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Civil Liability in the Matter of Real Estate Transactions in the Legislation of the Republic of Moldova

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Abstract: The topicality and purpose of this article convinces us that, in order to identify some theoretical and practical problems within the real estate circuit, it is necessary to start from the legal mechanisms for engaging civil liability. Through the content of this article, we propose to analyze the legal risks that arise within real estate transactions and that can occur both contractually and in relation to third parties. These difficulties are generated, at the contractual level mainly, by the existence of hidden defects, or by situations in which the seller does not have the real quality of owner. Particularly important are relations with third parties, where conflicts are frequently related to entries in the real estate register and their effects on the validity and enforceability of acquired rights. However, the paper aims to demonstrate the need to strengthen legal certainty in the field of real estate transactions and to highlight the contribution of jurisprudence to the standardization of practice and to limiting the risks that may arise in this type of legal relations.

Keywords: real estate transactions; eviction guarantee; protection of the bona fide purchaser; nullity of the contract; real estate registry

1. Introduction

The subject of civil liability in the field of real estate transactions in the Republic of Moldova is located on the border between the law of obligations and the legal regime of real rights, being one of the most sensitive areas of the current civil circuit. In the conditions of an economy oriented towards the consolidation of private property and the development of the real estate market, the stability and predictability of legal relations become essential for ensuring legal security. In this context, the efficiency of civil liability mechanisms represents an important guarantee that the transfer of ownership of real estate does not remain just a formal act, but a real legal process, protected against risks and problems that may arise.

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The article approaches this topic from a broader perspective, analyzing both the contractual obligations of the seller and the requirements related to real estate advertising, as well as the principles of good faith and proportionality. Traditionally, liability in the sale-purchase contract is based on the guarantee against eviction and the obligation to protect the property against hidden defects. The particularities of real estate, however, such as their high value, their enduring nature and their social importance, require a reconsideration of these rules, in relation to the evolution of the market and the increasingly important role of registration in the real estate register.

However, in recent judicial practice in the Republic of Moldova, a diversification of disputes generated by real estate transactions is observed. These disputes include actions regarding the nullity of contracts due to the lack of valid consent, claims based on competing titles, contesting cadastral registrations, as well as requests for compensation for damages caused by construction defects or non-compliance with urban planning regulations. These situations show that the legal risks associated with real estate transactions are not limited only to the relationship between the seller and the buyer, but also concern relations with third parties, as well as trust in the information in the real estate register.

In this case, the analysis of the protection of the bona fide acquirer becomes particularly important. The security of the civil circuit implies maintaining the stability of the rights acquired based on a valid registration, but this stability cannot be absolute, to the detriment of the rights of the person prejudiced by fraud or essential error. In this regard, the courts are called upon to find a balance between respecting legality and ensuring legal certainty, carefully applying the criteria of good faith, proportionality and the protection of legitimate expectations. The present research aims to highlight the complexity of the civil liability regime in real estate transactions, through an analysis that combines doctrine with judicial practice. The legal foundations of contractual liability, the delimitation of the notion of hidden defect, the mechanisms of eviction, as well as their connection with the real estate advertising system are analyzed. At the same time, it aims to identify the way in which national courts interpret these institutions and evaluate the effects of these interpretations on the stability of patrimonial relations.

The topicality of the topic results from the essential role that real estate transactions play in economic development and in the protection of property rights. Any improper application of civil liability rules can have wider effects, affecting the confidence of market participants and the credibility of legal mechanisms. For this reason, it is necessary to consolidate a clear and predictable framework of interpretation regarding contractual guarantees and the protection of the acquirer.

Thus, the article is not limited to a theoretical analysis, but also pursues a critical assessment of judicial practice, with the aim of highlighting directions of interpretation that can contribute to the uniform application of the law and to strengthening legal certainty in the field of real estate transactions.

2. Discussions

The analysis of civil liability in the field of real estate transactions requires an approach that combines the rules of the law of obligations with the rules of real rights. The particularities of real estate, such as their high economic value, stability over time and social importance, make any problem arising in the execution of the contract have more serious legal consequences. In this situation, civil liability has a dual role: on the one hand, a reparative one, by restoring the affected patrimonial balance, and on the other hand, a preventive one, by discouraging behaviors that do not comply with the requirements of good faith.

2.1. Liability for Hidden Defects in Real Estate Transactions

Represents one of the most important forms of contractual liability in real estate transactions, based on the seller's obligation to deliver an immovable property that corresponds to its economic and legal destination. In the civil law of the Republic of Moldova, the regulatory framework of the guarantee for defects is regulated in the provisions relating to the sale-purchase contract, in particular in art. 1117–1122 Civil Code of the Republic of Moldova (2002), which concerns the warranty obligation for defects in the sold good.

In the civil doctrine of the Republic of Moldova, it has been consistently emphasized that the warranty for hidden defects constitutes a distinct form of contractual liability, which is not based on the fault of the seller, but on his obligation to ensure the conformity of the good. The authors S. Baieș and N. Roșca (2025) show that this obligation derives from the very nature of the synalagmatic contract and reflects the balance between the parties' performances, as well as the principle of good faith execution (2002, art. 11 Civil Code of the Republic of Moldova).

From a legal point of view, a hidden defect represents a deficiency, either material or legal, of the good, which existed at the time of transmission or originated in a situation prior to the transfer. This could not have been discovered by a routine check at the time of conclusion of the contract and significantly affects the value or utility of the good, in relation to its destination. This understanding results from the correlated interpretation of the provisions of art. 1117–1118 Civil Code of the Republic of Moldova (2002), on the conformity of the good, together with art. 1122 Civil Code of the Republic of Moldova on the guarantee for legal defects, as well as with the principle of good faith performance provided for in art. 9 and art. 776 Civil Code of the Republic of Moldova (2002).

In the real estate field, the notion of hidden defect does not refer to simple aesthetic imperfections, but to deficiencies that really affect the structure, functionality or economic value of the property. Establishing the existence of such a defect cannot be done superficially, but requires a careful analysis of the specific circumstances of each transaction. In the case of real estate, the qualification of a defect as a hidden defect is achieved by referring to several criteria, which must be analyzed together and not separately (Țurcan, 2022, p. 64).

First, it must be analyzed whether the defect existed prior to the transfer of the right. The alleged defect must be present at the time of the transfer or, at least, have its origin in a situation prior to it. The seller cannot be held responsible for damages that occurred after the handover of the property, as a result of improper use, normal wear and tear or interventions carried out by the buyer. In practice, the courts usually verify, through technical expertise, whether the structural or technical problem existed latently at the date of the sale, even if its effects became visible later.

Secondly, it is important that the defect is hidden. The defect must not be discoverable by a normal check carried out by a prudent buyer. A detailed technical expertise is not required before the conclusion of the contract, but a minimum level of attention is assumed. If the defect was visible, obvious or could be observed by a simple inspection, it cannot be considered a hidden defect (Tălămbuță, 2023, p. 95). Thus, the criterion of hidden nature is assessed objectively, by reference to the behavior of a normal buyer, and not according to the subjective perception of the party.

A third essential element is the seriousness of the defect. Not every minor non-conformity or imperfection attracts liability for hidden defects. The defect must be important enough to significantly affect the use of the good or its economic value. In this regard, a hypothetical assessment can be made: would the buyer have concluded the contract under the same conditions if he had known the real

situation? If the answer is negative or if the price would have been negotiated differently, then the severity condition is met.

And fourthly, it must be borne in mind that liability for hidden defects is objective. The seller is liable even if he was not aware of the defect. This liability is not related to his fault, but results from the obligation to transfer a good in accordance with the contract. Therefore, the risk of the existence of defects prior to transfer is borne by the seller. The parties may, within certain limits provided by law, restrict or exclude this guarantee, but such clauses are interpreted strictly, especially when the seller has acted in bad faith.

Only the cumulative fulfillment of these conditions allows the application of the protection mechanism offered to the buyer by the rules on the guarantee for defects. Therefore, the existence of a hidden defect is not reduced to a simple technical finding, but results from a broader legal analysis, within which the priority, hidden nature, gravity and objective nature of the liability are assessed together.

In practice, courts frequently resort to judicial technical expertise to establish both the nature of the defect and the time of its occurrence (Stahi, 2017, p. 682) The case law of the Supreme Court of Justice has emphasized that not every technical imperfection can be qualified as a hidden defect, but only that defect that significantly affects the economic utility of the property. The Supreme Court has highlighted that judicial technical expertise plays a decisive role in establishing the antecedence of the defect and its hidden nature.

In the matter of hidden defects, the issue of proof is not a formal one, but an essential one for the resolution of the dispute. The applicable rule is that provided for in art. 118 of the Code of Civil Procedure of the Republic of Moldova (2002), according to which each party must prove the circumstances on which they base their claims. Applied within the framework of the sale-purchase contract, this rule means that the person who invokes the non-conformity of the good, who is usually the buyer, must convincingly demonstrate the existence of all the elements that may incur the seller's liability. Thus, the first step is to prove the concrete existence of the defect. A simple dissatisfaction related to the condition of the property is not enough, but a real problem must be demonstrated, which can be assessed from a technical point of view. In practice, however, this stage is almost always carried out through a judicial expertise, which establishes the nature and extent of the deficiency.

In the second step, the buyer must show that the defect is hidden, i.e. it could not have been observed by a normal inspection at the time of conclusion of the contract. The court does not take into account the level of knowledge of the specific buyer, but refers to the standard of a prudent and diligent person. If the defect was visible or could have been easily detected, it cannot be said to be a hidden defect. Another important element is the antecedence of the defect. The plaintiff must prove that the non-conformity existed at the time of the transfer of the right or that it stems from a situation prior to the sale. In the absence of this proof, the seller cannot be held liable, since he cannot be held responsible for damages that occurred later.

Finally, the actual damage must also be demonstrated, either by assessing the costs of remediation or by showing the diminution of the economic value of the property. Only if all these elements are met can the provisions on the conformity of the property and the seller's guarantee be applied (art. 1117 et seq. Civil Code of the Republic of Moldova).

In practice, the administration of evidence becomes more difficult in the case of old properties or those that have undergone several renovations. In such situations, it is difficult to distinguish between normal wear and tear, caused by the passage of time, and the existence of a genuine hidden defect. This delimitation cannot be made on the basis of subjective assessments, but requires a specialized technical

assessment. The courts are forced to establish, through an expert opinion, whether the deficiency invoked represents natural degradation or a problem existing prior to the transfer of the right, which may incur the seller's liability. From a legal point of view, the buyer's obligation to inform the seller about the existence of the defect within a reasonable time from the moment of discovery results from the provisions of the Civil Code of the Republic of Moldova (2002) regarding the exercise of remedies in case of non-conformity. Thus, this notification is not a simple formality, but an essential condition for maintaining the right to invoke the legal guarantee. An unjustified delay may lead to the loss of the possibility of requesting a price reduction, termination of the contract or the award of damages.

If we are talking about the period within which the action can be brought, then the substantive right is subject to the general three-year statute of limitations, which begins to run from the moment the buyer knew or should have known about the existence of the defect (according to the general rules on prescription). However, it is not the date of conclusion of the contract that is relevant, but the moment when the non-conformity was discovered or could reasonably have been discovered.

The situation changes when it is proven that the seller knew of the defect and concealed it in bad faith. In such a case, the analysis is not limited to the guarantee for non-conformity, but can also be extended to the legal regime of fraud and relative nullity. If it is demonstrated that this concealment influenced the buyer's consent, the contract can be challenged for defects of consent, and the limitation period will be analyzed according to the rules applicable to the action for annulment. Thus, the legal regime of hidden defects in real estate involves two essential conditions: one of an evidentiary nature, related to the technical establishment of the defect, and another of a legal nature, regarding compliance with the notification and limitation periods. Only the cumulative fulfillment of these requirements allows the effective exercise of the buyer's rights. In reality, confusion frequently arises between a genuine hidden defect and a simple technical problem or deterioration that occurred after the transfer of the right. Not every imperfection of the property can justify the application of the legal guarantee. Structural defects, such as cracks in the foundation, damage to the strength of the construction or major infiltrations, can be considered hidden defects only if it is proven that they existed at the time of the sale and that they could not have been detected by a normal inspection (Tălămbuță & Stahi, 2025, p. 178). In this regard, the criterion of priority and that of hidden character remain decisive in assessing the situation.

On the other hand, normal wear and tear caused by the passage of time, damage resulting from the use of the property or the effects of inadequate maintenance cannot be attributed to the seller. The legal guarantee does not cover the risks related to the use of the property after the transfer of the right, but only those non-conformities that existed previously or at the time of the transfer.

On a different level, but often related to these situations, are the non-conformities of an urban planning nature. The lack of a building permit, the implementation of extensions without the necessary approvals or the failure to comply with the height regime provided for in the urban planning documentation do not represent simple administrative violations, but can have serious legal consequences for the acquirer. Such problems can affect the stability of the property right and expose the buyer to the risk of sanctions, including the demolition of the construction or the obligation to bring it into legality. In these conditions, the legal analysis must make a clear distinction between ordinary technical deficiencies or those that arose after the transfer and those non-conformities that actually affect the acquired right (Stahi, 2017, p. 682). Only a careful assessment, based on technical evidence and on the correlation of civil law norms with those of public law, allows the correct establishment of the legal situation.

From a legal point of view, these non-conformities can have a mixed character. If they limit the exercise of the right of ownership or expose the acquirer to serious risks – such as demolition or high costs for

legalization – then we are in the presence of a genuine legal defect. In such a situation, the buyer does not acquire a secure and stable right, but one affected by uncertainties, which reduces the economic value and utility of the asset. On the other hand, if these non-conformities were known at the time of conclusion of the contract and were accepted by the buyer, they can no longer be invoked against the seller later. Conscious acceptance of the situation removes the hidden nature of the defect and excludes the application of the legal guarantee.

The analysis of these aspects cannot be separated from the provisions of the 2023 Urban Planning and Construction Code of the Republic of Moldova (2023), which establish the conditions for the authorization and legality of works. The courts must link the norms of public law with those of civil law, in order to determine whether the urban non-conformity actually affects the contractual relationship. Judicial practice in the Republic of Moldova shows a balanced approach in qualifying these situations as hidden defects. The courts order the cancellation of the contract with caution, especially when such a measure would affect the stability of the civil circuit (Stahi, 2015, p. 143). Most often, more proportionate solutions are preferred, such as reducing the price or granting compensation, in accordance with the rights of the buyer. Thus, a clear tendency is observed to protect the stability of legal relations and to maintain the contract, in accordance with the requirements of legal certainty.

2.2. Liability for Eviction in Real Estate Transactions

Represents an important part of the legal guarantee that the seller owes in the sale-purchase contract. It reflects his obligation to ensure the buyer a peaceful possession and use of the acquired property. In the case of real estate, this obligation is of particular importance, since any infringement of the transferred right can have serious patrimonial consequences and can affect the stability of legal relations. The Civil Code of the Republic of Moldova regulates this obligation within the provisions on the delivery of the property without legal defects (art. 1122 Civil Code of the Republic of Moldova, 2002), establishing that the seller is liable for the existence of third-party rights that affect the transferred right. Eviction involves the total or partial loss of the right acquired by the buyer, as a result of the recognition, by court decision, of a previous right belonging to a third party. Depending on the situation, the eviction can be total, when the buyer loses the entire ownership of the property, or partial, when only part of the property or an important attribute of the right is affected, such as the existence of an easement, a superficies right or another real burden that limits the full exercise of the property.

In order for the seller to be liable, certain conditions must be met cumulatively: the existence of a prior right of the third party, the buyer's ignorance of it at the time of concluding the contract, and the fact that the eviction significantly influences the value or economic utility of the property. These elements define the legal framework of the guarantee and establish the situations in which the legal risk remains with the seller. Liability for eviction is objective in nature, it is not necessary to prove the seller's fault. Even if the seller did not act in bad faith, he is liable for the fact that he transmitted a right affected by a previously existing legal defect. This solution is based on the idea of legal certainty and stability of the civil circuit, in the sense that the acquirer must benefit from a certain right, and the legal risk cannot be transferred to him.

A frequently encountered situation in practice is that in which the seller is not the owner of the property or does not have the right to dispose of it. In such a case, the contract may produce effects between the parties, but the transmission of the right of ownership is affected. In civil law, the rule that no one can transfer more rights than they have is a basic principle of the legal circuit. In the system of the Civil Code of the Republic of Moldova (2002), this rule is reflected in the provisions on the acquisition and

transmission of property rights, according to which the transfer operates within the limits of the right held by the transferor. If the seller is not the owner of the right or has an invalid title, the buyer is exposed to the risk of losing the property as a result of the action brought by the true owner.

The rule according to which the right of ownership over immovable property is acquired only through registration is expressly provided for in art. 510 par. (2) of the Civil Code of the Republic of Moldova (2002). According to this text, in the case of immovable property, the right of ownership is acquired on the date of registration in the Register of Immovable Property, with the exceptions provided for by law. This provision gives registration a constitutive character, which means that the mere conclusion of the contract is not sufficient for the transmission of the real right. The contract represents only the obligatory basis, but the effective acquisition of the right takes place only after the completion of the publicity formality. Through this solution, the legislator aims to ensure the stability and security of the civil circuit, offering third parties the possibility to rely on the official data in the register. Consequently, conflicts between the real owner and the subsequent acquirer cannot be resolved only by strictly applying the classic rule of transmission of the right, but must also be analyzed in light of the constitutive effect of registration provided for in art. 510 par. (2) of the Civil Code of the Republic of Moldova (2002).

This particularity has an important impact on the way in which the legal risk is analyzed in the case of the transmission of rights to real estate. If the seller was registered in the register as the owner, and the buyer concluded the contract based on this situation, in good faith and with due diligence, then the issue can no longer be examined only by reference to the classic rule according to which no one can transmit more rights than they have. In such situations, the conflict between the true owner and the subsequent acquirer must be analyzed more carefully, by balancing two essential values: the legality of the title and the stability of the civil circuit. The real estate advertising system, enshrined in art. 510 para. (2) Civil Code of the Republic of Moldova (2002), reflects the legislator's option to protect legitimate trust in the information in the register, as a means of ensuring the security of transactions. In this context, registration in the Real Estate Register is not a simple formality, but an essential legal mechanism for the enforceability of rights and for strengthening legal certainty. This system aims to reduce uncertainties and protect acquirers who rely on the official data provided by the registry.

The system of real estate advertising in the Republic of Moldova gives registration both a constitutive effect and a strong presumption of legality. However, conflicts may arise in situations such as the existence of competing titles, registrations made on the basis of null and void acts, the omission of registration of real encumbrances or material errors in the register. In such cases, the courts are called upon to find a balance between two fundamental principles: the protection of the legitimate owner and ensuring the stability of the civil circuit. According to consolidated judicial practice, the cancellation of an entry in the Real Estate Register is possible when it was made in violation of the law or on the basis of an invalid legal act. However, the effects of such cancellation on bona fide third parties are analyzed with caution, taking into account the provisions of art. 510 para. (2) of the Civil Code of the Republic of Moldova (2002), which enshrines the constitutive nature of registration, as well as the rules relating to the effects and rectification of registrations. The protection of the purchaser who concluded the contract based on a valid registration and who acted in good faith results from the very way in which the real estate advertising system is constructed and from the need to ensure the security of the civil circuit.

In the event of eviction, art. 1219 of the Civil Code of the Republic of Moldova provides that the seller is obliged to refund the price, bear the costs of the contract and repair the damage suffered by the buyer, including by paying damages. In the case of partial eviction, the buyer can opt either for a proportional

reduction of the price or for the termination of the contract, if the lost part is of essential importance. As regards jurisprudence, a tendency towards a balanced application of the rules on eviction is observed. The courts carefully verify the buyer's good faith and whether he has taken the necessary steps to inform himself about the legal situation of the property. At the same time, the adoption of solutions that could excessively affect the stability of legal relationships already consolidated through registration is avoided.

Thus, liability for eviction in real estate matters is not only a means of protection for the buyer, but also a mechanism through which the balance between compliance with legality and ensuring legal certainty is maintained. This institution essentially reflects the tension between the prior subjective right and the need to protect trust in the real estate advertising system, being an important element for the stability of the civil circuit.

In the case law of the Supreme Court of Justice (2023, Decision on the conflict between the initial owner and the subsequent registered acquirer), it was held that the nullity of the prior title does not automatically lead to the abolition of the acquirer's right in good faith, when he concluded the contract based on a valid registration and acted with the necessary diligence. The Court expressly invoked the principle of legal certainty and the need to protect legitimate expectations. This solution is consistent with the case law of the European Court of Human Rights, which has repeatedly emphasized the importance of the stability of legal relationships, as an essential element of art. 6 and art. 1 of Protocol No. 1 to the European Convention on Human Rights (Baieş & Roşca, 2015, p. 128).

2.3. Protection of the Bona Fide Acquirer in the Context of the Relationship between Title and Real Estate Advertising

Represents a central element of legal certainty in the matter of real rights over real estate. In the legal system of the Republic of Moldova, where registration in the Real Estate Register has a constitutive effect, the relationship between legal title and real estate advertising acquires particular importance. The analysis of this area involves correlating the norms of the Civil Code of the Republic of Moldova (in the updated version for 2026) regarding the acquisition and advertising of real rights with the general principles of good faith and the protection of legitimate expectations.

a) The relationship between title and real estate publicity. In the modern civil law of the Republic of Moldova, the acquisition of ownership of real estate is not only achieved by concluding a legal act, but also requires the registration of the right in the public register. According to art. 500 et seq. of the Civil Code of the Republic of Moldova (2002), the real right to a real estate produces effects towards third parties only from the moment of registration in the Real Estate Register, in accordance with the provisions of the cadastral legislation and applicable normative acts. The legal title – such as the sale-purchase contract, the heir certificate or the court decision – constitutes the obligatory basis for the transmission of the right. However, in order for this right to be opposable to third parties and to produce full legal effects, real estate publicity is necessary. In this sense, registration in the register does not only have a formal or declarative role, but a constitutive one, through which the acquired right is consolidated and integrated into the civil circuit.

This dual structure – legal title and registration in the register – can in practice generate conflict situations, especially when the title is affected by nullity or when there are several successive titles to the same property (Tălămbuță, 2022, p. 213).

b) The constitutive effect of registration. The constitutive effect of registration in the Real Estate Register means that the real right is not fully protected and enforceable until after registration. Art. 501

of the Civil Code of the Republic of Moldova (2002) establishes a presumption of accuracy and legality of the data registered in the register, thus offering increased protection to third parties who rely on this official information. Under these conditions, the acquirer who concluded the contract with the person registered as the owner and who requested the registration of his right benefits, in principle, from the protection of the real estate advertising system. Good faith is assessed depending on the moment of acquisition and the specific behavior of the acquirer: whether he checked the legal situation of the property, whether there were no obvious signs of fraud and whether he consulted an updated cadastral extract.

The protection of the bona fide acquirer is justified by the need to maintain the stability of the civil circuit. If registration did not create a strong presumption of validity, confidence in the advertising system would be affected and real estate transactions would become much riskier.

c) The balance between the original owner and the third-party acquirer. The most difficult situations arise when the seller's previous title is null and void or when the real owner challenges the right of the subsequent registered acquirer. In such cases, the courts must find a balance between two essential values: the protection of the original owner's property right and the stability of the civil circuit based on publicity. Recent case law of the Republic of Moldova shows an orientation towards the application of the principle of proportionality. The nullity of the previous title does not automatically lead to the annulment of the right of the acquirer in good faith, if he contracted on the basis of a valid registration and acted with due diligence. In many situations, the preferred solution is to hold the guilty person liable and award compensation, without abolishing the acquired right. However, this protection is not absolute. If the existence of fraud, complicity or lack of good faith is proven, registration no longer offers protection. In this regard, art. 503 of the Civil Code of the Republic of Moldova (2002) limits the effects of protection when the acquirer knew or should have known that the legal situation was illegal.

d) The dimension of the principle of legal certainty. The protection of the acquirer in good faith reflects a clear choice of the legislator in favor of legal certainty. In a system where registration has a constitutive effect, the register becomes the main instrument for ensuring patrimonial stability. Trust in official data must be protected in order to avoid blocking transactions and increasing the number of disputes. Therefore, the relationship between title and real estate advertising must be analyzed as a whole. The title represents the legal basis of the transmission, and registration consolidates and protects the right against third parties (Tălămbuță, 2024, p. 181). The balance between the initial owner and the subsequent acquirer is achieved through the combined application of the rules on nullity, civil liability and the protection of good faith. Finally, the protection of the acquirer in good faith shows the level of development of the real estate advertising system and is an essential element for the stability of the civil circuit. By applying legal norms coherently and uniformly, courts contribute to increasing trust in the legal mechanisms of the real estate market and maintaining a balance between conflicting interests.

3. Conclusion

Analysis of civil liability in real estate transactions in the legislation of the Republic of Moldova, highlights the complexity of legal relationships that are formed at the intersection of the law of obligations and the regime of real rights. Both liability for hidden defects and that for eviction reflect the seller's obligation to convey a secure right and a compliant property, but also the need to protect the buyer against legal and material risks that may affect the substance of the acquired right. At the same time, the real estate advertising system, characterized by the constitutive effect of registration in the Real Estate Register, plays an essential role in ensuring the stability of the civil circuit. The protection of the

acquirer in good faith is not only an individual guarantee, but a fundamental condition for the safe functioning of the real estate market, as it allows participants to rely on the official information provided by the register.

Judicial practice in the Republic of Moldova confirms a balanced approach, aimed at reconciling two essential values: respect for legality and maintaining legal certainty. The courts carefully analyze the circumstances of each case, balancing the right of the original owner and the protection of the acquirer in good faith, avoiding solutions that could destabilize already consolidated legal relationships. In this context, civil liability appears not only as a mechanism for repairing damages, but also as an instrument for prevention and balancing interests in real estate transactions. The correct application of the rules on contractual guarantees, real estate advertising and good faith contributes to strengthening trust in the legal system and ensuring the stability of the civil circuit in the Republic of Moldova.

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