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Precluding Compulsory Enforcement against a Dwelling Allocated under a Divorce Agreement: Characterization, Justification, and Elements

Wenqi Sun

Chengdu College of Arts and Sciences, Chengdu, China

Abstract

When spouses agree during divorce that one of them will receive a dwelling, the transfer may remain unregistered. Courts have not used one consistent standard to decide whether the spouse receiving the property (the 'recipient spouse') can stop compulsory enforcement against it. The decisions usually look at similar facts, but they use those facts in different ways: some treat them as conditions of the right, some as conditions for asserting the right against others, and some only as signs of bad faith. Before registration, the recipient spouse has a claim asking for transfer registration, rather than ownership of the dwelling. This claim can have limited effect against an ordinary creditor because it concerns a particular dwelling and because the spouse may have relied on the divorce settlement; the dwelling's use as a basic home may give further support. Article 14 of the Interpretation on Enforcement Objection Lawsuits offers the nearest rule for comparison. When used by analogy, its requirement of paying the purchase price can be adjusted to the exchange of value and the actual performance found in the whole marital-property settlement. The agreement must take effect before attachment, the spouse must lawfully possess the dwelling, the failure to register must not be attributable to that spouse, and malicious collusion must be absent. In this way, the several factors used by courts are checked separately under a legal rule instead of being weighed together without a fixed order.

Keywords

Enforcement objection lawsuit; divorce agreement; claim for registration of the transfer of title to the dwelling; limited opposability; application by analogy.

1. Introduction

In some divorces, the parties agree that a dwelling acquired during the marriage will go to one spouse, yet they do not complete the transfer registration. The register then continues to show the other spouse as the owner. If that spouse later becomes the person subject to enforcement, the recipient spouse may file an objection as a non-party and ask the court not to enforce against the dwelling. Article 310 of the Interpretation of the Supreme People's Court (SPC) on the Application of the Civil Procedure Law of the People's Republic of China requires the court to decide whether the non-party has a civil right or interest that is sufficient to preclude compulsory enforcement. The difficulty is whether the recipient spouse's unregistered claim meets this test. The 2025 Interpretation of the Supreme People's Court on the Application of Law in the Trial of Enforcement Objection Lawsuits (the 'Interpretation on Enforcement Objection Lawsuits') gives rules for several common situations, such as consumer homebuyers, ordinary purchasers of immovable property, persons receiving property in satisfaction of a debt, and holders of advance notice registrations. It does not give a separate rule for property divided by a divorce agreement, although this situation also occurs often in practice.

The Gazette of the Supreme People's Court of the People's Republic of China has published two cases with opposite results: Zhong Yongyu v. Wang Guang and Lin Rongda, and Fu Jinhua v. Lü Qiubai and Liu Jianfeng. The cases were not the same in their registration status, the time when the competing claim arose, or the reason why registration had not been completed. Their reasoning also differed. One judgment compared the substance of the competing rights, while the other relied more heavily on the title shown by the register.[1][2] A later reference case, Zheng X v. Yibin X Bank Co., Ltd., with Li X as Third Party (Non-Party Enforcement Objection Lawsuit), was included in the People's Court Case Database in 2026. In that case, the spouses allocated a jointly owned dwelling to one spouse, but a mortgage or another encumbrance delayed transfer registration, so the registered owner and the person claiming the substantive right were different. The court stated that enforcement may be precluded where the divorce occurred before the enforcement applicant's ordinary monetary claim arose and the spouses did not use the property settlement to avoid debts in bad faith.[3]

The Zheng X reference case may help courts handle similar disputes more consistently, but several legal questions remain. First, the rule summarized in a case report is not itself a legal norm, so another court may still reach a different result after looking at its own facts. The Case Database Work Procedures ask courts to refer to similar reference cases. They use the word cankao ('consult' or 'refer to'), rather than canzhao ('apply by reference'); this wording shows that a database case gives guidance but is not a rule that must be cited and applied. Second, a reference case deals with one dispute, and it does not set out every condition for other cases. Courts therefore still have considerable room to assess different facts. Third, decisions that stop enforcement generally compare the recipient spouse's interest with the enforcement applicant's claim. This comparison may be useful where the rules are incomplete, but it does not fully explain why a personal claim arising from a divorce agreement can come before another claim under the principle of equal treatment of claims. Two questions therefore need to be answered: what kind of right does the recipient spouse obtain from the divorce agreement, and under what conditions can that right be used against an ordinary monetary claim?

2. Divergent Approaches in Judicial Practice

2.1. Denying Preclusion of Enforcement

The principal judicial approach denying preclusion of enforcement rests on the principle of constitutive registration and the principle of equal treatment of claims. Under this reasoning, an allocation of a dwelling in a divorce agreement is an internal arrangement between the spouses. Until registration of the transfer of title is completed, the recipient spouse has not acquired ownership of the dwelling and holds only a claim against the registered titleholder. The enforcement applicant likewise seeks enforcement based on a claim. Because both parties remain at the level of claims, the recipient spouse cannot acquire priority.

Fu Jinhua gives one example of this approach. The court stated: 'A divorce agreement's allocation of immovable property does not directly effect a change in real rights.' It added that one spouse may only require the other spouse, on the basis of a claim in personam, to cooperate with the change of registration. Until the title is lawfully changed, the allocation cannot be asserted against claims held by outside third parties.[2] The Supreme People's Court took the same position in Huang Aiju.[4] In Chen Xiaoming, the divorce took place about three years before the enforcement claim arose. The first-instance court precluded enforcement, but the appellate court reversed the decision because the divorce agreement created an obligational relationship and did not change the real right; the retrial court agreed.[5] Other judgments have applied the constitutive-registration rule directly. They held that the recipient spouse had only a claim for registration and had not obtained ownership capable of precluding enforcement.[6] Some courts relied on answers issued by provincial courts and reached the same result.[7] A

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further group of decisions described the recipient spouse's interest simply as a claim. One court reasoned that a claim remains a claim before the real right is changed, even if the claim is personal and concerns one particular asset.[8] Another court stated that an expectant real right (Anwartschaftsrecht), even if that name is used, is still exercised under the rules governing claims and has no statutory priority.[9] Courts have also refused relief where the registration remained unchanged, including cases in which an outstanding mortgage was said to make registration impossible.[10]

Some requests fail because the evidence is not enough. In Cao Daliang, the debt being enforced arose during the marriage, and the recipient spouse did not prove that the failure to register before attachment was beyond that spouse's responsibility; relief was therefore denied.[11] Courts have also questioned the truth and priority of the claimed interest where the competing claim arose earlier, possession was not proved, and the claimant had said in another case that the dwelling belonged to the person subject to enforcement.[12] Liu Fangyi concerned two commercial premises whose combined floor area was far greater than what was needed for ordinary housing. The court therefore rejected the basic-housing argument and found no civil right or interest sufficient to preclude enforcement.[13] These judgments do not say that a divorce agreement can never stop enforcement. Their results depend on the facts and evidence, and they show the matters that courts commonly check.

This group of judgments may prevent a false divorce from being used to avoid debts, and it also protects the lawful interest of the enforcement applicant. Even so, the approach gives little attention to the family-law background of the property arrangement; it does not always separate the different kinds of enforcement claims, and the recipient spouse's actual position may receive too little consideration.

2.2. Decisions Supporting Preclusion of Enforcement

Judgments supporting preclusion do not treat the recipient spouse as an owner before registration. Instead, they refuse to decide the case only by looking at the registered title. The courts compare when the two interests arose, what each interest concerns, and the purpose served by the dwelling. In Zhong Yongyu, the Supreme People's Court used this kind of comparison and allowed the recipient spouse's earlier interest to preclude a later ordinary monetary claim.[1] Zheng X v. Yibin X Bank Co., Ltd., with Li X as Third Party, follows a similar line. It considers the nature and timing of the enforcement applicant's right, the reason for the missing registration, and possible bad-faith avoidance of debts.[3] Other courts have protected a pre-existing claim for registration where it concerns a specific dwelling, was created without an intention to avoid debts, and also serves a basic housing purpose.[14] The reasons appearing in these decisions can be placed into five groups.

First, the parties must not have intended to avoid debts in bad faith. Some courts found no such intention because the registration claim arose before the enforcement applicant's claim and the former spouse later remarried.[15][16] Other courts considered that the divorce and property division occurred first, the agreement had been filed with the marriage-registration authority, and the overall division of property was not obviously one-sided.[14]

Second, there may have been a real obstacle to registration. Where a mortgage loan prevented the registered title from being changed, courts found that the continued lack of registration was not the recipient spouse's fault.[17][18] Courts reached a similar view when registration was affected by a change in administrative divisions, the other spouse's illness, or a policy restriction on transfer.[19][20]

Third, the divorce agreement may already have been carried out in practice. Courts considered who lived in and controlled the dwelling after divorce, who paid the property-management charges and other expenses, and who kept paying the mortgage.[20][21] In a related ownership-confirmation case, performance of the divorce agreement and a later inheritance were treated as establishing the substantive entitlement. The court described the agreement's effect between the parties as a 'de facto real right.'[22]

Fourth, some courts regard the recipient spouse's claim as having greater priority than an ordinary monetary claim because it is directed at a particular dwelling. They emphasize that the recipient spouse's claim has a specific nexus to the dwelling, whereas the enforcement claim is neither secured by the dwelling nor otherwise asset-specific.[15]

Fifth, courts sometimes consider ethical factors. Family residence and child-rearing responsibilities are invoked to strengthen the need for protection, particularly where the recipient spouse directly raises the parties' children and the dwelling serves a basic housing-security function. Some courts state that a divorce agreement reflects considerations of emotional compensation, child-rearing, and a spouse's capacity for self-support.[23] Others hold that the recipient spouse's subsistence interest in the dwelling takes priority over an ordinary creditor's reliance interest in the disputed property.[24]

2.3. Courts Assign Different Functions to the Same Factual Factors

At the level of outcomes, the case law can be divided simply into decisions granting or denying relief. Yet courts assign different functions and legal significance to the same factors.

First, courts do not agree on what the order of events proves. Time alone does not create a statutory priority. In Zhong Yongyu and similar cases, an earlier divorce agreement showed that the recipient spouse's interest had become tied to a particular dwelling before the other claim arose. Together with evidence that the agreement was genuine, this timing supported protection of the spouse. Other courts use the same chronology only to decide whether the agreement was real or whether the spouses intended to avoid debts. The same fact therefore performs two different jobs: in some judgments it is part of the comparison of rights, while in others it is only evidence of the parties' state of mind.

Second, courts give different importance to the reason why the transfer was not registered. Some courts state that a spouse who could not register because of a mortgage, a policy restriction, or the registered owner's refusal to cooperate should not bear all the risk created by the difference between the register and the actual arrangement. Other courts look at the reason but do not make it decisive. There are also judgments that do not examine the reason and deny the request simply because the register was never changed. It is therefore uncertain whether lack of responsibility for non-registration is a required condition, one item in a wider comparison, or a matter with no effect on the result.

Third, possession is not used in the same way in every judgment. Some courts regard the recipient spouse's occupation, use, and management of the dwelling as important proof of a substantive interest. Other courts use possession only to confirm that the divorce agreement was actually performed. A further group requires possession before judicial attachment, together with an earlier divorce agreement and a later competing claim. Courts denying relief may instead point to the absence of proof of possession. They may also reason that living in or using a dwelling does not provide the public notice created by registration, so possession by itself cannot be asserted against the enforcement applicant.

Fourth, the link between the claim and one specific dwelling is also treated differently. Judgments granting relief say that the recipient spouse's registration claim is directed at that dwelling from the beginning, while an ordinary monetary claim has no comparable connection with it. Judgments denying relief answer that this connection is not a statutory ground of priority; an unregistered claim cannot stop enforcement merely because it names a particular asset.

Fifth, ethical and family considerations receive uneven treatment. Some courts give weight to the dwelling's use as a basic home, its role in raising children, and the living arrangement formed after divorce. These facts may support greater protection for the recipient spouse. Other courts leave them out of the analysis. The cases therefore provide no settled answer on whether these considerations have a separate legal role or how much weight they should receive.

3. The Jurisprudential Basis for the Recipient Spouse's Right to Preclude Enforcement

Although the judgments reach different results, they repeatedly examine the same matters: whether the divorce agreement or the enforcement claim came first; whether the recipient spouse possessed the dwelling; who was responsible for the missing registration; whether the enforcement claim was connected with that particular property; and whether the dwelling was being used as a basic home. The main disagreement is therefore not about which facts exist. It is about the legal use made of each fact. This leaves two questions. First, what right does the recipient spouse obtain from the divorce agreement? Second, why can that right, in some cases, be asserted against an ordinary monetary claim held by the enforcement applicant?

3.1. The Nature of the Recipient Spouse's Right under the Divorce Agreement

First, the theory of a de facto real right is untenable. By relying on the parties' genuine intention in the divorce agreement and the recipient spouse's long-term possession, this theory attempts to identify that spouse as the substantive right holder and thereby mediate the conflict between registered title and substantive entitlement. The theory of de facto real rights, however, was developed to describe the position of a true right holder when legal title is registered in another person's name, and its application is limited to situations not implicating third-party interests. It cannot readily be extended to an external enforcement applicant.[25] An enforcement objection lawsuit necessarily affects third-party interests; possession alone can hardly constitute a statutory ground for precluding enforcement. Second, the theory of an expectant real right (Anwartschaftsrecht) is also untenable. The concept, imported from German law, presupposes institutional features including real-right formalism—the German model under which a separate real agreement plus registration transfers real rights—and the dual-authorization principle for applications to the land register. China's current legal system does not provide comparable institutional foundations for transplanting it.[26] Treating the interest as an intermediate right 'between a real right and a claim' conflicts with the dichotomy between real rights and claims. Allowing an unpublicized right to be asserted against ordinary creditors would effectively recognize a secret real right, contrary to the principles of publicity and public reliance.[27] Third, the theory of proprietary enhancement of a claim is likewise unpersuasive. Proprietary enhancement is a legal-policy device through which the law, for a specific policy reason, confers on a contractual claim limited protection against dispositions of the asset to which the claim relates.[28] Unless a concrete rule supporting that enhanced effect is first identified, concluding that a claim has acquired proprietary effect merely because the divorce agreement has a status-based ethical dimension and the claim is directed at a specific dwelling substitutes a conclusion for normative reasoning. A related view argues that the Civil Code's rules on changes in real rights may be applied by reference to property changes based on status-relationship agreements.[33] This article does not adopt that premise; it instead separates characterization from opposability in enforcement.

The better view is therefore that, before registration, the recipient spouse holds a claim requiring the other spouse to deliver the dwelling and cooperate in registration of the transfer of title. The right remains a claim in personam. Calling the interest a claim only explains its legal nature; it does not answer whether enforcement may still be stopped. Article 310 of the SPC's Interpretation of the Civil Procedure Law uses a broader test, namely, whether the non-party holds a 'civil right or interest sufficient to preclude compulsory enforcement.' The provision does not limit that test to real rights. The nature of the right and its opposability in enforcement thus belong to two different analytical levels. Once the non-party's right has been identified, the remaining question is the normative conditions under which that claim can prevent enforcement against a specific dwelling. A contrary view maintains that a claim created by a divorce property settlement lacks a sufficient basis for departing from the ordinary framework of real-right law and therefore cannot preclude enforcement.[35] The analysis below addresses that objection without recharacterizing the claim as a real right.

3.2. Theoretical Justification for Priority

A registration claim under a divorce agreement can preclude enforcement only if there is a reason to treat it differently from an ordinary monetary claim; changing its name into a real right is not necessary. An ordinary monetary creditor looks to the general assets of the person subject to enforcement. Before attachment, that person may still sell, give away, or otherwise dispose of property, so the creditor normally relies on the asset pool as a whole and not on one dwelling inside it. Registration protects transaction security, but its main task is to protect a person who deals with a particular immovable property and obtains a real right or security interest by relying on the register. The same protection should not automatically be given to an ordinary creditor merely because every asset appears under the debtor's name. If the enforcement applicant already has a mortgage or another priority right over the dwelling, the case is different and is outside the present discussion. The recipient spouse, by contrast, has a claim aimed at one identified dwelling from the start. After the marital property is divided, that spouse may take control of the dwelling and carry out the main obligations connected with the allocation. These acts show reliance on the settlement. The ordinary monetary creditor has no security over that dwelling, and the creation of the debt usually did not depend on checking each immovable property registered under the debtor's name.

The need to protect the dwelling may also concern the basic housing of the recipient spouse and the children. A family home acquired during marriage has exchange value, but it is also the place where ordinary family life is carried on. When the divorce agreement gives the home to one spouse, especially the spouse caring directly for minor children, it often fixes where the family will live after divorce. Enforcement may therefore cause more than a financial loss; it may remove the family's basic living conditions. Existing rules distinguish ordinary purchasers of immovable property from consumer homebuyers for this reason, since the latter involve both reliance on the purchase and protection of basic subsistence interests.[27]

Reliance and basic subsistence do not serve exactly the same purpose. Reliance explains why a person who has not yet registered the transfer may still deserve some protection, and it supplies the ordinary basis for limited opposability. The basic-housing factor matters only when the dwelling really provides the recipient spouse's necessary home, and it shows why protection is more urgent in that particular case. A shop, an investment property, a holiday home, or a dwelling held by a spouse who already has adequate housing does not fit this reason. Basic housing is therefore not required in every case, and it cannot replace proof of a genuine agreement, substantial performance, or a reasonable explanation for non-registration. The effect discussed here remains limited to ordinary monetary claims. Housing needs may add support, but they cannot by themselves defeat a mortgage or another right that has its own priority.

The recipient spouse thus obtains limited opposability for the claim for registration of the transfer of title to the dwelling within enforcement proceedings. First, the effect is confined to the specific dwelling and does not extend to other assets of the person subject to enforcement. Second, it precludes only enforcement of an ordinary monetary claim and does not automatically defeat a mortgage or another right with a specific priority basis. Third, it does not alter the claim-based nature of the recipient spouse's right.

4. Application by Analogy of Article 14 of the Interpretation on Enforcement Objection Lawsuits and Functional Adaptation of Statutory Elements

4.1. Article 14 as the Normative Starting Point

While Article 28 of the Provisions of the Supreme People's Court on Several Issues Concerning the Handling of Enforcement Objection and Reconsideration Cases by People's Courts was in force, some courts applied it to these disputes.[29][30][31] Much of the existing scholarship likewise advocates using the rule protecting purchasers of immovable property embodied in Article 28 to address allocations of dwellings under divorce agreements.[32] Although Article 28 governs sales of immovable property, it should not be understood as a closed rule confined to that contractual type. Similarly, the categories in Articles 11 through 20 of the Interpretation on Enforcement Objection Lawsuits concretize the general standard of a 'civil right or interest sufficient to preclude compulsory enforcement'; they do not exhaust every right or interest capable of doing so. Where an unenumerated case has an interest structure materially similar to an established category, the normative assessment embodied in the existing rule may be extended to it.

Article 14 of the Interpretation on Enforcement Objection Lawsuits carries forward and adjusts the basic structure of former Article 28. Using it as the basis for analogy is more predictable than engaging in a general balancing of interests detached from positive law. Article 14 provides that, when a court enforces against immovable property registered in the name of the person subject to enforcement, a purchaser seeking to preclude enforcement of an ordinary monetary claim must prove all of the following: (1) before judicial attachment, the purchaser and the person subject to enforcement concluded a lawful and valid written contract of sale; (2) before attachment, the purchaser paid the full price, or paid the agreed portion and, after attachment but before the close of oral argument at first instance, paid the remaining price into court for enforcement; (3) before attachment, the purchaser lawfully possessed the immovable property; and (4) failure to register the transfer was not attributable to the purchaser. The rule concerns a claim tied to one particular immovable property; the claim must have arisen before attachment, and performance of the transaction must already have gone beyond a merely written promise. Its legal effect is limited to precluding enforcement of an ordinary monetary claim against that immovable. Its protected interest, scope of operation, and characterization therefore resemble those of the recipient spouse's claim discussed here. Article 14 may consequently serve as the basis for applying by analogy a test governing whether a divorce agreement can preclude compulsory enforcement. The Supreme People's Court's inclusion of the Zheng X case in the Case Database after the Interpretation took effect further indicates that the omission of divorce allocations was not intended as a categorical bar to preclusion in such cases.[3]

4.2. Element-by-Element Analysis of Preclusion

First, the divorce agreement must become effective before judicial attachment. Article 14 uses attachment as the dividing line because the creation of an ordinary monetary claim does not give the creditor control over, or a right to follow (droit de suite) in respect of, a specific dwelling owned by the debtor. The mandatory temporal requirement should therefore be that the clause allocating the dwelling became effective before attachment. The present article concerns divorce by agreement, for which the property-allocation clause becomes effective only upon completion of divorce registration. The relevant date is accordingly the date of divorce registration, not merely the date written on the agreement.[34] The date when the competing claim arose, which most courts examine, should instead be treated as evidence bearing on bad-faith evasion of debts. Article 21 of the Interpretation on Enforcement Objection

ISSN: 2688-8653

Lawsuits expressly excludes malicious collusion between a non-party to enforcement and the person subject to enforcement, as well as any fabricated legal relationship or arrangement. If the divorce agreement postdates the competing claim, courts should intensify scrutiny of the parties' knowledge of the debt dispute, the overall division of property, and performance of the agreement. But an earlier competing claim should not alone defeat the recipient spouse's request. An earlier debt shows only that the debt was already present when the spouses divided their property; standing alone, that fact cannot establish that the agreement was false or that the recipient spouse should receive no protection.

Second, the equivalent of the 'full purchase price' must have been paid, but Article 14 cannot be copied word for word into a divorce case. Its price requirement has to be adjusted to the function that payment performs. Payment shows not only that the sale has value; full payment also shows that the purchaser has completed the main contractual duty and has stronger grounds to ask for delivery.[27] Article 15 uses the same kind of adjustment for property transferred in satisfaction of a debt. It asks whether the discharged debt is roughly equal to the actual value of the property. Thus, when the legal basis of the transfer changes, the rule should keep the functions of the price - showing authenticity, performance, reliance, and an exchange of value - without requiring the form of a sale price. Divorce property division can be examined in this way. The dwelling should not be compared with one isolated payment; the court must look at the whole settlement of marital property. A dwelling may be allocated together with other assets, marital debts, or an equalization arrangement. In return for receiving it, one spouse may give up a share in other property, pay money to the other spouse, take over the remaining mortgage, or perform another property obligation. If the main obligations connected with the dwelling have been substantially performed, or continuing obligations have been assumed and regularly carried out, the spouse is in a position similar to an Article 14 purchaser who has paid the price. The position is different where the agreed payment was not made, the agreed debt was not assumed, or the property division was otherwise left unperformed. Child support should not be counted directly as consideration because the duty exists by law and is not given in exchange for the dwelling. A child's residence with the recipient spouse may still help show that the agreement is genuine and that the dwelling has a basic housing function.

Third, the recipient spouse must have lawful possession. The divorce agreement first creates claims between the spouses; possession before attachment shows that the written allocation was actually put into practice and that reliance had begun. The recipient spouse may possess the dwelling by living there, and children living with that spouse may also occupy it on the spouse's behalf. Indirect possession may exist where the dwelling is leased and the spouse continues to collect rent and arrange repairs. Household registration at the address, occasional visits, or the storage of belongings is not enough to show stable control. The relevant time is the date of attachment. Moving in, changing the rent recipient, or preparing documents showing delivery only after attachment does not create earlier reliance; it may also produce an artificial appearance of performance, so it should not stop enforcement.

Fourth, the failure to register must not be attributable to the recipient spouse. A spouse who had a real chance to register but did nothing for a long time should bear the result of leaving the registered title unchanged. The position is different where registration was blocked by a mortgage, the registered owner's refusal to cooperate, or the absence of an available registration procedure. Article 16 of the Interpretation on Enforcement Objection Lawsuits lists facts that may show that non-registration was not the non-party's responsibility. These include a joint application made before attachment; a request that the registered owner perform the registration duty; litigation or arbitration for that purpose; the absence of conditions for the initial registration of commercial housing; completion of online contract filing; and no unjustified delay after a notice to register. The same facts can guide a divorce case. The recipient spouse does not need to have tried every possible method, but there must be an objective

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obstacle and some reasonable action suited to the registration system available at the time. Since 2023, transfers of mortgaged property without first discharging the mortgage, often called a 'transfer subject to the existing mortgage,' have gradually become available. For this reason, an unpaid mortgage does not have the same evidential weight in every place and period, and this later practice may affect whether non-registration is attributable to the spouse.[36] The court should ask whether a workable route to transfer registration existed before attachment, not merely whether the dwelling carried a mortgage. If registration remained possible for a long period and the recipient spouse neither requested cooperation, applied for registration, nor used another available remedy, ordinary explanations such as lack of legal knowledge or work commitments will usually not remove responsibility.

5. Conclusion

Before transfer registration, a spouse who receives a dwelling under a divorce agreement has a claim for registration, not ownership, a de facto real right, or an expectant real right. This claim may preclude enforcement because the spouse relied on the settlement before judicial attachment; the reason becomes stronger when the dwelling is also the spouse's basic home. The effect remains narrow. It applies against an ordinary monetary claim, but it does not change the claim into another kind of right and does not give the spouse a general right of priority in payment.

Within the current legal framework, Article 14 of the Interpretation on Enforcement Objection Lawsuits should serve as the basis for application by analogy, with its price element functionally adapted to requirements of value substitution and performance within the overall settlement of marital property. Specifically, the clause allocating the dwelling must have become effective before judicial attachment; the recipient spouse must have substantially performed the corresponding obligations under the marital-property settlement, lawfully possessed the dwelling before attachment, and lacked attributable responsibility for non-registration; and there must be no malicious collusion or fabricated legal relationship or arrangement. The time when the enforcement claim arose, responsibility for expenses associated with the dwelling, and its basic housing function are evidence bearing on bad faith, performance, and the need for protection, respectively; they are not interchangeable. Only in this way can the multi-factor balancing found in existing cases be converted into an element-based determination with a defined sequence of review and clear limits of opposability.

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