

# Are sales contracts concluded with direct representation without power, ineffective or void?

Los contratos de compraventa celebrados por el falso procurador, ¿ineficaces o nulos?

**Boris Anderson Serrano Hernández\***<sup>1</sup>

Universidad Señor de Sipán (Lambayeque, Peru)  
shernandezboris@uss.edu.pe  
<https://orcid.org/0009-0005-8696-8104>

Received: 22/03/2024

Accepted: 14/06/2024

Online publication: 05/07/2024

**Zenia Lizbeth Loayza Berrocal**<sup>1</sup>

Universidad Señor de Sipán (Lambayeque, Peru)  
lberrocalzenial@uss.edu.pe  
<https://orcid.org/0009-0006-1156-2211>

\* Corresponding author

<sup>1</sup> Student of the Master's Degree in Civil Law  
and Civil Procedural Law.

<sup>2</sup> Doctor in Pedagogical Sciences and Law  
Degree.

**Jorge José Higinio Casas**<sup>1</sup>

Universidad Señor de Sipán (Lambayeque, Peru)  
hcasasjorgejose@uss.edu.pe  
<https://orcid.org/0009-0002-5159-1018>

**Xiomara Cabrera Cabrera**<sup>2</sup>

Universidad Señor de Sipán (Lambayeque, Peru)  
xiomarcabreraca@uss.edu.pe  
<https://orcid.org/0000-0002-4783-0277>



**How to cite this article:**

Serrano Hernández, B. A., Loayza Berrocal, Z. L., Higinio Casas, J. J. y Cabrera Cabrera, X. (2024). Are sales contracts concluded with direct representation without power, ineffective or void? *ChornanCap Revista Jurídica*, 2(1), 31-42.  
<https://doi.org/10.61542/rjch.71>

## ABSTRACT

The investigation needs to determine if a correct interpretation of article 161 of the Civil Code is being carried out, regarding the responsibility that arises in those acts of sale carried out by a false attorney, since currently multiple cases are being evidenced through which, people without scruples use a power of representation that they do not hold to defraud and harm people in good faith who acquire properties for

consideration, with the sole purpose of enriching themselves at the expense of others, in Peru there are cases of false representation where People are stripped of their property when they want to make their dream of owning a home a reality. For this work, conceptual variables related to representation and the false attorney were analyzed, using doctrine and jurisprudence to better understand the criteria used in our country to resolve this conflict. The objective was to determine doctrinal and jurisprudential criteria for interpretation regarding article 161 of the Civil Code, which helps confront the illegal sale of real estate properties by false attorneys. For this reason, the Peruvian legal system is analyzed if the regulations related to the subject, currently having legal relevance on the representation of the false representative entered into through a contract in the name of the false representative, may be ineffective and void, which attributes responsibility to the represented party. The research is qualitative, considering the review of indexed magazines, newspapers, undergraduate and graduate theses, books, among others.

**Keywords:** Nullity, Invalidity, Unauthorized agent, Standing, Sale and purchase agreement.

## RESUMEN

La investigación precisa determinar, si se viene realizando una correcta interpretación del artículo 161 del Código Civil, respecto de la responsabilidad que surge en aquellos actos de compraventa realizados por un falso procurador, ya que actualmente se vienen evidenciando múltiples casos mediante los cuales, personas sin escrúpulos se valen de un poder de representación que no ostentan para estafar y perjudicar a personas de buena fe que adquieren propiedades a título oneroso, con el único fin de enriquecerse a las expensas de los demás, en el Perú existen casos con falsa representación donde las personas son despojados de su propiedad al querer hacer una realidad su sueño de ser propietarios de una casa. Para este trabajo se analizaron variables conceptuales relacionadas a la representación y al falso procurador, valiéndonos de doctrina y jurisprudencia para un mejor entender de los criterios utilizados en nuestro país para la solución de este conflicto. Se planteó como objetivo, determinar criterios doctrinales y jurisprudenciales de interpretación respecto del artículo 161 del Código Civil, que coadyuve a confrontar la venta ilegal de propiedades inmuebles por parte de falsos procuradores. Por ello, se analiza el ordenamiento jurídico peruano si la normativa relacionada al tema, en la actualidad tiene una relevancia jurídica sobre la representativa del falso representante celebrado mediante un contrato en nombre del falso representado, pueda ser ineficaz y nulo que atribuye la responsabilidad al representado. La investigación es cualitativa, considerándose la revisión de revistas indexadas, diarios, tesis de pregrado y posgrado, libros, entre otros.

**Palabras clave:** Nulidad, Ineficacia, Falso Procurador, Legitimación, Compraventa.

## Introduction

The current situation in Peru has been showing multiple cases in which the figure of representation is used as a means for the performance of acts that go against the law and good customs. The clearest example of this situation is the one generated by the *falsus procurator* or false procurator, who, attributing to himself a power of attorney that he does not hold, appears to have powers of representation to enter into purchase and sale contracts to the detriment of his false represented party and for his own benefit or that of a third party; however, even though we try to find a solution to safeguard the property right of the false represented party, we do not have

[32] Chornancap Revista Jurídica. Vol. 2 No. 1 (2024): 40 years of Peruvian Civil Code  
Ilustre Colegio de Abogados de Lambayeque, Peru

the support neither of the doctrine nor of the jurisprudence, since it is a problem that is little dealt with by our legislation.

The figure of the false representative is regulated in article 161 of the Peruvian Civil Code, which sanctions with ineffectiveness those legal acts celebrated due to lack of powers, however, the problem arises at the moment in which even though there is a sanction of ineffectiveness, the false representative sees his right of property violated, a right that is constitutionally protected by the state according to the provisions of article 70 of the Political Constitution of Peru.

This dilemma generates controversy when trying to achieve a uniform jurisprudential criterion, since different interpretations are given that lead to dissimilar sentences that in essence end up violating fundamental rights such as the right to property. (Celis Toribio & Común Quilca, 2022).

That said, this research seeks to determine whether the contracts and especially those of sale and purchase entered into by a false procurator should be punished with ineffectiveness or nullity, in order to provide greater legal certainty to those owners who are victims of an act performed in bad faith by a false procurator.

## **Methodology**

For this research the descriptive-explanatory type has been applied, using an observational method, since the dogmatic analysis of documents has been carried out on the basis of the regulations of our legal system. In addition, a non-experimental design has been used, with a qualitative orientation, since the problem of this research is analyzed without altering its essence in order to understand or study its effects. (Sánchez Carlessi et al., 2018)

A descriptive and analytical line has been used, since the problem will be studied in depth in search of a legal solution, being also proactive since the research leads to a purpose which is to obtain conclusions of national interest. Finally, since this is purely theoretical research, the national doctrine has been considered as a basis, as well as books and magazines of legal nature of the main exponents of national and international law, besides taking as a mandatory reference our Peruvian Civil Code, since it is the norm in which the article whose analysis is carried out is regulated.

## **Literature review**

False representation means that a person appoints a false representative, which states: “a person claiming to be a representative improperly cites the name of the person he purports to represent” even if the false procurator acts pretending to be authority that he does not actually

possess or making a third party believe that he is an agent of when in fact he is not. (Diez- Picazo, 1979)

Bianca (2007) refers that as part of the false representation are the elements of: “*contemplatio domini*” which is considered “the indication of the name of the principal (...) is therefore a requirement of qualification of the act, as well as of representation, it is not enough the mere existence of the power of representation, to presume that the act has been performed by the representative in that capacity”. Therefore, the falsely represented party would have restitution through the figure of unjust enrichment.

Otros como Von Tuhr (2007, p. 55) refer that “powers of attorney are generally granted in the shadow of a legal relationship that obliges the agent to carry out an activity in the interest of the principal or in the common interest of both”, so it can be said that the false principal never chose the false agent and in many cases his identity is alien to him.

In the same line, Torres (2021) adds to the above definition by adding that, by false representation, is understood the execution of one or more legal acts not only on behalf of the principal but also in the interest of the principal. They are known for “acting on behalf of another” as defined by Larenz (1978), the manifestor wants to subscribe the legal act for another and not for himself.

That said, Article 161° of the Civil Code (1984), regulates the representation without power of attorney as follows: “The legal act executed by the representative exceeding the limits of the powers conferred to him, or violating them, is ineffective in relation to the represented party, without prejudice to the resulting liabilities to the latter and to third parties”.

On the other hand, Celis Toribio & Común Quilca (2022) state that the representation without power of attorney is developed as a false proxy or apparent representative, which is the one who claims to be a representative that was never granted, distorting the legal act with third parties, indicating that he was his representative without the authorization of the alleged representative. He continues by stating that the representation without power, currently develops in the violation of the content of the representation that is understood as a form of representational degeneration resulting from a misrepresentation of the content of the representative power, so that, in this context, the representative violates the authority granted by the represented and performs an action beyond the permitted scope.

In this line, Espinoza Espinoza (2012) indicates that if there is complicity between the false principal and the false representative with the purpose of deceiving or harming a third party, then a liability called *aquiliana* will be incurred.

Now, in relation to contracts entered into by a false procurator, Priori Posada (2019) points out that the liability of the *falsus procurator* is located in the non-contractual sphere, adding that the false procurator does not transgress any obligation originating from a contract, but rather it is an “obligation” that arises prior to the contract itself. For his part, Galgano (1992) tells us that it is not enough that the false agent has intervened on behalf of a third party, nor that the other contracting party knew that he was not contracting in his own interest, but in the interest of a third party; it is essential that the contract is perfected in the name of the alleged principal.

Then, regarding contracts entered into with a significant conflict of interest, Roppo (2009) states that these can be annulled since the agent must always act on behalf and in the interest of the principal.

In any case, Peruvian jurisprudence is not uniform with respect to cases of false representation, since it establishes that acts performed by means of false representation may be qualified as null and void. That is to say, if the false representative cannot take advantage of it and it does not affect the scope of its legal patrimony. Or it is invalid if an important part of the legal business is missing. That is to say, when there is no declaration of intentions or when the objectives pursued by the parties violate imperative rules of public policy. (Buendía De Los Santos, 2020)

On the other hand, the purpose of a legal act is to achieve a certain legal result, through the creation, regulation, extinction or modification of a legal relationship. (Taboada Córdova, 2002)

In this regard, Soria (2015) states that it is precisely the production of certain effects that determines the effectiveness or ineffectiveness of a legal act. Having said this, we have then that the objective of our legislation is to achieve the effectiveness of legal acts, since it is precisely what is sought with the agreement of wills between particular subjects of law. Notwithstanding the aforementioned, there are many cases in which legal transactions become ineffective, since they fail to produce the desired effects. The category that focuses on the cases in which contracts become ineffective because they never produce effects or because they disappear later, is called ineffectiveness. In this sense, ineffectiveness, whether initial or supervening, arises as a result of the breach of a legal requirement, either at the time the contract is entered into or after it (Taboada Córdova, 2002). That said, there are two kinds of ineffectiveness, the original or structural ineffectiveness and the supervening or functional ineffectiveness.

Then, we have the nullity of the legal act, which is linked to the structural ineffectiveness of the legal act, which is defined by Taboada Córdova (2002) as that act that lacks any legal requirement or that which becomes unlawful because it goes against the legal system.

Now, understanding the conceptualization of the variables, we have that the ineffectiveness that is regulated in article 161 of the Civil Code (1984), for the cases of the false procurator is confusing, and its application is insufficient to suppress the negative consequences that are witnessed in the patrimony of the legitimate owner, therefore, this type of acts in spite of having been celebrated with a falsified power of attorney must become null, since the nullity is the only solution that can eliminate structurally that this vitiated act, even to avoid the commission of a crime.

In addition, the nullity of a juridical act is expressed to the extent that it lacks an essential and structural requirement of the act itself, one of the requirements is precisely the agreement of wills and this in turn lies in that both parties manifest their will to create a legal relationship, therefore the analysis goes beyond the fact that the parties show a will to enter into a contract, that is to say, that the analysis revolves around the fact that both parties are legitimized to perform the legal act and if one of them is not legitimized, as is the case of the false procurator, then the contract does not produce any effect, this is a clear example of nullity of a legal act for lack of manifestation of will.

Furthermore, in the same line of the nullity of a legal act, there is the unlawfulness of the same, since whoever enters into a contract using a non-existent power of attorney does it evidently with the intention of benefiting and in turn harming third parties, especially the true owner who is deprived of his property, therefore, in this case we are also facing a nullity for an unlawful purpose.

The analysis does not end there, but it is also necessary to specify that another reason why the purchase contract executed by a false agent has a structural defect is due to the bad faith that is present between the parties, either by the false agent or by the purchaser, who although he may act in good faith, there is a point in which a minimum diligence is required in order to enter into contracts, such as finding out whether the person with whom he is contracting is the owner or not, or by the purchaser, who although he may act in good faith, there is a point in which a minimum of diligence is required when entering into contracts, such as finding out if the person with whom he is contracting is the owner or not of the property to be sold or if he has the power to do so.

That said, some authors express their theories on the nullity of a legal act executed by a false attorney, for example, Scognamiglio (1996), states that the act would be invalid, since it is executed by a subject to whom no power of attorney has been conferred. This theory is supported by Betti (2018), who refers that no one can dispose of another's property without having a valid power of attorney. Both authors infer that entering into a contract of sale and, therefore, disposing

of another's property without having a power of attorney is not only unlawful, but does not have the manifestation of will of one of the agents.

Also Gordillo Cañas (1977), in his thesis examines the apparent representation through the principle of protection of the appearance, questioning the abstract representation. He analyzes the requirements for the effectiveness of the apparent representation and demonstrates the existence and conditions of application of the principle of protection of appearance.

Others, such as Rivero Hernández (2006) analyzes the failure of the contract of the *falsus procurator* due to the non-ratification of the *dominus*, pointing out that damages may arise for the co-contractor that must be compensated. He qualifies this liability as pre-contractual and autonomous, similar to the fault of article 1902 of the Civil Code (1984), due to the irregular performance of the alleged representative. The reparation may be in natura, if the performance is fungible, or by means of indemnity, generally based on the negative interest and, in cases of aggravated liability, on the positive interest.

Despite the aforementioned, there are authors such as Torres (2012), who opts for the theory of the ineffectiveness of the legal act, since he states that the act celebrated by false procurator is voidable and not null, since it is celebrated in a valid manner but does not produce its effects for the false principal. This theory is supported by Galgano (1992) who points out that this contract would be ineffective since it does not produce effects on the dominus and that it is a defect related to the legitimacy of the act.

Also Buendía De Los Santos (2020), the only remedy available to the false principal would be restitution through the figure of unjust enrichment. This is because the false principal and the contracting third party have agreed to enrich themselves at the expense of the false principal, whose assets have been diminished as a result of their actions.

Others, such as Santillán Santa Cruz (2021), refers that, among the cases of functional ineffectiveness, there is the *falsus procurator*, which is located within the category of absence of representative standing. He states that practical inconveniences may arise when trying to mitigate the consequences of the actions of a person who acts as a representative without being a legitimate representative. It analyzes articles 161 and 162 of the Civil Code, which deal with the absence of representative legal standing, developing its assumptions, effects and appropriate measures.

Troncoso y Reigada (2022), address the relationship between the third party and the alleged represented party in the general regime, highlighting the lack of consensus. The common rules applicable in French law and the specific rules of articles 1843 of the Civil Code and L. 210-6



al. 2 of the Commercial Code are examined. From a comparative law perspective, it is argued that the supposed principal has no obligation towards the third party, except in cases of apparent mandate. In addition, the actions that the third party may take against the supposed agent and the mechanism by which the supposed principal may validate the acts of the supposed agent are considered.

In the jurisprudence related to this issue, the Supreme Court of Justice of the Republic (2012) states in Cassation No. 598-2011-Lima, that the defendant has transferred the property without his consent to the co-defendant, which is a null contract due to lack of manifestation of will of the appellant. Therefore, the first instance declares the claim unfounded by considering the existence of a case of ineffectiveness and not of nullity of the legal act. In this sense, we can infer that although it would seem that there would be a false representation assumption (Art. 161° of the Civil Code)(Ministry of Justice and Human Rights, 2020); aspects were found that could not raise the anomalous false representation, so that the Superior Court is not attainable, since the nullity of the legal act does not mean that the possession of the property has to be restored.

In the same sense, the Supreme Court of Justice of the Republic (2013) in Cassation No. 2048-2013-Lima, a power of attorney was falsified by public deed, which the plaintiff never signed and which constituted a mortgage on the property, registered in the public records. In the first instance judgment, the claim was declared founded, declaring the legal act of mortgage ineffective. From the study it is specified that, although this is not a case of sale and purchase of goods, it can be asserted that the figure of false representation is present, when facing a mortgage guarantee.

Also, Cassation No. 886-2015, which case involves the sale of real estate by an agent who lacks the authority to do so. In this case, the theory of the nullity of the legal act was applied, based on Article 140 of the Civil Code, since it is considered that there is a lack of manifestation of will on the part of the agent (legitimate owner).

Finally, Cassation No. 3730-2016- La Libertad, which declares the claim of nullity of the legal act in the contract of sale inadmissible. In the second instance, the first instance sentence is confirmed, and the court adds that, in the present case, we are facing the figure of the false representative, therefore, the act is ineffective and not null, demonstrating lack of legitimacy to contract.

When analyzing our legal system, we can see that the solution to eradicate the violation of rights in those acts of purchase and sale entered into by a false representative is the declaration of nullity of the legal act. In the words of Roppo (2009), the usefulness of the ineffectiveness



depends on the fact that the transfer of the real estate has not taken place, since if the real estate has been transferred then the most convenient is the declaration of nullity.

In the same line, if we have a contract of sale celebrated by a false procurator that has been registered in Public Records, then its declaration of ineffectiveness will not be of any use since it will not achieve the cancellation and declaration of nullity of the registry entry where said legal act has been registered, This is regulated by Article 107 of the Public Registry Regulations (National Superintendence of Public Registries, 2012), which stipulates that anyone who has an interest may request the cancellation of a registry entry due to nullity or annulment, provided that it is judicially declared null and void.

Likewise, a purchase contract executed by a false attorney is a null contract, if we interpret that there is no manifestation of will on the part of the real owner of the real estate according to the provisions of article 219, paragraph 1 of our Peruvian Civil Code. In this respect, Rivero Hernández (2003), comments that the real party to a contract of sale is the real owner of the real estate, therefore, a legal act celebrated by who is not the owner or by who does not have a power of representation is a definitive null act and this will not require to be challenged by the false represented party since the nullity is automatically ipso iure.

Complementing the aforementioned, the purchase and sale agreement entered into by a false procurator must also be declared null and void according to the provisions of Article 219, paragraph 4 of the Peruvian Civil Code, as it is an act whose purpose is unlawful, since the false procurator, knowing that he does not have any power, enters into legal acts on behalf of a third person with the intention of harming that person. In addition, Vidal (2013) refers that imputing a representation that is not held has an unlawful connotation, therefore, it becomes null and void.

Likewise, it has been determined that, when there is bad faith on the part of the person who acquires a property knowing that the seller is not the owner and that he/she does not have any power to do so, this must become null and void. Varsi Rospigliosi & Torres Maldonado (2016) if the bad faith of the person acquiring a property is demonstrated, then the act is null and void.

## **Conclusions**

The Peruvian Civil Code establishes three ways in which a subject may enter into a legal act on behalf of a third party without being authorized to do so. The first one responds to an extralimitation of the powers conferred. The second corresponds to a violation of such powers. And the third corresponds to the acceptance of a prohibited representation, establishing that for any of these forms, the consequence is the declaration of ineffectiveness of the legal act, but what must be kept in mind is that it is in the third assumption where the figure of the false representative

is embodied, since in the first assumption there is a representation, overreaching, but representation after all, while in the second assumption there is a representation although expired, which can fit within the figure of the false procurator, however this deserves a separate analysis. Under this analysis it can be concluded that for the first assumptions the annulment is applicable, however, the last assumption deserves a much more rigorous sanction for being an act that involves even the bad faith of the contracting parties, so the remedy for this case must be the nullity of the legal act.

Likewise, nullity is considered as the suitable sanction for the acts of purchase and sale of real estate celebrated by the false procurator, since at the registry level it is the only way to cancel a registry entry of the legal act celebrated and that becomes null either by the lack of manifestation of will of who really is the owner and because an illicit purpose is noticed by whoever celebrates the act knowing that he does not have a power of representation to do so, or because the person acquiring the property knows or is in a position to know that the person selling the real estate is not the owner or does not have the power of representation to enter into the transaction.

Finally, the right to property is a constitutionally protected right, and therefore every rule must be directed to give the greatest possible protection to the true owners against unscrupulous persons acting in bad faith, therefore the only way to achieve that this type of behavior is really sanctioned is to apply the nullity since the ineffectiveness does not have an effect in all possible spheres in order to safeguard the rights of the legitimate owner who does not participate nor has knowledge of the alienation of his property.

## References

- Betti, E. (2018). *Teoría General del negocio jurídico*. Ediciones Jurídicas Olejnik.
- Bianca, M. (2007). *Derecho Civil III, el Contrato*. Volumen III. Universidad Externado de Colombia.
- Buendía De Los Santos, E. (2020). El resarcimiento sancionador: A.K.A. “Daño punitivo”. Precisiones sobre un concepto foráneo. *Gaceta Civil & Procesal Civil*, (85), 145–186. <https://works.bepress.com/eduardo-buenda/19/>
- Celis Toribio, G. & Comun Quilca, M. (2022). *La representación directa sin poder y la interpretación de los actos jurídicos en el código civil peruano*. [Tesis para obtener el título de abogada, Universidad Peruana de los Andes]. [https://repositorio.upla.edu.pe/bitstream/handle/20.500.12848/5513/T037\\_72313294\\_48382481\\_T.pdf?sequence=1&isAllowed=y](https://repositorio.upla.edu.pe/bitstream/handle/20.500.12848/5513/T037_72313294_48382481_T.pdf?sequence=1&isAllowed=y)
- Corte Suprema de Justicia de la República del Perú. (2015). Casación N.º 886-2015- Nulidad de Acto Jurídico. Lima, 28 de diciembre [Huamaní Llamas, Jueza Suprema].

<https://img.lpderecho.pe/wp-content/uploads/2018/02/Acto-jur%C3%ADdico-nulo-por-encontrarse-fuera-de-vigencia-el-poder-otorgado-Casaci%C3%B3n-886-2015-Lima-Legis.pe.pdf>

Corte Suprema de Justicia de la República del Perú. (2016). Casación N.º 3730-2016. La Libertad, 1 de julio. <https://www.eje.pe/wps/wcm/connect/87f946004e7fc84585a2f72670ef9145/OF-3730-2016-S-SPPCS.pdf?MOD=AJPERES&CACHEID=87f946004e7fc84585a2f72670ef9145>

Corte Suprema de Justicia de la República. (2012). Casación N.º 598- Nulidad de Acto Jurídico. Lima, 16 de enero. <https://www.studocu.com/pe/document/universidad-tecnologica-del-peru/instituciones-del-derecho-civil/casacion-598-2011-nulidad-de-aj/29689980>

Corte Suprema de Justicia de la República. (2013). Casación N.º 2048-2013. Ineficacia de Acto Jurídico. Lima, 03 de junio. <https://static.legis.pe/wp-content/uploads/2018/09/Casacion-2048-2013-Lima-legis.pe.pdf>

Diez- Picazo, L. (1979). *La representación en el Derecho privado*. Editorú: Cívitas.

Espinoza Espinoza, J. (2012). *El acto jurídico negocial, análisis doctrinario legislativo y jurisprudencial*. Volumen III. Editorial Rodhas.

Galgano, F. (1992). *El Negocio Jurídico*. Tirant lo Blanch.

Gordillo Cañas, A. (1977). *La representación aparente una aplicación singular del principio general de protección de la apariencia*. [Tesis para optar el grado de doctor, Universidad de Sevilla]. <https://idus.us.es/handle/11441/23977>

Larenz, K. (1978). *Derecho Civil: Parte General*. (Miguel Izquierdo Trad.) Editoriales de Derecho Reunidas. (original publicado en 1978).

Ministerio de Justicia y Derechos Humanos. (2020). Decreto Supremo 004-2020-JUS. Diario El Peruano. <https://busquedas.elperuano.pe/dispositivo/NL/1865717-3>

Priori Posada, G. (2019). *El proceso y la tutela de los derechos*. Fondo Editorial de la Pontificia Universidad Católica del Perú.

Rivero Hernández, F. (2003). *Representación sin poder y ratificación*. Civitas.

Rivero Hernández, F. (2006). Responsabilidad del “*falsus procurator*” por no ratificación del contrato celebrado sin poder. *Anuario de derecho civil*, 59(3), 989-1064. <https://dialnet.unirioja.es/servlet/articulo?codigo=2246570>

Roppo, V. (2009). *El Contrato*. Gaceta Jurídica.

Sánchez Carlessi, H., Reyes Romero, C., & Mejía Sáenz, K. (2018). *Manual de términos en investigación científica, tecnológica y humanística*. Universidad Ricardo Palma.

Santillán Santa Cruz, R. (2021). Ausencia de legitimación representativa y el emblemático caso del *falsus procurator*. *Gaceta civil & procesal civil*. 94 (2021), 125-134. <https://zaguán.unizar.es/record/132223?ln=es>

- Scognamiglio, R. (1996). *Teoría general del contrato*. Universidad externada de Colombia.
- Soria, A. (2015). *La ineficacia del negocio jurídico*. Forseti.
- Superintendencia Nacional de los Registros Públicos. (2012). Reglamento de Registros Públicos N.º 126-2012. Perú, 18 de mayo. <https://scr.sunarp.gob.pe/dtr/reglamento/resolucion-no-126-2012-sunarp-sn/>
- Taboada Córdova, L. (2002). *Acto jurídico, negocio jurídico y contrato*. Editora jurídica Grijley.
- Torres, A. (2012). *Acto jurídico*. IDEMSA.
- Torres, A. (2021). *Acto Jurídico*. Tomo I. Jurista Editores EIRL.
- Troncoso y Reigada, M. (2022). Similitudes y diferencias entre el régimen general del "falsus procurator" en Derecho francés y el régimen de los artículos 1843/ "Code civil y L. 210-6 al". 2 "Code de commerce". La visión de un jurista extranjero. *Anuario de derecho civil*. 75 (2), 475-500. <https://dialnet.unirioja.es/servlet/articulo?codigo=8594513>
- Varsi Rospigliosi, E., & Torres Maldonado, M. (2016). La disposición de los bienes sociales por un solo cónyuge. El lado oscuro del artículo 315 del Código Civil. *Gaceta Civil & Procesal Civil*. (31) <https://works.bepress.com/marcoandreitorresmaldonado/26/>
- Vidal, F. (2013). *El acto jurídico*. Gaceta jurídica.
- Von Tuhr, A. (2007). *Tratado de las Obligaciones*. (Wenceslao Roces Trad.) Editorial Comares.

---

### Financing

This article does not have specific funding from funding agencies in the public or private sectors for its development and/or publication.

### Conflict of interest

The authors of this article declare that they have no conflict of interest in its development.

© Authors. This open access article is published by Chornancap Revista Jurídica del Ilustre Colegio de Abogados de Lambayeque under the terms of the Creative Commons Attribution 4.0 International License (CC BY 4.0), which allows copying and distribution in any material or format, as well as mixing or transformation for any purpose, as long as the authorship of the original creation is acknowledged, with visible and express mention of the author(s) and the journal.