance with subparagraph 2.1.8 of the Decree of the President of the Republic of Azerbaijan “The procedure for granting guarantees for loans received by entrepreneurs in manats,” “On Ensuring the Activity of the Mortgage and Credit Guarantee Fund of the Republic of Azerbaijan” in the Appendix 3 of the Presidential Decree of 29 November 2017, is provided as a bank loan, which can be used fully or partially in accordance with the loan agreement, which is calculated only for the portion of the interest rate credit line and defined as the upper limit of the credit line.

Credit line agreements aim to simplify the convenience of bank customers, and access to financial services. According to such agree­ments, the Bank is obliged to take action on its credit request in the manner established by mutual agreement of the parties on the client's request. The purpose of the credit line agreement is the organization of future civil (economic) relations of the parties. In a credit line agreement, the parties should clearly define the main terms of the contracts to be concluded in the future. In practice, such terms are defined in the credit line agreement, its integral part of the loan agreement and the payment plan. Implementation of a credit line agreement is aimed at creating effective access to financial resources of customers in the banking sector, arising from international expe­rience. As a result of the opening of the credit line, the customer can receive a loan from the bank in a shorter time, and the contractual interest rate arises when the customer borrows a loan and applies to the amount used.

In order to clarify whether credit line agreements constitute a legitimate conclusion or a commitment to the parties, the Plenum of Constitutional Court considers it necessary to make a relevant analy­sis of the norms of the civil legislation on the transaction, commit­ment and agreement.

The agreement is a one-sided, bilateral or multilateral expression of will, aimed at the occurrence, alteration or termination of civil- law relations. It is a unilateral transaction to conclude that the will of a party is necessary and sufficient for the closure of the Agreement in accordance with this Code or the parties' agreement. The agree­ment must be agreed by both parties (bilateral agreement) or the agreement of three or more parties (agreed in the Multilateral Agreement) (Articles 324.1, 324.3 and 324.4 of the Civil Code).

One of the most comprehensive and leading areas of civil law relations is the liability law. The commitment is the mutual relations of the participants of the economic turnover, which are governed by the norms of liability.

According to Article 385.1 of the Civil Code, one person (debtor) must make a certain act for the benefit of another person (creditor), such as paying, giving property, rendering services or refusing cer­tain actions, is entitled to.

As is seen from the text of the article, the subject of the obligation is the concrete action or inaction, such as payment of money, trans­ferring property, doing business, rendering services or avoiding cer­tain actions.

Article 386.1 of the Civil Code states that, with some exceptions, an agreement must be concluded between its participants for the emergence of an obligation. This provision stipulates that a liability must be settled between the participants in order to incur liability, with the exception of the occurrence of damage, unreasonable enrichment or other reasons provided for in this Code, ie the debtor's obligation to the creditor must be set by the agreement.

The concept of the agreement is provided in Article 389.1 of the Civil Code. In accordance with this article, the agreement of two or more persons on the identification, alteration or termination of civil rights and obligations shall be deemed as contract.

According to Article 405.1 of the Civil Code, when the parties agree on all the terms of the contract, the contract is considered to be concluded.

Under Article 739.1 of the Civil Code, which clarifies the under­standing of the debt agreement, one of the participants (the lender) is obliged to transfer the ownership of the money or other replaced items to another participant (borrower), and the other party (bor­rower) or to the lender in the form of similar items of the same qual­ity and quantity.

According to Article 739.2 of that Code, if the subject of the loan agreement is any amount of money, it is called a loan agreement. Individuals engaged in lending money in the form of an independent professional activity, should also be expected to receive provisions on professional lending.

The Plenum of Constitutional Court considers that a credit line agreement that reflects the will of the parties in accordance with Articles 324.4, 385.1, 386.1, 405.1 and 739 of the Civil Code must be regarded as a contract, not an intentional agreement.

The Plenum of Constitutional Court notes that clarifying the issue of whether credit agreements are real or consensual contracts is of great importance for resolving issues raised in the appeal.

Despite that the classification of transactions in civil law does not envisage classification of real and consensus transactions, it is envis­aged to divide this or that treaty into real and consensual agreements on the legal criteria in the civil law theory and in several decisions of the Plenum of Constitutional Court.

The Decision of the Plenum of Constitutional Court on interpre­tation of Articles 666.1, 670.1, 670.3 and 673.1 of the Civil Code of the Republic of Azerbaijan dated December 19, 2012, has clarified real and consensual agreements. This Decision shows that civil law has real and consensual forms of donation. When enriching the gift space by donating the gift, the donation agreement is considered a real contract, that is, acquisition of an agreement on the conclusion of the contract, as well as property or property rights (Article 666.1 of the Civil Code). In the event that the gift donor has promised to donate the gift in the future, there is a consensus form of the dona­tion contract (Article 668.1.5 of the Civil Code).

This legal position of the Plenum of Constitutional Court may be applied in the same way to all real agreements.

Rights and obligations under real agreements arise after the trans­fer of the property (item) of an agreement. For example, a donation agreement is considered to be linked to the donation of the gift.

Rights and obligations under consensus agreements arise from the moment the contract is signed (signed). One of the main signs of the consensus agreement in civil legislation is “to undertake the transfer of property”, “to undertake actions” and so on, such expressions are defined.

Under Article 739 of the Civil Code, the creditor is obliged to pro­vide the loan to the creditor. This indicates that loan agreements, as a rule, are a consensus agreement.

When the credit line agreement “does not mean that this agree­ment does not imply the bank's loan”, the Plenum of Constitutional Court states that lending to a borrower means that the lender may provide the borrower with the first requirement without any condi­tions. In case of promise to lend, the pledged lender undertakes to make a loan without any conditions, unless otherwise specified in the contract.

Such conclusion comes from Article 746 of the Civil Code. According to that Article, when the promise of a lender is promised, he may refuse the lender to give up the fact that the other party's property situation is so bad that it will endanger the debt repayment.

The Plenum of Constitutional Court considers that the credit line agreement “this contract does not imply the bank's promise of a loan” should be evaluated by courts only in terms of the require­ments of Article 746 of the Civil Code.

In general, courts should observe the requirements of Article 404 of the Civil Code while hearing such cases. Under the same article, when interpreting the terms of agreement, the court considers not only the literal meaning of the words and phrases contained in the contract, but also the actual meaning of the expression of the will of the parties, and the comprehension of the literal meaning of the con­tract with its other terms and meaning. In this case, all relevant cir­cumstances, including pre-contract negotiations and correspon­dence, practices, business practices, and subsequent actions of par­ties are taken into account (Articles 404.1 and 404.2 of the Civil Code).

At the same time, according to Article 352 of the Civil Code, the invalidity of a part of the transaction does not lead to the invalidity of the remainder of the transaction so that the transaction could be concluded without its invalid part. From this point of view, whether there is a note in the credit line agreement that “this contract does not imply the bank's promise to grant loans” does not affect the ful­fillment of the obligations of the parties.

In accordance with the principle of freedom of contract and free expression of the will of participants in civil turnover, civil legisla­tion permits the parties to envisage a different way of guarantee than the methods of enforcement of the obligations under the Civil Code (Article 460.1 of the Civil Code).

In the theory of law, general features are defined for most types of assurances. These properties include the nature of the assurance method, the dependence on the principal obligation, the impossibil­ity of an independent existence apart from the principal obligation (except for bank guarantees), accessory assurance methods, and property-oriented outcomes.

Article 460.1 of the Civil Code stipulates the possibility of exe­cution of obligations by pledges, bails, mortgages and other means.

Given the fact that the credit line agreement is an agreement that sets out the general terms of the mutual obligation relationship in the future, the parties may determine the method of securing the fulfill­ment of those obligations between them.

In this case, the parties are willing to openly choose this or anoth­er method of guarantee, and their will is to determine the method of assurance.

One of the main ways of ensuring the fulfillment of obligations is the bail.

The land under the land contract shall be liable to the creditor of another person for the full or partial discharge of his or her obliga­tion. Land Acquisition Contracts may also be concluded to secure a future obligation (Article 470 of the Civil Code).

The Decision of the Plenum of Constitutional Court “ On inter­pretation of Articles 470.1, 470.2 and 471 of the Civil Code of the Republic of Azerbaijan” of 4 September 2012 states that Article 470.2 of the Civil Code stipulates that “the obligation to arise in the future” is a ground for a future debt commitment.

According to Article 472.1 of the Civil Code, if the debtor fails to perform or improperly discharges an obligation under the bail, if the Subsidiary Agreement stipulates that the subsidiary liability of the subsidiary is not stipulated, it is jointly liable to the debtor and the debtor.

Thus, based on the above-mentioned Decision of the Plenum of Constitutional Court and Article 472.1 of the Civil Code, it may be concluded that the ground has committed itself to the commitment from the time of the contract of conciliation , but the responsibility for the liability under this obligation does not execute the obligation provided by the debtor, when it fails.

The Decision of the Plenum of Constitutional Court “On inter­pretation of certain provisions of Articles 399.3, 399.4, 445 and 449 of the Civil Code of the Republic of Azerbaijan” of December 24, 2014 states that the principle of certainty as a part of the principle of transparency in the contractual right is the principle of certainty request. According to this principle, the terms and conditions of the contract and the legal consequences of the contract must be clearly stated so that, on the one hand, there is no freedom of evaluation that is not justified for the user of the standard terms of the treaty and on the other hand, (in order to prevent its realization).

Based on these guidelines, the Plenum of Constitutional Court considers that the basic terms of the credit line agreement must be clearly defined to conclude the bond contract.

The circumstances permitting the determination of the amount of liability for a delayed obligation shall be clearly specified in the credit line contract as they are considered essential terms .

According to Article 1.0.9 of the Law of the Republic of Azerbaijan “On Banks”, the bank loan is a loan , issued under a con­tract concluded with a certain amount of time (with the right of extension) and interest (commission fees) money.

As you can see, the key terms of the loan agreement are the amount, term, annual interest rate, and so on. can be attributed.

The cases of termination of guarantee are specified in Article 477 of the Civil Code. Thus, article 477.0.1 of the same Code states that if the obligation of the guarantor is terminated and the obligation is changed without the consent of the land, and the alteration results in an increase in his liability or other unfavorable consequences for him, the latter shall be terminated.

Guarantor increase of liability or other unfavorable consequences for it means changes, the guarantor to sign a contract under this agreement are expected to be responsible for the establishment took a longer commitment. It appears that this substance does not imply the termination of the term for any change. Under this provision, the change in the liability provided for the termination of the obligation should increase the liability of the floor or cause other unfavorable consequences for it.

It is important for the termination of guarentee to change the lia­bility without the consent of both parties, and that such a change would result in an increase in liability or other unfavorable conse­quences.

The increase in liability or cases that entail or other unfavorable consequences for the guarantor:

- Increase of the total amount of the loan;

* Increase of the loan interest rate;
* Changing the currency of the loan;
* extension of the loan repayment period and other significant cir­cumstances.

The Plenum of Constitutional Court stated in its judgment of 4 September 2012, “On interpretation of Articles 470.1, 470.2 and 471 of the Civil Code of the Republic of Azerbaijan”, that the bond con­tract is one of the methods that ensures the implementation of the principal obligation, it must be possible to identify or identify. Accordingly, the wage agreement must specify: the basis of which is the contract (indicating the parties, date and number of the contract); indication of the principal obligation (commitment of the debtor in front of the creditor). It is one of the important conditions for the contract to provide a specific amount of a guaranteed obligation, and it is intended to protect the legitimate interests of the land.

The amount of the commitment stipulated in the loan agreements concluded without the expiration date must be within the total amount and timeframe established by the credit line contract.

If the interest rate is not reflected in the loan agreement, loan agreements must be obtained on the interest rate basis. The absence of such an agreement should be regarded as an increase in the responsibility of the land.

It is necessary to take into account the legitimate interests of the parties when determining the fact that the liability of the time offi­cer may increase or cause other unfavorable consequences for him. Courts should take into consideration that the purpose of the said norm is not to create undue advantage for the termination of a crime, but to provide legal remedies to the ground from the unfavorable change in the basic obligation.

In this regard, the Plenum of Constitutional Court notes that, in each case, “the increase of responsibility or the cause of other unfa­vorable consequences” should be taken into consideration by the courts in the specific circumstances of the case, the arguments of the parties, and on what basis those cases should be justified in judicial acts.

According to Article 269.1 of the Civil Code, the right of mort­gages and pledge are the right of property of the mortgagor on the pledgor's property and, at the same time, the holder of a pledge in front of the pledgee, in respect of the subject matter of the credit line agreement, as well as the claims on mortgage under future claims, money or other commitment. As can be seen from the text of the arti­cle, the right of pledge and mortgage is a legal relationship between the mortgage and mortgager and mortgagor. This right is the proper­ty right of the pledgor to have the property of the pledgegiver, but also the method of securing the debtor's money or other obligation against the lender (mortgager and mortgagee). Mortgage and Mortgage Law are limiting property rights.

It should be noted that mortgages and mortgages can be granted both for existing and future claims. The demand for mortgages and mortgages is sufficiently clear (Article 269.11 of the Civil Code).

According to Article 307.4 of the Civil Code, if the amount of the mortgage obligation is to be determined in the future, the mortgage contract must specify the procedure for its determination and other essential conditions. Conditions to be provided in the mortgage agreement are reflected in Article 10.5 of the Mortgage Law. According to the Article, the mortgage contract includes the name and address of the parties, the subject of the mortgage, its name, location and other description adequate for the identification, the essence, the size (amount) of the principal obligation, the grounds for the occurrence and the period of execution, the parties to the agreement, the place and date of closure. If the amount of the prin­cipal obligation is to be determined in the future, the mortgage con­tract must specify the amount of that amount.

However, the requirements of Article 307.4 of the Civil Code and Article 10.5 of the Law on Mortgage have not been clearly defined in the mortgage agreement. In this regard, the Plenum of Constitutional Court considers that the terms of the credit line agree- ment(amount, term, interest rate, currency, etc.) should be suffi­ciently explicitly stated in order to conclude a mortgage contract.

In case of changes to the key terms of the loan agreement, the mortgage agreement must also be amended accordingly. Thus, Article 14 of the Law On Mortgage states that additional mortgage registration should be made when the substance of the mortgage agreement changes the substance, size or performance period of the principal obligation. That is, they should have the information and consent of the mortgagee.

Based on the foregoing, the Plenum of Constitutional Court comes to the following conclusions:

* A credit line agreement that reflects the will of the parties in accordance with Articles 324.4, 385.1, 386.1, 405.1 and 739 of the Civil Code and that determines their mutual rights and obligations must be accepted as an agreement, not an agreement of intent;
* Under the content of Article 739 of the Civil Code, the creditor is obliged to provide the creditor with a credit line agreement. The record of “the agreement does not imply the promise of the bank to grant loans” should be evaluated by courts only in terms of the requirements of Article 746 of the Civil Code;
* Significant conditions (amount, term, interest rate, currency, etc.) should be clearly indicated in the guarantee and mortgage agreements for the placement of mortgages and mortgages. If the interest rate is not reflected in the credit line agreement, the credit agreement must be based on the rate of interest or the mortgagee's consent;
* Provision of Article 477.0.1 of the Civil Code “Increasing its liability or causing other unfavorable consequences” provides for the increase of the amount, term, interest rate of the credit agreement under the credit line agreement, the change of the credit currency without the consent of the guarantor, and other cases implies that;
* The provisions of Article 307.4 of the Civil Code stipulate that the amount, term, interest rate, currency, etc. of the mortgage agree­ment shall be specified in the mortgage agreement if the amount of the mortgage obligation is to be determined in the future in the mort­gage agreement indicating the necessary conditions.

In accordance with Article 130.4 of the Constitution of the Republic of Azerbaijan and Articles 60, 62, 63, 65-67 and 69 of the Law of the Republic of Azerbaijan “On Constitutional Court”, the Plenum of the Constitutional Court of the Republic of Azerbaijan

**DECIDED:**

1. A credit line agreement that reflects the will of the parties in accordance with Articles 324.4, 385.1, 386.1, 405.1 and 739 of the Civil Code of the Republic of Azerbaijan, and a credit line agree­ment determining their mutual rights and obligations must be accepted as an agreement, not an agreement of intent.
2. According to the content of Article 739 of the Civil Code of the Republic of Azerbaijan, under the credit line agreement, the creditor is obliged to provide the creditor with the loan. The record of the contract “this agreement does not imply the bank's promise of a loan” should be evaluated by courts only in terms of the require­ments of Article 746 of the Civil Code of the Republic of Azerbaijan.
3. Significant conditions (amount, term, interest rate, currency, etc.) should be clearly indicated in the credit line agreement for cred­it and mortgage agreements. If the interest rate is not reflected in the credit line agreement, the credit agreement of the guarantor must be based on the rate of interest or the mortgagee's consent.
4. Article 477.0.1 of the Civil Code of the Republic of Azerbaijan “Increasing its liability or causing other unfavorable consequences” provides for the increase of the amount, term, interest rate of the credit agreement in the credit line agreements, the change of credit currency without the consent of the guarantor and other circum­stances.
5. The provisions of Article 307.4 of the Civil Code of the Republic of Azerbaijan stipulate that the amount, term, interest rate, currency, etc. of the mortgage agreement shall be determined in the mortgage agreement if “the amount of the mortgage obligation is to be determined in the future, the mortgage contract must specify the order of its determination and other necessary conditions” indicating the necessary conditions.
6. Decision shall enter into force on the day of its publication.
7. Decision shall be published in the newspapers “Azerbaijan”, “Respublika”, “Xalq gazeti”, “Bakinski rabochiy”, “Bulletin of the Constitutional Court of the Republic of Azerbaijan”.
8. The decision is final, and may not be cancelled, changed or officially interpreted by any institution or official.