

ENSURING THE RIGHT TO REPAIR THROUGH THE CONSTITUTIONAL RIGHT TO PROPERTY IN THE REPUBLIC OF MOLDOVA

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Abstract

This paper analyses the right to repair as an essential component of the right to property, as well as the ways in which interferences resulting from technical, economic, and legal restrictions affect the exercise of this right in the Republic of Moldova in relation to European Union standards. The study examines the national regulatory framework the Constitution of the Republic of Moldova, the Civil Code, Law No. 105/2003 on Consumer Protection, and Law No. 209/2016 on Waste—by comparing it with European legal instruments such as Directive (EU) 2019/771, Proposal COM (2023)155, and Regulation (EU) 2024/1781 on Eco-design Requirements for Sustainable Products. The paper highlights situations in which manufacturers restrict access to spare parts, software, technical documentation, or independent repair services, thereby creating interferences with the prerogatives of the owner (possession, use, disposal) and negatively impacting the economic value of the asset. The analysis is grounded in ECHR and CJEU case law concerning the balance between the general interest and the protection of property rights, particularly through the application of the proportionality test. The article proposes strengthening the right to repair as an autonomous legal institution, imposing positive obligations on manufacturers, regulating the repair market, and integrating durability criteria into environmental policies. In conclusion, the right to repair constitutes a necessary condition for the effective protection of property, the promotion of the circular economy, and the harmonization of the legislation of the Republic of Moldova with contemporary European standards.

Keywords: *right to property, right to repair, interferences with property, circular economy, reparability, spare parts, extended producer responsibility, economic value of the asset.*

INTRODUCTION

The right to property represents one of the cornerstones of the modern legal order, constituting a fundamental guarantee of individual autonomy and an essential premise for the functioning of a market economy. In the Republic of Moldova, this right is enshrined at the constitutional level, protected by the state, and guaranteed in all its legal and economic forms. However, the effective exercise of the right to property is not limited merely to the formal ownership of an asset; it presupposes the owner's genuine ability to use, maintain, preserve, and freely dispose of it. In this context, the right to repair assumes increasing importance,

becoming an indispensable element of the use and valorisation of goods, particularly in a society characterized by rapid technological advancement and increasingly complex products.

In the Republic of Moldova, ensuring the right to repair is part of a current legal issue that encompasses consumer protection, economic efficiency, and environmental safeguarding. Owners increasingly face restrictions imposed by manufacturers, such as limited access to spare parts, software restrictions, or the inability to resort to independent repair services. These practices can directly affect the exercise of property rights, diminishing the value of goods and hindering the extension of their useful life. In this regard, guaranteeing the right to repair becomes an essential condition for the full realization of the constitutional right to property.

Harmonization of national legislation with European standards particularly those relating to the circular economy, consumer protection, and product durability is a necessary step toward strengthening this right. The Republic of Moldova is undergoing an evolutionary process of regulatory modernization, and the integration of the principles of the right to repair not only safeguards the interests of property owners but also contributes to waste reduction, economic competitiveness, and alignment with international best practices. Accordingly, the present article aims to analyse the right to repair through the lens of the constitutional right to property, examining the national legal framework, its interplay with European legislation, and the practical impact of technical and economic interferences on the exercise of this right. The study seeks to highlight the necessity of reinforcing this legal mechanism in the Republic of Moldova in order to ensure effective and modern protection of private property.

1. THE CONSTITUTIONAL RIGHT TO PROPERTY IN THE REPUBLIC OF MOLDOVA: A BASIS FOR GUARANTEEING REPAIRABILITY

The right to property, enshrined in Article 46 of the Constitution of the Republic of Moldova¹, constitutes one of the fundamental rights ensuring the patrimonial autonomy of the individual and the protection of their assets against interference by public authorities. Article 46 paragraph (1) expressly guarantees the respect for and protection of private property, while paragraph (4) establishes the restrictive and exceptional conditions under which expropriation may occur — only for reasons of public utility, with fair and prior compensation. This constitutional enshrinement indicates that property is not regarded merely as a static state of

¹ Article 47 of the Constitution of the Republic of Moldova.

possession or control over an asset, but as a substantial right protected in all its components, including the maintenance of its integrity and economic value. Similarly, Article 127 of the Constitution² deepens the functional dimension of property, emphasizing its social and economic character within the constitutional order. The state is obliged to ensure a legal regime that allows the efficient use of assets, their protection, and the prevention of their unjustified devaluation. Therefore, the Constitution establishes a model of property that does not merely provide formal protection but implies effective guarantees for maintaining the utility and substance of the asset. Within this framework, the right to repair becomes an indispensable element in the functionalization of property rights. The reparability of goods whether movable, immovable, or technological assets constitutes a necessary condition for the effective exercise of the owner's prerogatives. Without the possibility of repairing a damaged asset, property loses its economic function, exchange value, and social utility, thus affecting the very core of constitutional protection. In doctrinal literature, this phenomenon is described as the transition from formal property to functional property, where legal protection extends to maintaining the performance and durability of assets. Accordingly, a combined analysis of Articles 46 and 127 of the Constitution reveals that, in the Republic of Moldova, the right to property implicitly includes the right to preserve and restore assets as an expression of constitutional guarantees for the protection of patrimony. Functionalizing property through the possibility of repair represents not only a social and economic necessity but also a constitutional requirement arising from the state's obligation to create real conditions for maintaining the value of assets and ensuring the effective protection of property rights.

2. THE REFLECTION OF THE RIGHT TO REPAIR IN THE CIVIL LEGISLATION OF THE REPUBLIC OF MOLDOVA

Articles 500 and 501 of the Civil Code of the Republic of Moldova³ define both the content and the guarantees of property, providing a clear basis for interpreting the right to repair as an inherent attribute of the owner's prerogatives. According to Article 500 paragraph (1) of the Civil Code of the Republic of Moldova, the owner enjoys the rights of possession, use, and disposal of the asset, and the ability to repair a product represents a direct expression of these prerogatives. Repairing allows for the maintenance of the utility and functionality of the asset

² Article 127 of the *Constitution of the Republic of Moldova*.

³ Articles 500 - 501 of the *Civil Code of the Republic of Moldova*.

— elements of its use — but at the same time entails a material intervention upon the asset, which constitutes a manifestation of the right of disposal. Thus, any limitations imposed by manufacturers, whether through the inaccessibility of spare parts, software restrictions, or lack of technical documentation, may directly affect the effective exercise of property rights.

At the same time, Article 500 paragraph (3) recognizes the possibility of restricting property rights “by law or by the rights of a third party.” In the context of repairs, such limitations may arise from consumer protection legislation, technical regulations, product safety standards, or intellectual property rights over digital components. Nevertheless, these restrictions must be interpreted strictly and cannot diminish the substance of property rights as protected by the Constitution and the Civil Code. Any interference must be justified by a legitimate interest and comply with the principle of proportionality, particularly when it affects the correct and predictable exercise of the asset’s use.

Therefore, the right to repair is not enshrined as an autonomous legal institution in the legislation of the Republic of Moldova. Existing regulations are fragmented and limited to the classical contractual framework. Article 1118 of the Civil Code of the Republic of Moldova⁴ establishes the seller’s obligation to deliver conforming goods, while Articles 1123 – 1130⁵ and 901 – 908⁶ set out the remedies available in cases of non-conformity: repair or replacement of the goods, a corresponding reduction of the price, or contract termination. However, these provisions operate exclusively within the warranty period, without creating a distinct legal regime for repair as an independent right.

In parallel, Law No. 105/2003 of the Republic of Moldova on Consumer Protection⁷, in Article 18 paragraph (1), (a), reiterates the same solution, enshrining the consumer’s right to request, free of charge, “the bringing of the product into conformity with the contractual requirements.” This provision confirms the applicability of repair as a remedy; however, its scope is similar to that of the Civil Code of the Republic of Moldova, as the right can only be exercised during the warranty period and does not impose additional obligations on manufacturers, such as the provision of spare parts, access to technical documentation, or the prohibition of planned obsolescence.

At the same time, Law No. 209/2016 on Waste⁸ extends the legal protection of repair into

⁴ Article 1118 of the *Civil Code of the Republic of Moldova*.

⁵ Articles 1123 - 1130 of the *Civil Code of the Republic of Moldova*.

⁶ Articles 901 - 908 of the *Civil Code of the Republic of Moldova*.

⁷ *Law No. 105/2003 of the Republic of Moldova on Consumer Protection*.

⁸ *Law No. 209/2016 of the Republic of Moldova on Waste*.

the realm of environmental policy by promoting the principles of the circular economy and extended producer responsibility. Regulations aimed at extending product lifespans, reducing waste, and encouraging repairs are fully consistent with Article 500 paragraph (6), which obliges the owner to maintain the asset, as well as with the general public interest in reducing ecological impact. From this perspective, the right to repair becomes not only a component of property rights but also a legislative instrument necessary for achieving sustainability and economic efficiency objectives. Thus, from a normative standpoint, in the Republic of Moldova, repair is not elevated to the status of an autonomous legal institution but remains situated within the scope of contract law, being regarded as a natural consequence of the legal guarantee of conformity. This characterization carries important legal implications: unlike absolute nullity or other public order institutions, repair does not benefit from a mandatory regime, meaning that its effectiveness is limited to the contractual framework established by the parties. Furthermore, the absence of express provisions conferring repair with a function of general interest results in applicable rules being predominantly dispositive in nature, susceptible to derogation through standardized agreements, thereby reducing the level of effective consumer protection.

3. THE RIGHT TO REPAIR AS A GUARANTEE OF CONSUMER PROTECTION

Law No. 105/2003 of the Republic of Moldova on Consumer Protection⁹ provides additional clarifications compared to the Civil Code of the Republic of Moldova, particularly through Article 20¹⁰, which regulates in detail the rights of the consumer in cases of non-conformity. The provision establishes a hierarchy of actions available to the consumer: first, the consumer is entitled to request repair or replacement of the product, free of charge and without significant inconvenience. Only if these remedies are impossible or disproportionate may the consumer request a price reduction or contract termination. The law further specifies the elements associated with the “*free of charge*” requirement, including the costs of transport, diagnostics, installation, and removal, as well as the seller’s obligation to provide written evidence of retaining the product for repair. Nevertheless, the law also sets limits to the applicability of remedies through repair, thereby establishing a complex legal framework. Firstly, repair is excluded when it is materially impossible, i.e., when the seller lacks spare parts,

⁹ Law No. 105/2003 of the Republic of Moldova on Consumer Protection.

¹⁰ Idem

equipment, or the technology necessary to perform the intervention. In such cases, the law exempts the seller from the obligation to restore the product through repair, without releasing the seller from the duty to provide other remedies to the consumer.

Secondly, repair may be refused when it is deemed a disproportionate measure, pursuant to Article 20 paragraph (5) and paragraph (7) of Law No. 105/2003¹¹. Disproportionality is assessed according to several legal criteria: the value of the product if non-conformity did not exist, the significance of the non-conformity for the functionality of the product, the possibility of implementing an alternative remedial measure without significant inconvenience to the consumer, as well as the recurrence of the same defect after a repair has already been performed. Accordingly, if repair entails excessive costs compared to replacement, the seller is entitled to opt for replacement. Another expressly regulated situation concerns the recurrence of non-conformity. If, after an initial repair, the defect reappears repeatedly, the law does not oblige the seller to continue repairing the product, and the consumer is entitled to request directly the replacement of the product or contract termination with reimbursement of the price paid. This solution aims to protect the consumer against repeated and ineffective repairs, which could transform the legal obligation into a mere formalism devoid of practical effect. At the same time, the law establishes a derogatory regime for second-hand products, for which the consumer cannot request replacement, but only repair or an appropriate price reduction. This limitation, justified by the specific nature of used goods, nevertheless reduces the level of protection compared to that afforded to new products.

According to analyses by Ilie Dumitru¹², the right to repair constitutes an essential legal guarantee for consumer protection, allowing remedies to be implemented without additional costs. Similarly, Valeriu Baeșu¹³ notes that the right to property is a social and economic reality. It ensures balance between the consumer and the supplier and prevents commercial abuses. Repairing the product protects the integrity of the asset and the effective exercise of property rights. Legislation obliges the supplier to provide real access to repairs, thereby guaranteeing concrete consumer protection. As stated by Elise Nicoleta Vâlcu¹⁴, the right to repair is a fundamental element of consumer protection in business-to-consumer contracts. It allows the consumer to remedy defective or non-conforming products. The seller is obliged to provide

¹¹ *Law No. 105/2003 of the Republic of Moldova on Consumer Protection*.

¹² I. Dumitru, *Consumer Protection*, PRO Universities Publishing House, Bucharest, 2021, 288 pp., p.137.

¹³ V. Baeșu, *Constitutional Protection of the Right to Property*, University Legal Studies Journal (SJU), Chișinău, 2016, 291 pp., p. 171.

¹⁴ E. N. Vâlcu, *Business-to-Consumer Rights*, C.H. Beck Publishing, Bucharest, 2024, 458 pp., p. 239.

effective solutions for repair, ensuring fairness between the parties. The right to repair effectively protects the consumer's property in the purchased goods and supports confidence in the market. Consequently, this measure constitutes a legal guarantee that safeguards both the economic and legal interests of the consumer. The legal regime of repair is further detailed through the imposition of strict deadlines for restoring conformity. Pursuant to Article 20 paragraph (8) of Law No. 105/2003¹⁵ of the Republic of Moldova, repair must be performed within a maximum of 14 calendar days from the date the product is delivered to the seller or the person designated by the seller, with the possibility of extending this period by an additional 14 days only with the consumer's consent and solely when the nature of the product requires the import of certain parts or similar components. Failure to meet this deadline constitutes grounds for applying other remedies, such as a price reduction or contract termination. In this regard, the CJEU has emphasized that remedies must be effective and prompt to ensure that protection is not illusory (C-404/06, *Quelle AG*¹⁶). Similarly, in C-52/18, *Deutsche Telekom AG*¹⁷, the Court clarified that repair must restore functionality within a reasonable time and without major inconvenience to the consumer. Furthermore, the law imposes an obligation that any repair be carried out with new parts, as provided in Article 20 paragraph (9) of Law No. 105/2003¹⁸, thereby excluding the use of second-hand or refurbished components. This provision guarantees the quality and durability of the repair, though it may also have the side effect of increasing costs for the seller and reducing incentives to promote repair instead of replacement. Additionally, in cases where repair or replacement requires the disassembly of installed products, Law No. 105/2003 explicitly provides that the obligation to remedy includes the costs of disassembly and reinstallation, thereby reinforcing the effectiveness of the consumer's right. In support of transparency, Article 20 paragraph (11) of Law No. 105/2003¹⁹ also imposes on the seller the obligation to provide the consumer with written evidence regarding the retention of the product, the resolution deadline, and the identifying elements of the asset. Beyond these guarantees, the law grants the consumer alternative remedies in situations where repair is not possible or is not carried out within the prescribed period. The consumer may request an appropriate price reduction or contract termination, with full

¹⁵ Article 20 paragraph (8) of *Law No. 105/2003 of the Republic of Moldova on Consumer Protection*.

¹⁶ Case C - 404/06, *Quelle AG*, available at: https://eur-lex.europa.eu/legalcontent/RO/TXT/PDF/?uri=CELEX:62006CJ0404_SUM&from=MT accessed on: 22.11.2025 at 07:32.

¹⁷ Case C - 52/18, *Deutsche Telekom AG*, available at: <https://dokumen.pub/european-contract-law-9781509941810-9781509941803.html> accessed on: 22.11.2025, at 07:40.

¹⁸ Article 20 paragraph (9) of *Law No. 105/2003 of the Republic of Moldova on Consumer Protection*.

¹⁹ Article 20 paragraph (11) of *Law No. 105/2003 of the Republic of Moldova on Customer Protection*.

reimbursement of the amount paid, without the obligation to demonstrate additional damage. Thus, the normative framework establishes a genuine hierarchy of remedies, structured as follows:

- a) *Repair of the product* – as the primary remedy, preferable, provided it is technically feasible, economically proportionate and practically effective;
- b) *Replacement of the product* – applicable when repair is impossible or inadequate;
- c) *Appropriate reduction of the price* – when neither repair nor replacement can be effectively carried out;
- d) *Contract termination* – as the ultimate remedy, entailing full reimbursement of the amount paid by the consumer.

In comparison with the European regime, it is evident that the national legislation of the Republic of Moldova frames the right to repair as a subordinate contractual remedy, which may be refused by the seller in multiple circumstances. Directive (EU) 2019/771²⁰, in Article 13(2), establishes repair as the primary mandatory remedy, preferable to replacement or contract termination, while limiting the seller's right to refuse repair only where it is impossible or disproportionate in relation to costs. However, the Court of Justice of the European Union (CJEU) in cases C-65/09 and C-87/09, *Weber & Putz*²¹, emphasized that disproportionality cannot be interpreted broadly, and the consumer's right must be protected even when repair costs are high, if the alternative would deprive the consumer of the substantial benefit of the contract.

In Moldovan law, by contrast, the criteria for disproportionality (Article 20 paragraph (5) and (7) of Law No. 105/2003)²² are formulated more broadly, granting the seller an extended margin of discretion to refuse repair. Thus, the mere finding of “unreasonable costs” or a low product value may justify refusal. This normative difference highlights that, in practice, consumers in the Republic of Moldova have fewer effective guarantees for exercising the right to repair than consumers in the EU. Therefore, the absence of explicit regulation of the right to repair after the expiration of the statutory warranty period may constitute a potential violation of the constitutional right to property, as enshrined in Articles 46 and 127 of the Constitution of the Republic of Moldova. In doctrinal literature, this situation is characterized as a form of

²⁰ Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC.

²¹ Case C - 65/09 and C - 87/09 *Weber & Putz*, available at: <https://eurolex.europa.eu/legalcontent/RO/TXT/?uri=CELEX:62009CC0065> accessed on: 23.11.2025, at 08:30.

²² Article 20 paragraph (11) of Law No. 105/2003 of the Republic of Moldova on Customer Protection.

legislative passivity, which affects the effectiveness of a formally recognized right. Pursuant to the principle of effectiveness, as recognized in CJEU jurisprudence, a recognized right must be concretely enforceable and protected against unjustified restrictions, even in the absence of a specific provision detailing its implementation.

4. THE ECOLOGICAL DIMENSION OF THE RIGHT TO REPAIR

The right to property, guaranteed by the Constitution of the Republic of Moldova and the Civil Code of the Republic of Moldova, is not confined to the possession, use, and disposal of goods. For property to be effectively protected, the owner must have a genuine possibility to maintain and repair their goods, so as not to be deprived of their economic and functional utility.

In parallel, the repair of goods acquires an ecological and social dimension. Extending the lifespan of products through repair and maintenance reduces waste generation and the consumption of natural resources, thereby supporting the objectives of the circular economy. The Waste Framework Directive 2008/98/EC²³ emphasizes the need for waste prevention, as well as the promotion of product reuse and recycling, highlighting that access to repairs and spare parts is not merely a patrimonial entitlement but also an ecological responsibility contributing to the reduction of environmental impact. Likewise, the ECHR in *Scordino v. Italy* (2006)²⁴ stressed that the state must ensure effective remedies even in cases of indirect interference with property. Applying these principles in the Republic of Moldova would mean that the owner not only possesses a good but can also use, maintain, and refurbish it in accordance with European standards of property protection and consumer rights. In this context, ensuring the right to repair becomes a point of convergence between the protection of property, consumer interests, and environmental objectives. The effective exercise of the right to property presupposes not only possession and use, but also the possibility to repair, reuse, and maintain the good under conditions of durability. Integrating the environmental dimension into national legislation thus supports both the economic and functional protection of goods and the sustainable development of society, aligning the Republic of Moldova with European standards on product durability and the circular economy.

In the European Union, the principle of Extended Producer Responsibility (EPR) has evolved from a simple obligation of collection and recycling into an integrated instrument of

²³ Directive Waste Framework 2008/98/EC.

²⁴ ECHR, *C-Scordino v. Italy* (2006), available at: [https://hudoc.echr.coe.int/eng#{%22itemid%22:\[%22001-72925%22\]}](https://hudoc.echr.coe.int/eng#{%22itemid%22:[%22001-72925%22]}) accessed on: 24.11.2025, at 09:02

the circular economy. A key role is played by the obligations deriving from EPR, widely applied across the European Union. Under this principle, producers are responsible not only for placing products on the market but also for their entire life cycle, including facilitating repair, reuse, and material recovery. EU directives on EPR impose obligations such as: ensuring the long-term availability of spare parts, providing technical information and repair instructions to consumers and independent operators, ensuring interoperability of components, designing products to allow easy disassembly, and organizing efficient systems for waste collection and treatment.

By contrast, Moldovan law lacks a normative connection between environmental legislation and consumer protection. Law No. 209/2016²⁵ regulates EPR strictly from the perspective of waste management, while Law No. 105/2003 limits the right to repair to the duration of the legal warranty. This legislative fragmentation creates a dual vulnerability: the consumer is deprived of the effective right to repair the product after the warranty period, and the state lacks a legal framework for preventing electronic waste generation through the extension of product lifespan. Thus, this structural limitation of the principle of extended producer responsibility (EPR) also derives from the drafting of Law No. 209/2016. Article 12 paragraph (2) establishes the obligation of producers and importers to organize and finance the collection, treatment and recycling of waste, while Article 14 provides for the establishment of individual or collective systems for managing end-of-life product flows. However, the law contains no provisions regarding the design of products in a manner that would facilitate their reuse or repair, thereby reducing the effectiveness of EPR to a purely financial mechanism. Moreover, Article 18 of the law, which regulates traceability and reporting obligations concerning the quantities of products placed on the market and subsequently managed as waste, is not correlated with any obligation to maintain a minimum stock of spare parts or to ensure access for independent repair workshops to the technical documentation necessary for repairs. Consequently, the current legislation does not generate normative incentives for producers to design durable and repairable products, but rather imposes obligations limited to the post-consumption phase, thereby maintaining an imbalance between environmental protection and the economic interests of operators. By comparison, Regulation (EU) 2024/1781²⁶ on eco-design expressly lays down, in Articles 7 and 8, requirements regarding product durability, reparability and recyclability, thus transforming EPR into a normative instrument with a

²⁵ *Law of the Republic of Moldova No. 209/2016 on Waste*

²⁶ *Regulation (EU) 2024/1781 on Eco-design*

preventive function.

5. ENSURING THE RIGHT TO REPAIR IN THE REPUBLIC OF MOLDOVA IN THE CONTEXT OF THE VALORIZATION OF THE CONSTITUTIONAL RIGHT TO PROPERTY

In the context of rapid technological developments and the Republic of Moldova's ongoing efforts to align its legal framework with the *acquis* of the European Union, the right to repair is acquiring increasing juridical significance. The evolution of EU norms concerning product durability and consumer protection requires a reassessment of how national legislation safeguards the effective exercise of the constitutional right to property. The right to repair a good or to have it designed in a manner that enables reparability thus becomes an indispensable component of its use and valorisation, obliging the state to adapt the domestic regulatory framework to emerging European standards. Directive (EU) 2019/771 on the sale of goods²⁷ establishes repair as the primary remedy in cases of product non-conformity, ensuring that consumers receive prompt, free, and proportionate redress. These European standards provide clear interpretative guidance for national norms, preventing situations in which the owner is indirectly deprived of the utility of their property due to an unjustified refusal to repair. The Proposal COM (2023)115 on strengthening the "*right to repair*"²⁸ further expands consumer protection vis-à-vis producers by imposing an obligation to ensure accessible and available repairs even after the expiry of the legal guarantee. This includes the provision of spare parts, access to technical information, and the possibility of independent repairs, thereby limiting commercial practices that could unduly restrict the effective exercise of the right to property. Such an approach is consistent with the constitutional provisions of the Republic of Moldova, according to which property is inviolable and must be safeguarded against disproportionate restrictions. Regulation (EU) 2024/1781 on eco-design²⁹ reinforces the technical dimension of the right to repair by requiring that products be designed to be durable, repairable, and interoperable. This marks a structural shift in the paradigm of property protection: goods should not merely be usable but must be conceived transparently and sustainably, preventing premature obsolescence. Implementing these standards in the Republic of Moldova would benefit both consumers and the legal system by enhancing legal certainty and predictability in patrimonial

²⁷ Directive (EU) 2019/771 on the sale of goods.

²⁸ Proposal COM (2023)115 on strengthening the "*Right to repair*".

²⁹ Regulation (EU) 2024/1781 on Eco-design.

relations. European jurisprudence, including the decisions of the European Court of Human Rights (ECHR) and the Court of Justice of the European Union (CJEU), provides relevant principles regarding the permissible limits of interference with property rights. The ECHR applies the proportionality test in cases concerning property interference, emphasizing the need to strike a fair balance between the general interest and the protection of individual rights. The CJEU has established that restrictions imposed by manufacturers such as blocking independent repairs or limiting access to components and software may constitute unjustified obstacles to the effective exercise of consumer rights and the functioning of the internal market.

Compared to European standards, the legislation of the Republic of Moldova treats the right to repair as a subordinate contractual remedy, granting the seller considerable discretion to refuse it. This legislative gap directly affects the constitutional right to property: the owner cannot effectively exercise the use and economic value of the good, being forced to accept manufacturer imposed restrictions or incur high costs for authorized repairs, which may diminish the economic substance and utility of the property. Under the RM–EU Association Agreement³⁰, the Republic of Moldova is obliged to align its domestic legislation with European standards regarding legal warranties, reparability, and consumer protection. To harmonize the national legal framework with these standards and to effectively protect property rights, the following measures are recommended: Strengthening the primary legal framework – establishing the right to repair as a subjective public law right enforceable against sellers and manufacturers, including after the expiration of the legal warranty, through the revision of the Civil Code and Law No. 105/2003 on consumer protection³¹. Imposing positive obligations on manufacturers – requiring the provision of spare parts for a minimum of seven years, access to technical documentation and software, provision of fair repair services, and prohibition of planned obsolescence. Regulating the market for alternative spare parts – establishing quality and safety standards, introducing traceability requirements, and clarifying the warranty regime. Creating a reparability information mechanism – introducing a visible reparability index reflecting ease of repair, availability of spare parts, and access to technical information, to enable consumers to make informed and responsible decisions.

³⁰ The RM–EU Association Agreement.

³¹ *Law No. 105/2003 of the Republic of Moldova on Customer Protection.*

CONCLUSIONS

Establishing a reparability information mechanism – by introducing a visible reparability index that reflects the ease of repair, availability of spare parts, and access to technical information, thereby enabling consumers to make informed and responsible decisions. The analysis of the right to repair, examined through the lens of the constitutional right to property, highlights the persistent gap between constitutional guarantees and the legal realities in the Republic of Moldova. Although Articles 46 and 127 of the Constitution enshrine the protection of property and the obligation of its efficient administration, the absence of a clear regulatory framework on product reparability results in a *de facto* restriction of this fundamental right. Owners and consumers face economic, technical, and legal barriers that limit not only their patrimonial autonomy but also the effective exercise of the essential prerogatives deriving from the right to property. This discrepancy between the constitutional framework and the fragmented legislation reveals the urgent need to transform constitutional guarantees into effective legal mechanisms. To render these guarantees genuinely operational, the alignment of domestic legislation with European standards on consumer protection and the circular economy is indispensable. Such alignment represents a necessary step toward giving substantive effect to the right to repair, including through the codification of the principle of extended producer responsibility, which must be strengthened beyond waste management and transformed into a preventive instrument ensuring product reparability.

In essence, the study has demonstrated that the right to repair can no longer be viewed merely as a consumer protection tool; it must also be understood and regulated as an intrinsic dimension of the constitutional right to property. Effective access to repairs, the availability of spare parts, and the prevention of programmed obsolescence are not merely technical or commercial matters, but essential conditions for the free, useful, and sustainable exercise of the right to property. The absence of a clear regulatory framework in this regard amounts to an indirect and disproportionate restriction of the exercise of this right, contravening the constitutional principles set out in Articles 46 and 127 of the Constitution of the Republic of Moldova. Therefore, ensuring the effective protection of the right to repair represents not only an obligation to harmonize domestic legislation with European Union law, but also a constitutional requirement that calls for urgent and coherent legislative intervention.

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