

# On the judicial determination of "married-out women acquiring contracted land in their new place of residence"

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**Abstract.** An important controversial point in disputes over rural married-out women's land contractual management rights is the identification standard for "married-out women acquiring contracted land in their new place of residence". Among the three types of such disputes, conflicts arise among various parties due to differences in this identification standard. The reasons for the disputes lie in the traditional concept of "marry and follow the husband", the inconsistent content of village regulations and people's conventions, the failure of land contractual management right certificates to timely reflect changes in the relationship between people and land, and the need to clarify the evidential effect of the registration of land contractual management rights. To resolve these disputes, countermeasures should be taken from four aspects: when settling such disputes, priority should be given to determining whether the married-out woman has acquired contracted land in her new place of residence; "the married-out woman has not acquired contracted land in her new place of residence" should be recognized as an objective fact; the method for "married-out women to acquire contracted land in their new place of residence" must be more explicit; and this matter must be determined based on actual circumstances. Only in this way can the land rights and interests of rural women be better protected and the improvement of the land contracting system be promoted.

**Keywords:** rural married-out women, land contractual management rights and interests, new place of residence, acquisition, determination

## 1. Introduction

In judicial practice, a large number of disputes over rural married-out women's land contractual management rights mainly arise from inconsistent understandings of the basis for acquiring rights among various parties, thus showing a certain degree of complexity. The core issue lies in how to determine whether a married-out woman has acquired contracted land in her new place of residence. Since such disputes involve the relationship between people and land in both the original and new places of residence, collective economic organizations in the two places have conflicts of interest regarding which party the married-out woman should enjoy land contractual management rights. The factors affecting the judgment results of disputes over married-out women's land contractual management rights include some with legal basis and others without explicit legal provisions but cannot be ignored in judicial practice, such as informal systems like customs, village regulations and people's conventions, and traditional concepts. "Although informal systems do not have the

mandatory nature of formal systems, the impact of traditional customs and other informal systems is profound and widespread [1]." These legal and non-legal bases conflict with each other, leading to significant disputes over the identification standard for married-out women acquiring contracted land in their new place of residence. This paper aims to sort out and summarize the conceptual conflicts reflected in such cases by combining legal provisions, folk customs, and judicial practice, and analyze the underlying reasons. Only by clarifying the identification standard can the relationship between people and land be clarified and the land contractual management rights and interests of married-out women be protected.

## **2. Analysis of disputes over the determination of "married-out women acquiring contracted land in their new place of residence"**

The author has searched for cases of "married-out women's land contractual rights and interests" on the China Judgments Online in the past five years and found that the focus of conflicts lies in the game between customary concepts and laws in terms of identification standards. According to whether married-out women have the confirmation and registration of land contractual rights, they can be divided into the following three situations:

### **2.1. Disputes over determination when married-out women have confirmation and registration in their original place of residence**

In this case, how to determine the married-out woman's land contractual rights and interests in her new place of residence based on the records in the land contractual management right certificate of the original place of residence? The parties to such disputes are often the village collective of the original place of residence and the married-out woman. The focus of the dispute is: according to traditional customs, the village collective believes that after marriage, the married-out woman becomes a family member of the new place of residence and has already enjoyed the land contractual management rights and interests of her husband's family, so she should no longer enjoy the land contractual management rights and interests of the original place of residence. However, the married-out woman holds that since her land contractual management rights and interests in the original place of residence have been confirmed and registered without any changes, she should still enjoy the land contractual management rights and interests of the original place of residence. Representative cases in this regard are (2022) Yu Min Zai No. 399<sup>1</sup> and (2021) Lu 15 Min Zhong No. 1049<sup>2</sup>. In both cases, the married-out women have household registration and land contractual management right registration in their original places of residence, and they both believe that they should enjoy the land contractual management rights and interests within the household in their original places of residence since they have confirmation and registration there. However, the village collective argues that although the married-out women's contractual rights in the original place of residence have been confirmed and registered, according to traditional customs, they have become family members of the new place of residence, which is deemed as automatically withdrawing from the villager status of the original place of residence, so they should no longer enjoy the contracted land rights and interests of the original place of residence. Therefore, their original land share and the due land acquisition compensation benefits have been deprived.

The final judgments of the courts in both cases hold that the married-out women should still enjoy the land contractual management rights and interests of their original places of residence. The reason is that the evidence in such cases mainly includes household registration certificates, land contractual management right certificates, equity certificates, etc., which are all valid documents issued by state organs with conclusive legal effect. They can prove that the married-out women have a share of contracted management land in the village,

enjoy the qualification of village collective members, and thus should be entitled to villager treatment. In such disputes, the land contractual management right certificate becomes the most important basis for the judgment, and the customary concepts of the village collective in the original place of residence are difficult to establish and are rejected by the court.

## 2.2. Disputes over determination when married-out women have confirmation and registration in their new place of residence

In this case, can the married-out woman acquire the land contractual management rights and interests of her original place of residence? Such disputes often arise because the rights and interests in the original place of residence exceed those in the new place of residence, such as land acquisition compensation disputes. A representative case is (2024) Yu 16 Min Zhong No. 1243<sup>3</sup>. The focus of the conflict in this case is: the married-out woman claims that although her natal family has not signed a land contractual management rights and interests contract with the village collective and completed the registration, her family has actually contracted and managed the land in the form of a household for more than ten years, forming an established fact. Moreover, after she got married, the village collective did not take back the contracted land corresponding to her share, so she should enjoy the land contractual management rights and interests in her original place of residence. The land in the new place of residence was contracted by her husband before marriage and has nothing to do with herself, so she has not acquired contracted land in the new place of residence. However, the evidence provided by the other party in the same case shows that the married-out woman's name is clearly recorded on the land contractual management right certificate of her husband's family, proving that she has acquired a share of contracted land in the new place of residence. The court finally ruled that the land contractual management rights and interests are acquired in accordance with the contractual contract, and the village collective in her original place of residence did not sign a contractual contract with the married-out woman, so the married-out woman cannot acquire the land contractual management rights and interests in her original place of residence.

## 2.3. Disputes over determination when married-out women have no confirmation and registration in either place

The characteristic of this type of dispute is that the married-out woman has not undergone confirmation and registration of land contractual management rights and interests in either the new place of residence or the original place of residence. How to make a determination in this case? If there is evidence to prove that she has a share of contracted land in the original place of residence but has not acquired a share of contracted land in the new place of residence, the original place of residence shall not withdraw her land contractual right in accordance with the relevant laws. For example, (2024) Yu 14 Min Zhong No. 5768<sup>4</sup>. The married-out woman in this case argues that her family in the original place of residence has long-term contracted land from the village collective and has obtained a certificate from the village collective. As a family member within the household in the original place of residence, she should enjoy the corresponding share of land contractual management rights and interests, and she has not acquired land contractual rights in the new place of residence after marriage. However, other family members in her original place of residence hold that after marriage, the married-out woman has become a family member within the household in the new place of residence and has automatically lost her qualification as a family member in the original place of residence, thus no longer enjoying the share of contracted land within the household in the original place of residence. The court finally ruled that the married-out woman should enjoy the land contractual management rights and interests within the household in her original place of residence. The court adopted the certificate issued by the village collective

in the new place of residence proving that the married-out woman did not receive contracted land in the village. In accordance with the relevant legal provisions, it was determined that she did not acquire contracted land in the new place of residence, so the contracting party shall not withdraw her land, and she should enjoy the share of contracted land as a family member within the household in the original place of residence.

By sorting out the focus of conflicts in the above cases, it can be found that whether the married-out woman has acquired contracted land in her new place of residence is the key factor for the court to make the final judgment. The reason for such determination disputes is that almost all such disputes arise from the infringement of the married-out woman's contracted land rights and interests in the original place of residence, mainly manifested in the illegal disposal of the married-out woman's contracted land share by the village collective or other family members in the original place of residence. Based on traditional customs, they take it for granted that since the married-out woman has married, she has become a family member of her husband's family, thus automatically losing the share of land contractual rights in her natal family. It can be seen that the customary concept of relevant subjects regarding "married-out women acquiring contracted land in their new place of residence" is the direct cause of disputes over married-out women's land contractual rights and interests. However, in accordance with Article 16<sup>5</sup> and Article 31<sup>6</sup> of the Rural Land Contract Law of the People's Republic of China, the people's courts first determine the fact of whether the married-out woman has acquired contracted land in her new place of residence when finally determining whether the married-out woman enjoys contracted land rights and interests in her original place of residence. In this case, the confirmation and registration documents or village collective certificates become the most powerful evidence in judicial practice. Therefore, to properly resolve such disputes, it is necessary to further explore the identification standard for "married-out women acquiring contracted land in their new place of residence" on the basis of the current legal system.

### **3. Causes of disputes over the determination of "married-out women acquiring contracted land in their new place of residence"**

#### **3.1. Customary concepts regarding "married-out women acquiring contracted land in their new place of residence"**

In practice, in order to balance the relationship between people and land in the village, some village collectives have a relatively traditional and backward understanding of "married-out women acquiring contracted land" in their new place of residence. Based on the understanding that "the rural contractual management right confirmed by household has a clear purpose, which is to provide basic living security for members of the collective economic organization" [2], they believe that as long as a woman gets married, she belongs to the family member of her husband's family, and then enjoys the rights and treatment of the husband's village collective organization, and naturally acquires the contractual management right in the new place of residence. Therefore, they arbitrarily deny the married-out woman's contracted land rights and interests in the original place of residence, which is often manifested in taking back her original contracted land share, adjusting it to others, or refusing to distribute the corresponding compensation to the married-out woman. The village collective's concept of "married-out women acquiring contracted land in their new place of residence" is mainly based on traditional concepts such as "a woman follows her husband after marriage", "women have no right of inheritance in their natal family", and "women cannot own real estate". However, this "one-size-fits-all" understanding model is likely to cause the problem that the married-out woman's contracted land rights and interests in the original place of residence and the new place of residence cannot be connected.

### 3.2. Inconsistent content of village regulations and people's conventions

In judicial practice, many courts recognize the validity of village regulations and people's conventions when hearing disputes over married-out women's land contractual management rights and interests, and take the resolutions of village assemblies as the basis for judgment. In rural areas, most village collectives have their own village regulations and people's conventions to balance the relationship between people and land, with inconsistent standards. Some village collectives take whether they obtained the corresponding share as family members during the first or second round of land contracting as the standard for acquiring contracted land, while others determine it based on whether members have caught up with the adjustment of contracted land carried out by the village every certain period in accordance with the principle of "adding land when adding people, and reducing land when reducing people". If a married-out woman cannot obtain land contractual rights and interests in the new place of residence because she does not meet the conditions of the village regulations and people's conventions there, and her land contractual rights and interests in the original place of residence are lost in accordance with the village regulations and people's conventions, she will actually become a "double-loser" group. Therefore, in essence, the village collectives in some cases overemphasize the binding force of village regulations and people's conventions, and collectively deprive married-out women of their contracted land rights and interests in the original place of residence by virtue of habits and customs, and then illegally dispose of their shares, which will inevitably lead to disputes.

### 3.3. Land contractual management right certificates fail to timely reflect changes in the relationship between people and land

"During the past 30 years of the second round of contracting period, the member structure of farmer households, the functions and utilization methods of land have changed, and the agricultural field is also facing the new era task of establishing a modern agricultural operation system. These changing factors and era requirements will inevitably cause small-scale specific adjustments of contracted land within the framework of a stable legal order [3]." Such adjustments should be recorded in the land contractual management right certificate. According to Article 2 of the Measures for the Administration of Rural Land Contractual Management Right Certificates of the People's Republic of China<sup>7</sup>, the land contractual management right certificate was originally intended to confirm the parties' contracted land rights and interests, thereby stabilizing the relationship between people and land and resolving disputes. "The confirmation, registration and issuance of land contractual management rights are the legal basis for land empowerment. The premise for farmer households to exercise the right of disposal over contracted land can only be that the property rights and functions of land are clear, the objects of property rights are clear, and the owners of rights are determined, without the so-called problems such as having land without a certificate, having a certificate without land, or inconsistency between the certificate and the actual situation [4]." In other words, the premise for the land contractual management right certificate to stably play the role of right confirmation is that it must truly reflect the situation of the land contractual management rights of the members within the household, that is, to timely and synchronously record or change the flow of members within the household and the increase or decrease of contracted land within the household. Otherwise, not only can the right confirmation function of the land contractual management right certificate not be realized, but the problem will be more complicated.

A typical situation is that in some disputes, the married-out woman has obtained a new land share in the new place of residence, but her personal information is still recorded in the land contractual management right certificate of the original place of residence. In addition, if the married-out woman has completed the confirmation and registration in the original place of residence, but the village collective has eliminated her registration information by default because she lost her land contractual right due to marriage, and the

married-out woman has not yet completed the confirmation and registration of land contractual management right in the new place of residence, then "due to the inconsistent confirmation time between the original place of residence and the new place of residence, or the different standards for determining the co-owners of contracted land, the land rights of married women may also be lost both in their natal families and their husbands' families, and their names cannot be registered on either side, thereby affecting the proof and realization of women's land rights [5]." That is to say, the records in the land contractual management right certificate are obviously lagging behind the reality, leading to the problem that the married-out woman's contracted land rights and interests in both the original place of residence and the new place of residence are lost.

### 3.4. The evidential effect of the registration of land contractual management rights needs to be clarified

At present, the main doubts in the academic circle about the right confirmation effect of land contractual management right certificates are that since the promulgation and implementation of the Real Right Law, land contractual management rights and interests have been clearly defined as usufructuary rights, so the object, registration effect, term, etc. of usufructuary rights have become issues that must be clarified. However, in the practice of right confirmation, the above issues have become controversial points [6]. In judicial practice, there are two schools of thought on the determination of the effect of the registration of land contractual management rights: the first view holds that the registration of land contractual management rights is a confirmation registration rather than a creation registration, which is different in nature from general real estate registration. "Government registration is not a registration of the right generation process, nor is it a public notice method for the effectiveness of the right, but only an administrative confirmation" [7]. The confirmation registration is only one of the bases for proving the land contractual management right, but not the only basis, thus laying the foundation for the relativity of the evidential effect of the registration of land contractual management rights. The second view holds that according to Article 217 of the Civil Code of the People's Republic of China, if the parties fail to provide effective evidence to prove that there is an error in the registration, the content of the registration confirmation shall prevail, thus establishing the basis for the absoluteness of the evidential effect of the registration of land contractual management rights. The above two conflicting views mean that the judicial practice and academic circles are oscillating between absoluteness and relativity regarding the nature and effect of the registration of land contractual management rights, which makes it more complicated to understand how to determine "married-out women acquiring contracted land in their new place of residence". It also makes the right confirmation function of the land contractual management right certificate for the relationship between people and land questioned, so the land contractual management right certificate cannot be fully relied on to determine the married-out woman's land contractual rights and interests.

In summary, since some grass-roots management subjects and judicial practitioners often have vague standards and arbitrary operations when determining whether married-out women have actually acquired contracted land in their new place of residence, it is easy to lead to inconsistent determination results and damage the legitimate rights and interests of married-out women. Therefore, it is urgent to formulate clearer, more rigorous and operable identification standards for the key situation of "married-out women acquiring contracted land in their new place of residence", covering core elements such as the distribution procedure of contracted land, the fact of actual cultivation, and the certificate of right registration, and fix them in the form of guiding cases and judgment rules in judicial practice. At the same time, it is necessary to further explore how to deeply bind this identification standard with the real right confirmation function of the land contractual

management right certificate, and strengthen the identification basis by virtue of the legal effect of the certificate, so as to optimize the identification mechanism of married-out women's land contractual management rights and interests in judicial practice and ensure that relevant judgments are more fair and credible.

## 4. Reflections on countermeasures

### 4.1. Academic views

The dilemma of married-out women's land contractual management rights and interests has always been an important controversial link in China's land contracting system and a hot issue in academic research. By sorting out the academic research on the dilemma of married-out women's land contractual rights and interests, it can be found that the current relevant research perspectives mainly include four aspects: first, from the perspective of household, it is believed that the cause of rural women's land problems lies in the double dislocation of member rights and contracted land between regions and farmer households [8]; second, from the perspective of institutional causes, it is believed that the land contractual management system based on households has brought hidden dangers to the protection of women's contracted land rights and interests [9]; third, from the perspective of the subject of rights and interests, to understand the exceptional protection of married-out women's contracted land rights and interests by law [10]; fourth, from the perspective of the classification of member rights, to explore the harm of the mixture of political member rights and economic member rights to women's contracted land rights and interests [11]. The above research results all hold that the fundamental reason for the damage to rural women's contracted land rights and interests lies in the "irreconcilable contradiction between the adjustment of contracted land and the maintenance of stable and long-term land contractual relations" [12], and it is very difficult to eliminate this contradiction in the short term. Therefore, a practical approach to protect the contracted land rights and interests of married-out women is to start with the identification standard and accurately interpret the part involving married-out women's rights and interests in the current land contracting system, so as to minimize the impact of the above contradictions on married-out women's land contractual rights and interests and realize the protection of married-out women's contracted land rights and interests.

### 4.2. Priority should be given to determining whether married-out women have acquired contracted land in their new place of residence

In accordance with the principle of "no double enjoyment of rights", when there is a conflict between the married-out woman's land contractual rights and interests in the original place of residence and the new place of residence, priority should be given to determining the actual situation of the married-out woman's acquisition of land contractual rights in the new place of residence, and based on this fact, judge the married-out woman's land contractual rights and interests in the original place of residence. Because whether the married-out woman has acquired contracted land in her new place of residence is the real conflict point. First, according to traditional customs, after a rural woman gets married, her identity and the relationship between people and land change. At this time, the married-out woman has become a new member of her husband's social group, and her family is obligated to provide her with basic living security; in fact, the married-out woman has a closer connection with the production and life of the new place of residence. Therefore, the status of the married-out woman's land contracting in the new place of residence is the decisive factor for fact determination. Second, according to Article 31 of the Rural Land Contract Law: "During the contracting

period, if a woman gets married and has not acquired contracted land in her new place of residence, the contracting party shall not withdraw her original contracted land; if a woman divorces or is widowed and still lives in her original place of residence, or does not live in her original place of residence but has not acquired contracted land in her new place of residence, the contracting party shall not withdraw her original contracted land." Therefore, whether the married-out woman's land contractual rights and interests in the original place of residence should be withdrawn or adjusted also depends on whether she has acquired contracted land in the new place of residence. Finally, the land contractual relationship of the married-out woman in the new place of residence also reflects her subjective choice to a certain extent. Therefore, determining whether the married-out woman has acquired contracted land in her new place of residence becomes the most important basis for judgment.

#### 4.3. Emphasize the objectivity of "married-out women not acquiring contracted land in their new place of residence"

Determining the objective fact that "the married-out woman has not acquired contracted land in her new place of residence" is the premise for determining her land contractual rights and interests. In many cases of married-out women's contracted land rights and interests, the married-out woman often provides a certificate issued by the village collective in the new place of residence proving that she has not acquired contracted land in order to defend her contracted land rights and interests in the original place of residence. However, "not acquiring contracted land" includes two situations: "willing to acquire subjectively but failing to acquire actually" and "able to acquire objectively but giving up acquisition subjectively through express or implied means"<sup>8</sup>. A representative case is (2021) Yu 01 Min Zhong No. 2925. In this case, the village collective in the original place of residence argued that: whether the married-out woman failed to actually obtain the membership qualification of her husband's collective economic organization due to her own reasons, and failed to actually enjoy the land contractual rights and interests and treatment of her husband's family, etc. The court finally ruled that according to the resolution of the villagers' representative assembly, the married-out woman is not entitled to the land acquisition compensation in the original place of residence, and did not mention the subjective factors of the married-out woman. Therefore, the author believes that the understanding model of "able to acquire subjectively but failing to acquire actually" should be applied. First, for married-out women, after they get married, the village collective economic organization in the new place of residence is obligated to provide them with contracted land, because the land contractual management right is a usufructuary right established to provide basic living security for members of the collective economic organization, which has personal attributes and cannot be arbitrarily given up voluntarily. "The share right enjoyed by members of rural collective economic organizations is also a personal exclusive right in nature [13]." Therefore, "based on the personal exclusivity of the share right, the share right is not transferable [13]." Second, from the perspective of protecting the rights and interests of married-out women, only recognizing the fact that they have not acquired land contractual rights and interests in the new place of residence objectively can prevent the village collective in the original place of residence from infringing on their land contractual rights and interests on the ground that the married-out woman's failure to acquire contracted land in the new place of residence is her subjective responsibility. That is to say, only its objectivity is recognized, and the included subjective factors are abandoned.

#### 4.4. The method for "married-out women to acquire contracted land in their new place of residence" must be more explicit

It is legally legitimate for married-out women to acquire contracted land either in their original place of residence or in their new place of residence. There are no more than two situations for married-out women to acquire contracted land in their new place of residence: one is to obtain a separate land share as a new member, that is, "adding land when adding people"; the other is to equally enjoy the original land contractual management rights and interests within the household as a family member of the husband's family, that is, "adding people without adding land". However, the former obviously provides stronger protection for married-out women than the latter. Because "adding land when adding people" provides a legitimate and effective guarantee for married-out women. According to Article 5 of the Rural Land Contract Law of the People's Republic of China<sup>9</sup>, only members of the village collective economic organization are eligible to contract the land of the village collective. Therefore, the village collective's separate distribution of land to new population means recognizing the married-out woman's membership qualification of the village collective organization, which can also avoid possible disputes over the confirmation of the collective membership qualification of married and migrated population in the village. However, the fact that the married-out woman successively enjoys the land contractual management rights and interests as a family member of the husband's family may not be recognized by some subjects. If a dispute arises later, the village collective may claim that she cannot enjoy the land contractual management rights and interests in the village because she has not obtained separate land; or deny her village collective membership qualification to negate her acquisition of the contracted land rights and interests of the village collective. In judicial practice, courts rarely determine that a party naturally enjoys contracted land rights and interests just because he or she is a family member of a farmer household, but need to comprehensively consider other evidence to make a judgment, such as whether the party has gone through the first and second rounds of land contracting, or the connection with the production and life of the involved land within a certain period of time. In other words, if a married-out woman acquires contracted land in her new place of residence and obtains the corresponding share of contracted land in accordance with the principle of "adding land when adding people", this method is more favorable for the protection of her rights and interests. Moreover, if the contracted land is allocated to the married-out woman in this way, the confirmation and registration should be completed as soon as possible, which can maximize the elimination of potential disputes. Of course, this suggestion only applies to areas with conditions for new land.

#### 4.5. The determination of "married-out women acquiring contracted land in their new place of residence" must be based on actual circumstances

If a married-out woman has obtained a new land share in her new place of residence, even if this change has not been timely reflected in the land contractual management right certificate, the married-out woman should be determined to have acquired contracted land in her new place of residence in accordance with the principle of seeking truth from facts. This is not a disregard for the authoritative evidential effect of the land contractual management right certificate, but when the registration of land contractual management rights lags behind the changes in the actual relationship between people and land, the information in the registration of land contractual management rights should not be emphasized rigidly. In judicial practice, even if there is registration of land contractual management rights or a land contractual contract, if the land contractual management right certificate does not timely reflect the flow of population, changes in the actual contracted land situation, the denial of the membership qualification of the village collective economic organization and other information, the court will not make a judgment based on the land contractual management right certificate in the end. "Moreover, the records in the rural land contractual management right certificate may

also be inconsistent with the actual situation due to historical, technical, geographical, cultural and other conditions, as well as fraud and malicious collusion by relevant personnel [14]." Therefore, even if the married-out woman's acquisition of contracted land in her new place of residence has not been registered and confirmed, the married-out woman can be determined to have acquired contracted land in her new place of residence based on the actual situation. In judicial practice, there are many cases where the determination is made based on the actual situation of the contracted land. For example, in the case of (2023) Yu 05 Min Zhong No. 4200, although the married-out woman did not sign a land contractual contract with the village collective in the new place of residence, the court determined that she enjoys the land contractual management rights and interests of the involved land by combining other evidence. Therefore, even if the village collective signs another contractual contract with others, that part is invalid.

## 5. Conclusion

Relevant subjects have different or even conflicting concepts about "married-out women acquiring contracted land in their new place of residence", which is one of the many factors causing disputes over married-out women's contracted land rights and interests, and also an important reason for the damage to married-out women's land contractual rights and interests. On the basis of in-depth interpretation of relevant judicial precedents, the author summarizes the determination disputes in the disputes over married-out women's land contractual rights and interests, then analyzes the deep-seated causes of the disputes, and finally draws some superficial cognitions. This paper aims to summarize a set of effective legal methods to be applied in the disputes over married-out women's land contractual rights and interests, in order to simplify litigation, resolve disputes, and make a modest contribution to promoting the improvement of the rural land contracting system.

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## Note

1. See Wang Mouping v. The Second Villager Group of Mouwang Villagers' Committee, Modian Town, Zhongmu County (Contract Dispute), Civil Retrial Review Judgment of Henan Provincial Higher People's Court, (2022) Yu Min Zai No. 399.
2. See Li Moumou, Guguantun Community Residents' Committee of Huixin Sub-district Office, Gaotang County (Dispute over the Distribution of Land Acquisition Compensation Expenses), Civil Judgment of Liaocheng Intermediate People's Court of Shandong Province, (2021) Lu 15 Min Zhong No. 1049.
3. See Cheng Moulan v. Xie Mouying, Moumou Villagers' Committee of Moumou Town, Luyi County (Dispute over Land Contractual Management Rights and Interests), Civil Ruling of Zhoukou Intermediate People's Court of Henan Province, (2024) Yu 16 Min Zhong No. 1243.
4. See Sanshang Community Residents' Committee of Xincheng Sub-district, Suiyang District, Shangqiu City, Henan Province; Yang Mouyi; Yang Moujia (Dispute over Land Contractual Management Rights and Interests), Civil Judgment of Shangqiu Intermediate People's Court of Henan Province, (2024) Yu 14 Min Zhong No. 5768.
5. Article 16 of the Rural Land Contract Law of the People's Republic of China: "The contracting parties for family contracting are the farmer households of the collective economic organization. Family members within the farmer household shall equally enjoy all rights and interests of the contracted land in accordance with the law."
6. Article 31 of the Rural Land Contract Law of the People's Republic of China: "During the contracting period, if a woman gets married and has not acquired contracted land in her new place of residence, the contracting party shall not withdraw her original

contracted land; if a woman divorces or is widowed and still lives in her original place of residence, or does not live in her original place of residence but has not acquired contracted land in her new place of residence, the contracting party shall not withdraw her original contracted land."

7. Article 2 of the Measures for the Administration of Rural Land Contractual Management Right Certificates of the People's Republic of China: "The rural land contractual management right certificate is a legal document issued by the state to confirm that the contracting party enjoys the land contractual management rights and interests after the rural land contractual contract takes effect. The rural land contractual management right certificate is only for the use of the contracting party."

8. Liu Lihong v. Houzhuang Village Sixth Group, Qinghe Office, Zhengzhou Airport Economy Comprehensive Experimental Zone (2021). Civil judgment (2021) Yu 01 Min Zhong No. 2925. Zhengzhou Intermediate People's Court, Henan Province.

9. Article 5 of the Rural Land Contract Law of the People's Republic of China: "Members of rural collective economic organizations have the right to contract the rural land contracted and issued by the collective economic organization in accordance with the law. No organization or individual may deprive or illegally restrict the right of members of rural collective economic organizations to contract land."

## References

- [1] Wang, J. (2022). Tradition, rule of law and identity: An examination of the infringement of rural women's land rights and interests in China. *China Rural Survey*, 62(6), 62.
- [2] Xiao, P. Q. (2021). Analysis of the structure and function of the co-ownership right among members within rural contracted management households. *China Land Science*, 35(3), 19.
- [3] Li, G. Q. (2024). The normative logic of "adjustment of contracted land" in the third round of rural land contracting. *Journal of Political Science and Law*, 5, 68.
- [4] Song, C. F. (2017). A discussion on the legal issues of confirmation, registration and certification of rural collective land rights. *Journal of South-Central University for Nationalities (Humanities and Social Sciences Edition)*, 37(1), 101.
- [5] Yang, L., & Zhang, Y. Y. (2020). Between institutional guarantee and traditional customs: An analysis of village cadres' perspective on women's rights protection in the confirmation, registration and certification of rural contracted land. *Collection of Women's Studies*, 3, 98.
- [6] Lu, J., & Chen, Z. T. (2017). Confirmation of rural land contractual management rights and interests in China: Fuzzy rules and their clarification. *Journal of Nanjing Agricultural University (Social Sciences Edition)*, 17(3), 96.
- [7] Ma, L. (2018). Analysis of several issues on the confirmation and registration of rural land contractual management rights and interests in China. *Dongyu Tribune*, 39(8), 113.
- [8] Liu, L. H. (2020). Research on the protection of rural women's land rights and interests under the legal and policy of "separation of three rights". *Lanzhou Academic Journal*, 5, 151–161.
- [9] Geng, Z. (2016). Protection of women's land rights from the perspective of household. *Law Science*, 1, 115–124.
- [10] Wang, H. P. (2020). Research on the land contractual rights and interests of family members of farm households from the perspective of right subject. *Modern Law Science*, 42(3), 99–111.
- [11] Cheng, X. Y. (2019). Breaking the institutional maze of rural women's land rights protection and its rule reconstruction. *Tsinghua University Law Journal*, 13(4), 26–42.
- [12] Fang, S. K. (2023). *Research on the Realization Mechanism of Land Contractual Management Rights and Interests*. Law Press.
- [13] Wang, H. P. (2025). On the share right of members of rural collective economic organizations. *Journal of Anhui Normal University (Social Sciences Edition)*, 53(4), 69.
- [14] Yang, Y. Z. (2022). Reflection and response to cases of incorrect content in rural land contractual management right certificates: Taking the standardization of civil litigation procedures as the idea. *China Review of Applied Law*, 6, 210.