

PROTECTION OF BONA FIDE THIRD PARTIES IN CIVIL TRANSACTIONS: A COMPARISON WITH GERMAN LAW AND SUGGESTIONS FOR VIETNAM

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Abstract: The protection of bona fide third parties in civil transactions lies at the intersection of ownership protection, transactional security, and legitimate reliance on public indicia of property rights. The 2015 Vietnamese Civil Code (Bộ luật Dân sự 2015) marks an important development by providing, under Article 133, protection for bona fide third parties where non-registrable property has been delivered, where registrable property has been registered and subsequently transferred, and where the third party relies on a public auction or on a judgment or decision of a competent authority that is later annulled or modified. Nevertheless, judicial practice and legal commentary continue to reveal uncertainty in determining bona fide status, especially in transactions involving land use rights, secured transactions, and circumstances in which the transferee knew or ought to have known of defects in the transferor's title. This article employs doctrinal analysis, comparative legal analysis, and practice-oriented commentary to compare Vietnamese law with German law. German law structures the protection of bona fide acquirers through a clear distinction between movables and immovables. For movables, § 932 of the German Civil Code (Bürgerliches Gesetzbuch, BGB) allows acquisition in good faith from a non-entitled transferor where the requirements for transfer are met and the acquirer is not grossly negligent. For immovables, § 892 BGB protects reliance on the contents of the Land Register (Grundbuch), unless an objection is registered or the acquirer knows of the inaccuracy. Drawing on the German experience, the article argues that Vietnamese law should clarify the standard of "knew or ought to have known", strengthen the public reliability of asset registration, distinguish more clearly between voluntary and involuntary loss of control by the owner, and issue interpretative guidance on Article 133 of the 2015 Civil Code to balance ownership protection with transactional security.

Keywords: bona fide third party; invalid civil transaction; Article 133 of the 2015 Vietnamese Civil Code; good faith acquisition; Grundbuch; German law.

1. Introduction

The protection of bona fide third parties in civil transactions is not a new issue in Vietnamese civil law, yet its application in practice remains unsettled. From the 1995 Civil Code through the 2005 and 2015 Civil Codes, Vietnamese lawmakers have gradually moved away from a paradigm focused on restoring the original position when a transaction is invalid toward an approach that places greater weight on transactional security and the stability of asset circulation. This shift is most clearly reflected in Article 133 of the 2015 Civil Code (Bộ luật Dân sự 2015), which protects not only transactions concerning non-registrable property that has been delivered to a bona fide third party, but also extends protection where registrable property has been registered and subsequently transferred to a bona fide third party¹². Even so, the central difficulty of Article 133 lies in the fact that the law protects bona fide third parties without directly defining who they are. The 2015 Civil Code addresses bona fide possession in Article 180 and non-bona-fide possession in Article 181, but translating these standards into criteria for evaluating a third party in a chain of transactions still depends heavily on judicial interpretation. In disputes involving land use rights (quyền sử dụng đất), security interests, or transactions established on the basis of certificates, judgments or decisions issued by competent authorities, the line between reasonable reliance and culpable inattention can be exceedingly thin³⁴. In this context, the experience of German law offers significant comparative value. German law does not regulate the protection of bona fide third parties through a single all-encompassing provision; instead, it deploys a layered mechanism differentiated by the type of property and the form of public manifestation of rights. For movables, the regime of good faith acquisition from a non-entitled transferor (gutgläubiger Erwerb vom Nichtberechtigten) rests primarily on the transfer of possession and on the standard of lack of knowledge that is itself untainted by gross negligence. For immovables, protection is grounded in the public faith of the Land Register (Grundbuch)⁵⁶. This article addresses two research questions. First, how does the current Vietnamese mechanism for protecting bona fide third parties balance the rights of the owner, the rights of the third party, and transactional security? Second, what may the German experience with good faith acquisition of movables and the public faith of the Land Register suggest for the further development of Article 133 of the 2015 Civil Code and its application in Vietnam?. To answer these questions, the article uses doctrinal analysis to clarify the content of Article 133 of the 2015 Civil Code and the corresponding provisions of the BGB; comparative legal analysis to juxtapose the Vietnamese model with the German model; and practice-oriented commentary connecting the analysis to selected issues in adjudication, civil enforcement, and land use rights transactions in Vietnam. The article is organized in four parts: the theoretical foundations of bona fide third party protection; the current Vietnamese law and its difficulties; the German model; and proposals for reform in Vietnam.

2. Theoretical Foundations of the Protection of Bona Fide Third Parties

2.1. Bona Fide Third Parties and the Conflict between Ownership and Transactional Security: In an ordinary civil transaction, the transferor must have the power of disposition over the property. Where the transferor is not the owner or where his or her power of disposition is defective, the transaction with the transferee risks being invalidated or failing to give rise to rights in the property. If the owner is protected absolutely, the property must be returned to the true owner irrespective of whether the transferee reasonably relied on the transferor's apparent entitlement. If, conversely, the transferee is protected absolutely, ownership may be stripped through the actions of an unauthorised person. The doctrine of bona fide third party protection emerged to manage this conflict.

¹Vietnamese National Database of Legal Documents, <https://vbpl.vn/botuphap/Pages/vbpq-van-ban-goc.aspx?ItemID=95942>.

²Nguyễn Thị Hồng Thúy, 2021, <https://lsvn.vn/bao-ve-nguoi-thu-ba-ngay-tinh-theo-bo-luat-dan-su-2015-va-thuc-tien-ap-dung-l616873609-a102236.html>.

³Nguyễn Trần Nga, 2025, <https://tapchitoaan.vn/xac-dinh-quyen-su-dung-dat-va-su-khong-ngay-tinh-cua-nguoi-thu-ba-khi-nhan-chuyen-nhuong-quyen-su-dung-dat-dang-co-tranh-chap-thuc-trang-ap-dung-phap-luat13204.html>.

⁴Đặng Thanh Hoa, 2022, <https://tapchitoaan.vn/dieu-kien-bao-ve-quyen-loi-cua-nguoi-thu-ba-ngay-tinh-khi-giao-dich-dan-su-vo-hieu-do-ban-an-quyet-dinh-bi-huy-sua7279.html>.

⁵§ 932 BGB, <https://dejure.org/gesetze/BGB/932.html>.

⁶§ 892 BGB, <https://dejure.org/gesetze/BGB/892.html>.

In essence, a bona fide third party is a person who enters a subsequent transaction and acquires property or property rights against the background of a legal defect in the prior transaction or in the transferor's power of disposition, without knowing and being unable to know of that defect. This understanding is consistent with Vietnamese doctrine and practice, which require not only that the third party be unaware of the illegality but also that the third party have a reasonable basis to believe that the transaction was lawfully concluded⁷⁸.

The theoretical justification for protecting bona fide third parties rests on three pillars. First, civil exchange requires security and predictability; if every transferee were obliged to investigate the entire legal history of the property, transaction costs would rise sharply and markets would stagnate. Second, in many situations the owner or rightholder has himself or herself created the legal appearance on which the third party relied, for instance by entrusting possession of the property to another person or by allowing inaccurate registration data to subsist. Third, the State bears responsibility for organising reliable mechanisms of publicity for property rights; where a third party reasonably relies on those mechanisms, the law must protect that legitimate reliance.

Nevertheless, the protection of bona fide third parties cannot mean the legitimisation of every subsequent transaction. If the third party knew or ought to have known of the legal defect, protecting that party would reward carelessness or collusion. Where the property has left the owner involuntarily, for example through theft or loss, the protection of the transferee must be assessed more strictly. For this reason, mature legal systems typically combine three criteria: the subjective state of mind of the transferee, an objective standard of care, and the public manifestation of right on which the transferee relied.

2.2. Publicity of Property Rights and the Standard of Reasonable Reliance

The central question in any bona fide third party doctrine is: on what basis does the third party believe that the transferor holds the right? For ordinary movables, the most common indicium of right is possession. The person currently in possession is generally regarded as having control and the power to dispose, even though possession does not always coincide with ownership. For immovables and registrable property, the principal indicium is the registration system. The third party can rely on registration data to identify the rightholder, the legal status of the property, and any restrictions affecting it.

German law manifests this distinction with clarity. For movables, § 932 BGB ties good faith acquisition to a transfer in accordance with § 929 BGB and to the requirement that the acquirer neither knows nor, through gross negligence, fails to know that the property does not belong to the transferor⁹. For immovables, § 892 BGB provides that the contents of the Land Register are deemed correct in favour of the person acquiring a right by legal transaction, unless an objection has been registered or the acquirer knows of the inaccuracy¹⁰. This differentiation enables German law to calibrate the level of protected reliance to the publicity mechanism of each type of property.

That experience shows that the protection of bona fide third parties cannot be separated from the quality of the publicity mechanism. If the registration system is slow to update, fragmented, difficult to search, or fails to capture restrictions on rights fully, requiring third parties to rely on registration may produce injustice for owners. Conversely, if the registration system is highly reliable, denying protection to a third party who has relied on it would undermine the very publicity function that registration is meant to serve.

3. Vietnamese Law on the Protection of Bona Fide Third Parties

3.1. Core Content of Article 133 of the 2015 Civil Code

Article 133 of the 2015 Civil Code is the central provision on protecting the interests of bona fide third parties when a civil transaction is invalid. The provision can be analysed in three groups of situations. The first concerns non-registrable property that has been delivered to a bona fide third party; in such cases, the transaction with the third party remains effective unless the law provides otherwise. The second concerns registrable property that has been registered with the competent authority and is subsequently transferred by another transaction to a bona fide third party who relies on that registration in establishing and performing the transaction. The third concerns a third party who acquires property through a public auction conducted by an authorised organisation, or through a transaction with a person who, according to a judgment or decision of a competent authority, was the owner, but who later ceases to be the owner because that judgment or decision is annulled or modified^{11,12}.

Compared with the 2005 Civil Code, Article 133 of the 2015 Civil Code marks a notable advance because it links protection of the third party to reliance on registration with respect to registrable property. Previously, rules on invalid transactions and restitution of property tended to expose third parties further down the chain of transactions to substantial risk, even where they were not at fault. The 2015 Civil Code recognises that, in a society with a system of property registration, third parties must be allowed to rely on information that has been published or confirmed by the State.

Article 133, however, leaves three notable gaps. First, the law does not directly define the bona fide third party, forcing courts to reason from the rules on bona fide possession and from the specific circumstances of each case. Second, the law does not clarify the level of due diligence that a third party must exercise when transacting in property of high value or property carrying elevated legal risk. Third, the law does not draw a sufficiently clear distinction between situations in which the owner voluntarily creates the legal appearance enjoyed by the transferor and situations in which the property has left the owner involuntarily.

3.2. Registrable Property, Land Use Rights, and the Limits of Reliance on Registration

In Vietnamese practice, disputes involving bona fide third parties most often arise in connection with land use rights and housing. These are high-value assets, subject to registration, typically evidenced by certificates, and often pass through multiple transfers, mortgages, or attachments. Article 133 protects the third party where the property has been registered and the third party has relied on that registration to establish the transaction, but applying this condition is far from straightforward.

A salient issue is the divergence between formally correct registration and the actual legal status of the land use right. Where a certificate has been issued and the registration data describes the transferor as rightholder, the transferee has a basis for trusting in the power of disposition. Yet where the land is subject to a dispute, where there are unusual indicia of possession, where complaints are publicly known, or where the transferee disregards clear warning signs, treating that party as a bona fide third party may not be persuasive. As Nguyễn Trần Ngà observes in the *Journal of People's Court* (Tập chí Tòa án nhân dân), a transferee who acquires a contested land use right may not be regarded as bona fide where he or she falls within the category of persons who knew or ought to have known of the dispute¹³.

A similar problem appears in secured transactions. When a bank takes a mortgage over property, it is not merely a passive transactional party but a professional actor with the capacity and the duty to vet the legal status of the asset. The bona fide standard for a bank must therefore be higher than that applied to ordinary individuals. Nguyễn Đăng Hải Linh argues that a bank can be treated as a bona fide third party only where it has examined and verified the legal status of the secured asset before entering the mortgage transaction¹⁴.

Reliance on registration in Vietnam should therefore be understood as conditional reliance. The third party is protected where reliance on registration is reasonable and where there is no information or signal that should have prompted doubt about the transferor's right. This reading is consistent with the function of safeguarding transactional security, while preventing registration from becoming a tool that legitimises fraudulent or careless transactions.

3.3. Annulled or Modified Judgments and Decisions, and Reliance on Public Authority

A progressive feature of Article 133 of the 2015 Civil Code is its protection of a third party who transacted with a person whom a judgment or decision of a competent authority recognised as owner, but who subsequently lost that status because the judgment or decision was annulled or modified. This is a special situation because the third party's reliance is not based on possession or on registration, but on an act of public authority. If citizens cannot trust judgments and decisions while they remain in force, the legal security of transactions is severely impaired.

⁸Bùi Thanh Vũ, 2024/2025, *Tạp chí Công Thương*, <https://tapchicongthuong.vn/bao-ve-nguoi-thu-ba-ngay-tinh-trong-giao-dich-dan-su-trong-phap-luat-phap-va-gia-tri-tham-khao-cho-viet-nam-131181.htm>.

¹⁴Nguyễn Đăng Hải Linh, 2026, <https://tapchitoaan.vn/hoan-thien-co-che-huong-dan-ap-dung-phap-luat-ve-nguoi-thu-ba-ngay-tinh-theo-bo-luat-dan-su-nam-201515202.html>.

As Đặng Thanh Hoa argues, however, this must be regarded as an exception to be applied strictly. A third party deserves protection only if he or she actually relied on a judgment or decision in force when establishing the transaction and did not know and could not have known that the judgment or decision might be reviewed. Where the third party is connected to the party whose right was recognised, knows that the dispute is unresolved, or transacts in order to dissipate assets, invoking Article 133 is not acceptable¹⁵.

This point illustrates a broader proposition: bona fide third party protection is not solely an issue of civil law, but is bound up with the operating quality of public institutions. Property registration, notarisation, public auctions, civil enforcement, and adjudication all generate legal signals on which the public relies. When these signals are unstable, risk must be allocated reasonably among the owner, the third party, and the State, rather than being shifted by default onto a single party.

4. German Law on the Protection of Bona Fide Acquirers

4.1. Good Faith Acquisition of Movables under § 932 BGB

German law approaches the bona fide third party problem for movables through the doctrine of good faith acquisition from a non-entitled transferor (gutgläubiger Erwerb vom Nichtberechtigten). Under § 932 BGB, where transfer is effected in accordance with § 929 BGB, the transferee may become owner even though the property does not belong to the transferor, unless the transferee was not in good faith at the time at which ownership might have been acquired. The transferee is not in good faith if he or she knows, or as a result of gross negligence does not know, that the property does not belong to the transferor¹⁶.

This regime exhibits three constituent elements. First, there must be a transfer transaction satisfying the formal and substantive requirements for transferring ownership under German law. Second, the transferor must lack ownership or full power of disposition, while at the same time presenting a legal appearance on which the transferee may rely. Third, the transferee must be in good faith under a composite standard combining actual awareness with objective care. Mere lack of knowledge does not suffice if that lack arises from disregard of unusual indicia that an ordinarily careful person would have recognised.

German case law and practice on the purchase of motor vehicles illustrate this standard vividly. In disputes over used vehicles, the Part II vehicle registration document plays an important role in assessing the buyer's reliance, but does not displace the duty to inquire where suspicion arises. A commentary on the Federal Court of Justice (BGH) decision of 23 September 2022 explains that the buyer may be protected if the registration document was produced, while the disputing party must show that the buyer failed to inspect or had grounds for suspicion; conversely, a 2025 case demonstrates that high-value cash transactions accompanied by other irregular signals may extinguish good faith^{17,18}.

Comparatively, the noteworthy feature of § 932 BGB is not merely that German law protects the bona fide acquirer, but that it sets gross negligence as the limit of that protection. This approach avoids two extremes: it does not require the buyer to investigate excessively in every transaction, but it also denies protection to a buyer who closes his or her eyes to clear indicators of legal risk.

4.2. The Limit under § 935 BGB for Lost or Stolen Property

German law does not protect the bona fide buyer in every case. § 935 BGB provides that good faith acquisition under §§ 932 to 934 does not occur where the property has been stolen from, lost by, or otherwise has left the owner involuntarily. The rule applies even where the owner is only an indirect possessor and the property has left the direct possessor involuntarily; the law makes exceptions, however, for money, bearer instruments, and certain public auctions¹⁹.

The rationale of § 935 BGB lies in distinguishing risks created by the owner from risks beyond the owner's control. Where the owner voluntarily transfers possession, for instance through lease, loan, or bailment, the owner has contributed to the appearance of possession that grounds the third party's reliance, and protecting the third party rests on a stronger footing. By contrast, where the property has been stolen or lost, the owner has not voluntarily generated a legal appearance, and the law gives priority to the owner over the bona fide buyer.

By comparison with Article 133 of the 2015 Civil Code, § 935 BGB suggests an important point: the law should attend to the cause by which the property left the owner. Article 133 currently has an exception linked to Article 167 of the 2015 Civil Code for non-registrable property, but its overall structure does not foreground the principle of distinguishing between voluntary and involuntary loss of control. Adding this criterion in interpretative guidance could help courts strike a better balance between ownership and transactional security.

4.3. Public Faith of the Land Register under § 892 BGB

For immovables, German law builds the protection of third parties on the Grundbuch, the Land Register. § 892 BGB provides that, in favour of the person who acquires a right in a piece of land, or a right in such a right, by legal transaction, the contents of the Land Register are deemed correct, unless an objection to their correctness has been registered or the acquirer has knowledge of the inaccuracy. This mechanism is known as the public faith of the Land Register (öffentlicher Glaube des Grundbuchs)²⁰.

The public faith of the Grundbuch can operate effectively only because the German land registration system is organised with a high degree of accuracy and identifiability. Specialist literature on land ownership protection in Germany describes the Grundbuch as a register administered by the local court, opening a separate file for each piece of land and serving to identify the rightholder and associated rights²¹. Against this background, a transferee of an immovable does not need to investigate the entire history of the right but may rely on the registered content, save where a legal indicium displaces that reliance, such as a registered objection or actual knowledge of inaccuracy.

The German mechanism differs from the Vietnamese in the strength of reliance accorded to registration. In Vietnam, registration of land use rights and the issuance of certificates are crucial conditions, but the land information system remains fragmented across registration, notarisation, litigation, enforcement, and actual land use. The principle of public faith of the Grundbuch cannot, therefore, be transplanted wholesale into Vietnamese law. What can be borrowed is the underlying structure of thought: protecting the third party strongly on the basis of registration first requires that registration itself be sufficiently reliable, comprehensive, current, and capable of signalling risk.

4.4. Extending the Logic of Publicity to Other Types of Rights

German law also illustrates that bona fide third party protection can extend to other categories of rights when a corresponding publicity mechanism exists. Christian Altgen's article on good faith acquisition of GmbH shares analyses the role of the shareholder list following the MoMiG reform, showing that the logic of protecting third parties is not confined to tangible movables or immovables but can apply to property rights generally where the publicity system permits reasonable reliance²². This insight is valuable for Vietnam at a time when the universe of property is expanding to include capital contributions, shares, digital assets, contractual property rights, and registered security interests. Where the law refers in general terms to registrable property without designing a publicity mechanism appropriate to each category of right, the protection of bona fide third parties will lack an operational foundation. Conversely, where each category of property has a clear publicity mechanism, the bona fide standard can be specified by reference to the inquiries that a reasonable transferee would be expected to make.

5. Comparison between Vietnamese and German Law

5.1. Common Ground

Both Vietnamese and German law recognise that, in certain circumstances, a bona fide transferee deserves protection notwithstanding defects in the prior transaction or in the transferor's right. Neither system protects good faith as a purely psychological state; both link good faith to objective indicia of right. In Vietnam, those indicia are the delivery of the property, registration, public auction, or confirmation by a judgment or decision of a competent authority. In Germany, they are possession in the case of movables and the contents of the Grundbuch in the case of immovables^{23, 24, 25}.

¹⁷Dolce Lauda, 2022, <https://www.dolcelauda.com/en/news/article/german-law-purchase-of-vehicles-in-good-faith-in-the-case-of-a-forged-vehicle-registration-certificate/>.

¹⁸Dolce Lauda, 2025, <https://www.dolcelauda.com/en/news/article/transfer-of-ownership-for-vehicle-purchase-in-germany-good-faith-ends-with-suspicion/>.

¹⁹§ 935 BGB, <https://dejure.org/gesetze/BGB/935.html>.

²¹BDVI, <https://www.bdvi.de/en/pas/ownership-protection-land-germany>.

²²Christian Altgen, 2008, <https://www.cambridge.org/core/journals/german-law-journal/article/acquisition-of-gmbh-shares-in-good-faith/904C8D2E0604C99E4E3D6C22D3898447>.

Both systems likewise impose limits on the protection of the third party. The third party is denied protection if not in good faith, that is, if he or she knew or ought to have known of the legal defect. German law expresses this limit through the standard of knowledge or grossly negligent ignorance under § 932 BGB. Although Article 133 does not employ the concept of gross negligence, Vietnamese judicial practice has approached the question by examining whether the transferee had a basis to know or ought to have known of the dispute, restriction on the right, or other unusual indicia²⁶²⁷.

5.2. Differences

A first difference concerns the degree of systematisation. German law fashions distinct rules for each type of property and each form of publicity, whereas Vietnamese law concentrates much of the substance in Article 133 of the 2015 Civil Code. The Vietnamese approach has the merit of generality and accessibility but lacks detailed criteria for individual situations. The German approach is more complex but more technical, helping courts identify the basis of reliance with precision.

A second difference concerns the role of registration. In Germany, the Grundbuch enjoys strong public faith; the acquirer of a right in an immovable is protected if reliance is placed on the Land Register, save where an objection is registered or the inaccuracy is known. In Vietnam, registration of land use rights is highly significant but does not yet attain the same level of public faith. This divergence stems from differences in data quality, updating mechanisms, accessibility of information, and the interconnection between land registration and notarisation, litigation, and enforcement.

A third difference concerns the standard of fault. § 932 BGB uses the standard of gross negligence (*grobe Fahrlässigkeit*) to negate good faith. Article 133 does not articulate an equivalent standard, which creates a risk of inconsistent application: some judgments emphasise registration documents, others emphasise the existence of an actual dispute, and still others impose heightened verification duties on professional actors. This is a gap that should be filled through case law, resolutions of the Council of Judges, or interpretative instruments.

A fourth difference concerns the treatment of property that has left the owner involuntarily. § 935 BGB clearly articulates the principle that there is no good faith acquisition of stolen, lost, or mislaid property, save for limited exceptions. Vietnamese law contains rules concerning recovery of non-registrable movables and the exception in Article 167 of the 2015 Civil Code, but Article 133 does not foreground this distinction. This may impede courts when seeking to balance the interests of an owner who has lost property involuntarily against those of a bona fide transferee.

6. Suggestions for Reform of Vietnamese Law

6.1. Clarifying the Concept and Standard of the Bona Fide Third Party

Vietnam should supplement the law or issue interpretative guidance clarifying the concept of the bona fide third party in the context of an invalid civil transaction. The concept should comprise four elements: the existence of a subsequent transaction with the transferor; a defect in the prior transaction or in the transferor's power of disposition; lack of knowledge of the defect on the part of the transferee; and the reasonableness of that lack of knowledge in the circumstances of the transaction. This formulation distinguishes the bona fide third party from a bona fide possessor in general terms and provides a uniform basis for judicial decision-making. The "knew or ought to have known" standard should be specified in objective terms. For ordinary individuals, the duty of inquiry might be limited to basic documentation, the state of possession, and easily accessible public information. For banks, credit institutions, real estate enterprises, auction organisations, and other professional actors, the duty of inquiry must be heavier because of their capacity, experience, and economic stake in the transaction. This approach aligns with recent proposals that mortgagees or banks should be protected only where they have reasonably verified the legal status of the secured asset²⁸.

6.2. Enhancing the Reliability of Property Registration

The German experience confirms that the protection of bona fide third parties cannot be divorced from the quality of the publicity system. Vietnam should continue to develop its land database, the registration system for security interests, and mechanisms for recording disputes, attachments, restrictions on transfer, and information on relevant judgments and decisions. Where the third party can consult a single comprehensive and current information source, assessment of his or her good faith becomes more transparent.

In the longer term, Vietnamese law should move toward establishing a principle of reasonable reliance on registration for those categories of property whose registration systems are sufficiently dependable. The principle need not be as strong as § 892 BGB, but it should be clear enough that a person who has consulted registration data, found no warning, and observed no abnormal indicia can be assured of protection. Conversely, where the registration system records a dispute, attachment, restriction on rights, or risk warning, the transferee cannot invoke good faith.

6.3. Distinguishing Voluntary and Involuntary Loss of Control

Article 133 of the 2015 Civil Code should be interpreted in a manner that distinguishes the cause by which the property left the owner. Where the owner voluntarily entrusts the property to another person and thereby creates a legal appearance on which the third party relies, the case for protecting the third party is stronger. Where the property has been stolen, fraudulently misappropriated, lost, or otherwise removed involuntarily, the owner's rights deserve stronger protection, save where the third party has relied on a public auction or another particularly reliable mode of publicity.

The experience of § 935 BGB should not be transplanted mechanically, but it can serve as a guiding principle. Vietnam's economic, social, and registration conditions differ from Germany's, so the design of exceptions must align with domestic patterns of asset circulation. Nevertheless, introducing the criterion of voluntary versus involuntary loss of control would equip courts with a fairer analytical tool.

6.4. Issuing Interpretative Guidance on Article 133 of the 2015 Civil Code

To ensure consistency in adjudication, the Council of Judges of the Supreme People's Court should consider issuing a guiding resolution or developing case law (*án lệ*) on Article 133. The guidance should address the identification of the bona fide third party; the "knew or ought to have known" standard; the duty of inquiry of professional actors; the relationship between registration, notarisation, and the existence of an actual dispute; the conditions of protection where a judgment or decision is annulled or modified; and the legal consequences when a third party is or is not protected.

The guidance should also clarify the burden of proof. As a matter of principle, the party invoking bona fide third party status should prove that he or she entered into a valid transaction, relied on an appropriate indicium of publicity, and did not know of the legal defect. The opposing party may then prove indicia showing that the third party knew or ought to have known. For professional actors, courts may require proof of due diligence procedures, of the consultation of registration data, and of the handling of risk warnings.

7. Conclusion

The protection of bona fide third parties is a doctrine necessary for ensuring legal security in civil transactions, but it can operate fairly only when balanced against the rights of the owner and against the quality of the mechanism by which property rights are made public. Article 133 of the 2015 Civil Code represents an important advance in Vietnamese law, extending protection to third parties on the basis of delivery, registration, public auction, and judgments or decisions of competent authorities. The provision nevertheless requires more concrete guidance on the concept of the bona fide third party, on the "knew or ought to have known" standard, on the duty of inquiry of professional actors, and on the limits of protection where the property has left the owner involuntarily. German law offers a valuable model because it tailors the protection of bona fide acquirers to the type of property and to the public basis of right. § 932 BGB demonstrates the integration of delivery of movables, possession, and the gross negligence standard; § 935 BGB defines the limit of protection where the property is lost, stolen, or mislaid; and § 892 BGB shows that strong public faith of the Land Register is feasible only where the registration system itself is highly reliable. The lesson for Vietnam is not to copy the rules but to refine the underlying conceptual structure: bona fide third party protection must rest on reasonable reliance, that reliance must have a public basis, and the public basis must be organised by the State to be sufficiently dependable. The article therefore recommends that Vietnam: supplement or clarify the concept of the bona fide third party; specify the "knew or ought to have known" standard by category of actor and transaction; strengthen the interconnection, currency, and warning capacity of the property registration system; clearly distinguish between voluntary and involuntary loss of control by the owner; and issue interpretative guidance on Article 133 of the 2015 Civil Code through a resolution or through case law. This is a course of reform that protects the owner, reinforces transactional security, and consolidates public confidence in the institutions through which property rights are publicly manifested.

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