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In this issue

- Abuse of Rights Under the New Civil Code
- A Judge's Power to Adapt or Terminate a Contract at the Request of a Party

Table of Contents

3 **Intro**
Romania's Civil Code: Where Do We Stand After One Hundred and Forty Seven Years?
Robert Roşu

6 **Focus**
Abuse of Rights Under the New Civil Code
Christina Vlădescu

11 **A Judge's Power to Adapt or Terminate a Contract at the Request of a Party**
Ioana Gelepu

16 **News and Views**
Breaking New Legal Ground. Romania's New Codes
Alina Pinticã

Intro

- Romania's Civil Code: Where Do We Stand After One Hundred and Forty Seven Years?

Romania's Civil Code: Where Do We Stand After One Hundred and Forty Seven Years?

The basis of the modern judicial system in Romania is laid out in the Civil Code, Criminal Code, Civil Procedure Code and Criminal Procedure Code, originally drawn up under the Romanian ruler Alexandru Ioan Cuza in 1864 in order to reflect the realities of a rapidly evolving society in Romania at that time. These masterpieces of work have been the cornerstone of the Romanian legal system ever since the nineteenth century.

Fast forward one hundred and forty seven years… and a New Civil Code came into force on the 1st of October 2011. This far-reaching legislative work brings a new vision of legal relations and is intended to harmonize Romanian private law with European norms.

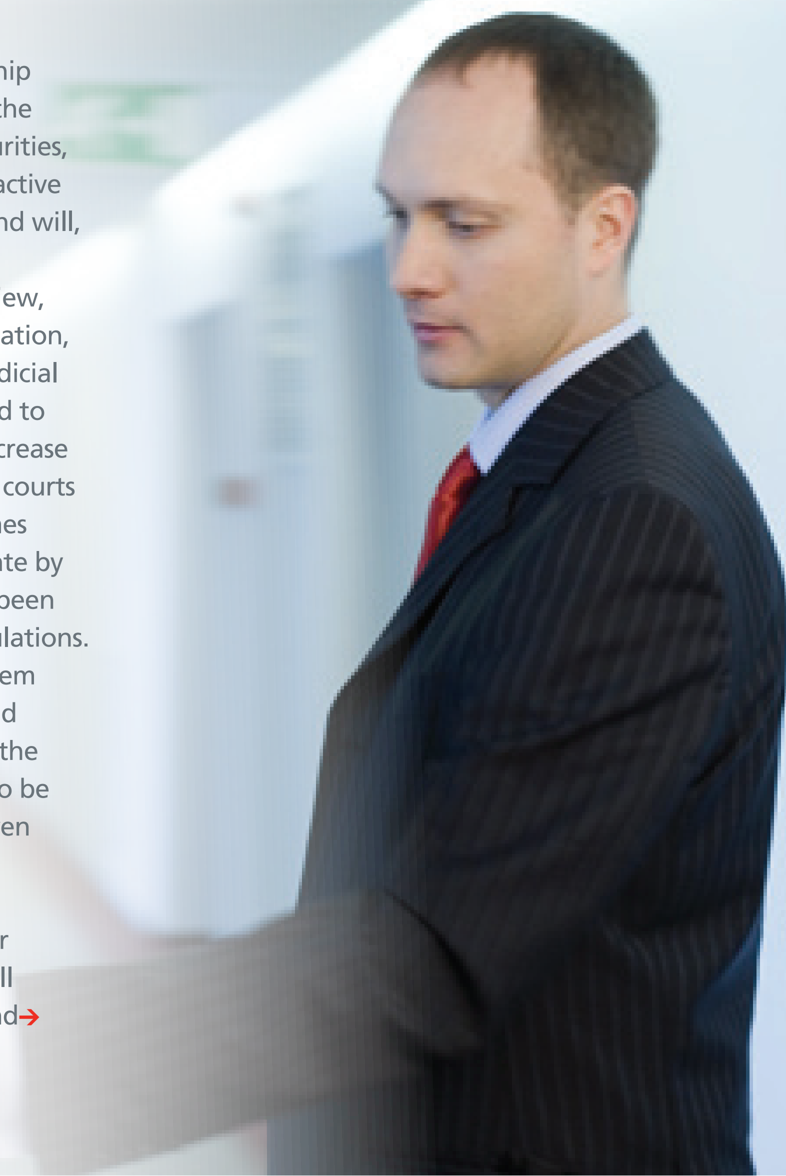
The new regulation will significantly impact the business environment and all the principal aspects of Romanian individual and community life.

The New Civil Code establishes new concepts in positive law, such as joint custody, in-kind payment of alimony, trust and marital convention, and brings major amendments in the area of the protection of non-patrimonial rights (increased protection of private life and human dignity), the legal limits of the private ownership right, joint property, dismemberments of the private ownership right, action for restitution, liability for the actions of another person, personal securities, complex obligations, prescription, retroactive effect of nullity, transfer of the estate and will, divorce, etc.

From a legal practitioner's point of view, the novel and fresh content of the legislation, as well as the incremental changes to judicial norms and legal institutions as compared to the previous legislation could further increase the volume of cases brought before the courts of law. Another contributing factor comes from the legal subjects' capacity to litigate by instituting legal proceedings which has been broadened in scope under the new regulations.

Unfortunately, some of the norms seem insufficiently rigorous, and specialists had argued, prior to the implementation of the New Civil Code, for certain institutions to be amended and certain concepts to be given terminological consistency.

Judges will also become involved in sanctioning legal relations established or acknowledged by the New Civil Code. All means of appeal will have to be used and→



the final appeal courts will have to intervene, particularly the High Court of Cassation and Justice, with a view to harmonizing the inevitably non-unitary jurisprudence.

Subsequently, complex case law and the practical consequences of implementing certain norms will result in new interventions by the legislative authority to the aim of improving the regulation of the New Civil Code and harmonizing it with the special legislation norms.

Over the last few weeks fellow lawyers and judges have frequently said that we are living in memorable times in history.

This new legal framework imposes obligations on each and every one of us dealing with the law, "translating" the New Civil Code into practice, and adapting legal deeds to the newly regulated institutions, analyzing the consequences of legal acts differently and inserting specific interpretations into the legal debate by presenting magistrates with the best solutions for the implementation of the new norms, while bringing a unifying effect and additional normative consistency to the regulations.

All servants of justice will have to be professionally trained so they can comprehend the spirit of the regulations and practical consequences of implementing the new legal concepts.

The inspiration for the new doctrine, cited by the Romanian legislative authority itself in the recitals and in Decision No. 277 of 11th of March 2009 approving the preliminary thesis of the bill (the French Civil Code, the Civil Code of the Province of Quebec in Canada, and the Italian, Spanish, Swiss, German and Brazilian Civil Codes) provided, in practice, a body of case law which has to be analyzed by Romanian legal professionals for a thorough comprehension of the spirit of the regulation and consequences of certain types of legal interpretations or developments.

> "Over the last few weeks, fellow lawyers and judges have frequently said that we are living in memorable times in history.

Soon, probably halfway through 2012, a New Civil Procedure Code and a New Criminal Procedure Code will come into force as well. These regulations should ensure legal subjects' access to smoother procedural means and forms and should lay down the basis for the fair and expeditious settlement of cases.

The impact of such regulations will also be significant in terms of the newness of the regulations and general revision of the mechanics of the legal system with immediate consequences on the organization and operation of courts of law.

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Focus

- Abuse of Rights Under the New Civil Code

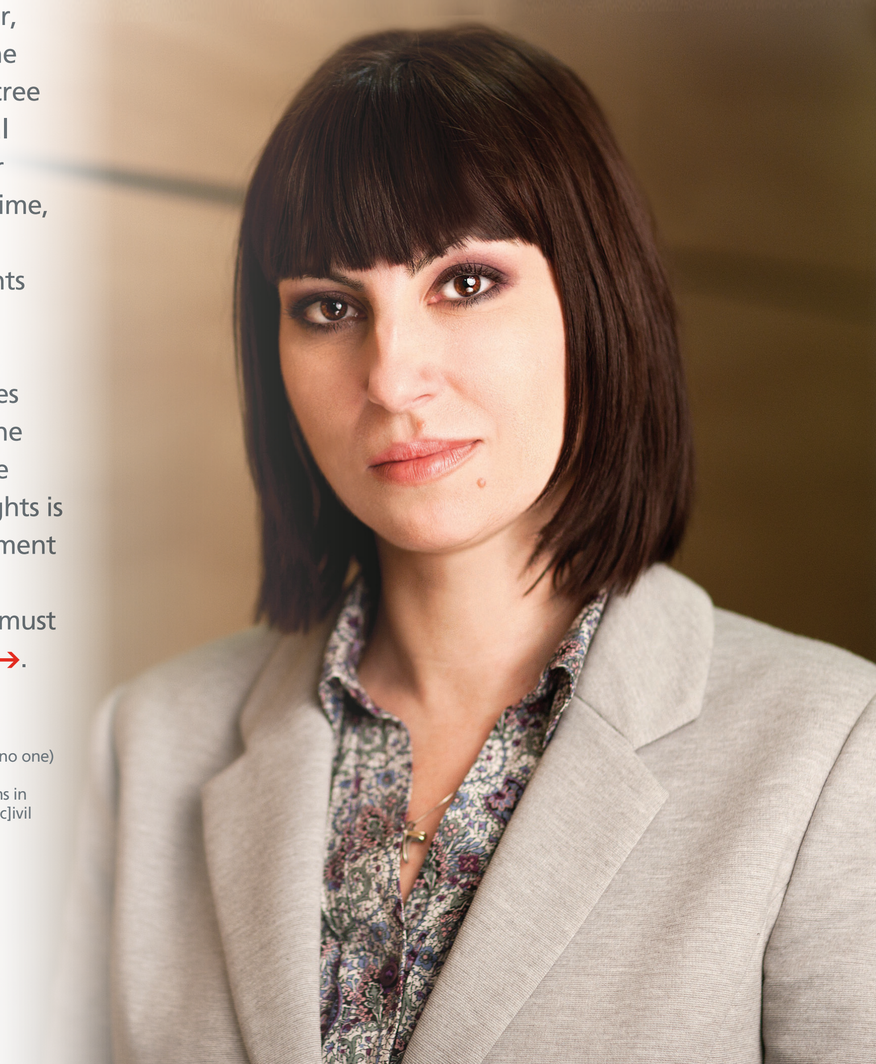
Abuse of Rights Under the New Civil Code

A substantial change brought about by the New Civil Code (NCC), with a potential impact on future case law, is the codification of legal doctrine and case law on the concept of abuse of rights

The principle of abuse of rights[1] is defined in Art. 15 of the NCC ("no right may be exercised for the purpose of causing harm or damage to another person or exercised in an excessive or unreasonable manner which is contrary to the requirements of good faith") and Art. 1353 of the NCC ("he or she who causes damage by exercising his or her rights is not obliged to repair the damage unless such exercise is abusive")[2].

Basically, the exercising of a right will be considered abusive when the right is used not for the achievement of its purpose, but with the intention of harming another person or in a way that is contrary to good faith.

The NCC's innovative role is all the more commendable in the matter of abuse of rights as the previous civil legislation contained no express provisions on this matter. However, a systematic interpretation of Art. 57 of the Constitution of Romania and Art. 3 of Decree No. 31/1954 regarding individuals and legal entities could be used as legal grounds for claiming an abuse of rights[3].At the same time, in civil law, the Civil Procedure Code (CPC) sanctions the exercising of procedural rights in bad faith and contrary to the purpose for which they were conferred by the law (Art. 723). The party that abusively exercises them shall be liable for any damages. In the absence of a relevant CPC provision on the criteria according to which an abuse of rights is determined, the mere rejection of a statement of claim does not mean eo ipso that the plaintiff acted abusively or that he or she must be held accountable for unjustified claims→.



1. The origin of the word "abuse" can be traced back to Latin, in which abusus meant misusing something
2. For instance, the legitimate enforcement of a judgment is not an abuse of rights: neminem laedit qui suo jure utitur (he who exercises his legal rights harms no one)
3. Under Art. 54 of the Constitution of Romania, "Romanian citizens, foreign citizens and stateless persons shall exercise their constitutional rights and freedoms in good faith, without any infringement of the rights and liberties of others" and, under Art. 3 of Decree No. 31/1954 regarding individuals and legal entities, "[c]ivil rights are protected by the law. They may be exercised only in compliance with their economic and social purposes"
4. See Mihaela Tăbârcă, Gheorghe Buta, Codul de procedură civilă: comentat şi adnotat cu legislaţie, jurisprudenţă şi doctrină, second edition, reviewed and supplemented, Universul Juridic, Bucharest, 2008, p. 1708 et. seq

Therefore, it was considered that only legal proceedings initiated in bad faith or further to a serious misdemeanor akin to fraud, with the intention of causing moral or material dam

Romanian legal doctrine defined abuse of rights as "the exercising of a subjective civil right in breach of the principles for the exercise thereof"[5]. Four features of abuse of rights have been identified, i.e. the exercising of the subjective civil right (i) in breach of the economic and social purpose for which it was enacted, (ii) in breach of the law and morals, (iii) in bad faith and (iv) beyond its limits[6]. In this respect, there are two methods to sanction the abuse of rights: either by denying the State's coercive power, in which case the court, ruling that a subjective civil right has been exercised abusively, shall dismiss the plaintiff's request, and, if the abusive exercise was committed by the defendant, it shall dismiss its defense; or when the abuse of rights results in an unlawful damaging act, the person exercising the abusive rights may be ruled liable towards the person whose right was infringed. The guilty person must then pay damages.

To the same extent, jurisprudence defined the abuse of rights as an unlawful act comprising both a subjective element, i.e. bad faith, and an objective one, i.e. obstructing the right from its true purpose[7].

Nevertheless, in the absence of a Civil Code provision in this respect, the courts of law proved rather reluctant to order the wrongdoer who had abusively exercised his or her rights to compensate for the damage caused to another person. In legal practice, abuse of rights was more frequently found in neighboring, employment, commercial relationships or administrative claims. More specifically, starting from the definition of abuse of rights given by legal doctrine, the jurisprudence stated, for instance, that a defendant's unreasonable refusal to consent to the awarding of a building permit to the plaintiff, or where the defendant's consent to the obtaining of such a permit was conditional on the payment of money, must be regarded as an abuse of rights. In commercial matters, the jurisprudence upholds that the concept in question may exist in the form of an abuse of majority (when decisions are made by the general meeting that disregard the social interest and for the sole purpose of favoring the majority members to the detriment of minority members) and the abuse of minority (when minority shareholders prevent the general meeting from taking significant decisions for the company)[8].

> "In our opinion, an *in terminis* regulation of the abuse of rights by the NCC is opportune and, in fact, long awaited

Last but not least, in employment relationships, for instance, dismissals due to the abusive suppression of the employee's positions, the abusive exercising of the right of secondment or delegation, and using a probation period exclusively to obtain free labor without subsequently hiring the worker were also considered abuses of rights.

In our opinion, an in terminis regulation of the abuse of rights by the NCC is opportune and, in fact, long awaited, considering the numerous cases when the use of tort liability for the damage caused by the abusive exercising of another person's rights proved to be necessary.

This is why, in light of the cases when abuse of rights was claimed and given the court's reluctance to sanction it in the absence of an express legal provision, the regulation of this concept by the NCC is more than welcome →

5. See Gheorghe Beleiu, Drept civil român. Introducere în dreptul civil. Subiectele dreptului civil, Casa de Editură şi Presă „Şansa" S.R.L., Bucharest, 1994, p. 81

6. Idem

7. See Timişoara Court of Appeal, Civil Division, Civil Decision No. 634/24.06.2008, published on the website www.jurisprudenta.org

8. In fact, the French Court of Cassation upheld that "conduct contrary to the company's general interest, proven by the prohibition to perform an essential operation for such company and intended solely to favor its own interests to the detriment of all the other shareholders" is an abuse, quoted by Timişoara Court of Appeal, the Civil Division, Decision No. 158/26.10.2009, published on the website www.jurisprudenta.org. Art. 1361 of Law No. 31/1990 – the Company Law – contains an express provision in this respect: "Shareholders shall exercise their rights in good faith, in compliance with the lawful rights and interests of the company and other shareholders"

and may lay the groundwork for extending case law solutions in this matter.

The new law maintains liability for abuse of rights as a particular form of tort liability, so that the latter cannot be applied in the absence of guilt and damage caused to another person.

As regards the first premise addressed by Art. 15 of the NCC, i.e. the exercising of a right with the intention to harm or damage another person, we believe this provision should not raise any particular interpretation issues in legal practice. As to the regulatory method stipulated by this provision, our opinion is that, in the case at hand, abuse of rights requires guilty intent. In other words, the exercise of a right with the sole intention to cause material or moral damage to another person shall give rise to civil liability. Insofar as it cannot be held that each person causing damage is guilty of having had the intention to harm or damage another person, his or her liability shall only be incurred if it falls under the scope of the second premise regulated by Art. 15 of the NCC.

Thus, according to the second premise provided by Art. 15 of the NCC, a person shall be held liable when the subjective right is exercised in an excessive and unreasonable manner which is contrary to the requirements of good faith, and thereby causes damage to another person[9]. In our opinion, excessive exercises of rights that incur liability are assumed when the right is used by its holder in an abusive manner, causing to another person damage that is more onerous than that which could be objectively created further to the exercising of this right, obviously in compliance with the purpose for which such right was conferred by the law and within such limits. Per a contrario, for the exercising of the right to be deemed abusive, there must be a pro rata relationship between the exercising of the right by its holder and the corresponding damage that could be caused to a third party in this manner. Exceeding this pro rata relationship and, implicitly, exceeding the limits of the subjective right renders the exercising of such right abusive and is likely to trigger the holder's liability. The NCC itself establishes, in Art. 1353, the general principle that a person causing damage to another person through the exercising of his or her rights is not obliged to repair this damage.

Furthermore, the unreasonable way in which a right is exercised gives more strength to the mandatory requirement implicitly provided by the law, under which the subjective right must be used within its limits and for the purpose provided by law. The express provision that a right must be exercised in an abusive and unreasonable manner in order to constitute an abuse of rights is a reflection, in the new regulations, of the doctrinal view that subjective rights can only have effects and be protected by the law if they comply with their purpose and legal functions[10]. This legal approach allows each holder of subjective rights to use them in his or her interest, but in compliance with third parties' rights and obligations.

“ A person shall be held liable when the subjective right is exercised in an excessive and unreasonable manner which is contrary to the requirements of good faith

The abuse of rights is also regulated by the NCC in close connection with the concept of good faith. Under Art. 15 of the NCC, someone who exercises a subjective right in an excessive and unreasonable manner, in breach of good faith[11], commits an abuse of rights. The existence of good faith is an important element in assessing whether an abuse of rights has incurred or not.→

9. In the abuse of rights, the general conditions must also be met for civil liability to apply, i.e. the existence of an unlawful deed, consisting in the abusive exercise of the right, the damage, the causality relation and the guilt

10. See Traian Ionaşcu, Tratat de drept civil, Academiei Publishing House, Bucharest, 1967, p. 207

11. In this case, the NCC law refers to good faith, providing that "individuals and legal entities involved in civil legal relationships have to exercise their rights and meet their obligations in good faith, in compliance with public order and morals " (Art. 14 of the NCC)

In other words, where there is good faith, there cannot be abuse of rights and, where rights are exercised in bad faith, in a sense contrary to their economic and social purpose and, respectively, in breach of another person's rights, it can no longer be protected under the law.

Under these circumstances, an issue to be debated by the jurisprudence will be to what extent a person, in exercising a right, can be deemed to be in good faith, all the more so as, under this premise, the NCC no longer stipulates that abuse of rights must be intentional (as in the case of the first premise, "for the purpose of harming or damaging another person"), but that negligence is enough.

Since the NCC does not provide sanctions against abuse of rights, the wrongdoer may be ordered by the court, in accordance with the general principles of civil liability, to repair the damage in any way the judge deems fit, depending on the circumstances of the case (elimination of the effects of the abusively exercised right, payment of damages, etc.).

To conclude, according to the NCC, there is a wide range of situations when a right can be exercised abusively, which is why the courts will be obliged to determine on a case-by-case basis, whether the said right was exercised outside its true purpose. In practice, this may give rise to contradictory case law.

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Focus

- A Judge's Power to Adapt or Terminate a Contract at the Request of a Party

A Judge's Power to Adapt or Terminate a Contract at the Request of a Party

Hardship is one of the entirely new concepts to feature in the New Civil Code (NCC).

Hardship entitles a party to a contract to require a court of law to adapt/reevaluate a contract's performance (e.g., the contractual price) or even to terminate a contract, due to a change in the circumstances envisioned at the time of the conclusion of the contract. Notwithstanding the foregoing, certain elements must be satisfied before a party may resort to the courts of law, such as an occurrence of events that has fundamentally altered the equilibrium of a contract and rendered the obligations incumbent on one party far more cumbersome than those that have already been performed or are about to be performed by the other party.

The introduction of the hardship concept under the NCC is the outcome of a substantial change in the lawmakers' view on parties' contractual obligations.

The former Civil Code contained no express regulations on a party's right to file legal action invoking hardship on the grounds that the contractual balance has been affected during the performance of a contract, in order to obtain a reevaluation of contractual clauses or even the termination of the contract.

In the absence of explicit provisions regarding the application of the hardship concept, it was difficult, even impossible at times to address those situations in which, during the performance of a long-term contract, the evolution of the market could led to changed circumstances that fundamentally disturb the contractual balance, on the one hand, and benefits between the parties, on the other hand. The same could apply to situations of sudden and severe economic hardship that hinder the performance of short-term contracts.

By way of example, one of the most common types of such long-term contract which evolved in Romania soon after the fall of the communist regime was the lease agreement signed, as a general rule, in relation to land plots and production premises in the '90s, for a significant duration (e.g., 20 to 25→

years). The price specified in such contracts took into consideration the shaky and incipient market economy of the '90s, at a time when the subsequent real estate boom of 2000 could not be foretold. The parties, which in the '90s had in fact an accurate representation of their duties, found themselves, 20-25 years later, in a position they could not reasonably have foreseen at the time of the conclusion of the contract. For the lessee, paying a now insignificant rent (e.g., 30 times lower than the market value) was a lucrative business per se, while for the lessor, granting the lessee use of assets of significant value in exchange for a very small price (e.g., 30 times lower than the market price), was a frustrating and unfair economic loss.

> "Courts dealing with requests for contract adaptation or termination on grounds of hardship were reluctant to rule in favor of a debtor encumbered by obligations taken in different economic circumstances

A more recent example is the lease contracts for office premises rented during the real estate boom, containing provisions that were unfavorable for the lessee in the event of early termination of the contract.

Since the shortage of office premises around 2007 had allowed lessors to negotiate prices that were subsequently rendered unrealistic by the end of 2008, due to the plummeting real estate market caused by the general crisis, lessees began to seek to renegotiate the contractual clauses that had become too cumbersome or even to have the contracts torn up.

Such situations raised the issue of whether the lessor (i.e., under the contracts concluded in the '90s) or the lessee (i.e., under the ongoing contracts in 2010) were entitled to file legal action with a view to restoring contract's equilibrium. In these examples, both the lessor and the lessee as parties to the contract tended to restore the original contractual balance on account of which, from a pragmatic perspective, certain obligations had been undertaken.

As the former Civil Code did not stipulate any means to allow a party (such as the lessor/ lessee in the aforementioned examples) to get out of a position in which it incurred financial losses caused by a disruptive event occurred during the contract performance, the legal doctrine found ingenious grounds for the disadvantaged party to take legal action.

Such grounds related to:

- The notion that any contract should contain an implicit clause that the obligations undertaken by the parties rely on foreseeable economic stability. By this reasoning, the lack or disruption of economic stability required the renegotiation of contractual clauses or even the termination of the contract, based on an unwritten clause that the parties would have considered nonetheless;
- The concepts of good faith and fairness, claiming that to bind a co-contracting party to obligations that significantly exceeded the derived benefits constituted bad faith conduct, which was contrary to the spirit of contractual fairness;
- The theory of unjust enrichment, according to which the benefits derived by a party further to a change in the economic conditions to the detriment of the other party constituted, under the given circumstances, unjust enrichment for the former;
- The force majeure theory, according to which a major disruption in the contractual balance represented a force majeure event, i.e. circumstances beyond the parties' control that precluded them from performing their obligations.

However, courts dealing with requests for contract adaptation or termination on grounds of hardship were reluctant to rule in favor of a debtor encumbered by obligations that had been undertaken in different economic circumstances than those existing at the time when the court was considering the case, circumstances that the parties were unable to foresee. →

The vast majority of relevant judgments showed the conservative view of the courts, giving prevalence to the principle – sacrosanct under the former law – that the contract is the law of the parties (also implying that any amendments to a contract require both parties' consent).

Thus, courts have frequently ignored the hardship theory, based on (i) the nonexistence of legal grounds for hardship as an option granted to the court to amend contractual clauses or to terminate a contract, thus overriding a party's consent, (ii) the unshakable power of the principle upholding the mandatory character of the contract, as well as (iii) the weak foundation of the concept of hardship, remaining strictly a theory, as compared to the certainty brought by the principle of the mandatory power of the contract.

Given this reluctance, before the NCC entered into force, there were practically no judgments by which the courts amended contractual clauses or decided the termination of a contract on grounds of the hardship theory and under which the party damaged by unforeseeable economic changes prevailed.

Under these circumstances, the lawmakers' decision, in the NCC, to expressly regulate the concept of hardship is surprising.

The NCC allows a debtor whose economic interests are severely affected by the performance of obligations that have become excessively cumbersome to ask the court to amend the contractual clauses or even to terminate the contract. These powers granted to the court are significant amendments in civil law which relied, under the Former Civil Code, on the supremacy of the parties' will, their consent being deemed absolutely necessary for the amendment or termination of a contract.

The regulation is more than welcome, as a debtor severely affected by the performance of obligations undertaken in different economic circumstances is in an unfair position.

A judge may override a party's will (by deciding to amend the clauses of the contract or to terminate the contract), when:

- The performance of the contract becomes excessively cumbersome;
- An exceptional change in circumstances occurs: (i) after the conclusion of the contract; (ii) the change could not reasonably have been taken into account by the debtor at the time of the conclusion of the contract; (iii) the risk of the change in circumstances was not assumed by the debtor and it could not reasonably be deemed to have assumed such risk;
- The debtor's obligation to perform his or her obligations would be "unfair";
- The debtor diligently attempted, within a reasonable time and in good faith, to negotiate a reasonable and fair adjustment of the contract.

It is worth mentioning that all the requirements provided by the new law for a debtor to benefit from a revision or termination of the contract under the hardship theory are subject to three limitations.

> "Before the NCC there were practically no judgments by which the courts amended contractual clauses or decided the termination of a contract on grounds of the hardship theory

Firstly, the court's intervention in an area that was previously the sole prerogative of the parties (i.e., to amend or terminate a contract due to a change in economic conditions) is limited to cases when the debtor's situation is seriously affected. This limitation is regulated by the NCC, according to which the debtor may claim hardship if fulfilling the terms of the contract has become excessively cumbersome and, consequently, the performance of such obligation by the debtor would be unjust.

Secondly, the law's intervention is confined to situations when the debtor's precarious position is due to circumstances that could not have been foreseen upon the signing of the contract.

Such limitations are meant to preclude the use of hardship as a pretext available to a party that wishes to exit a contract that is not as profitable as other business opportunities.→

Thus, the lawmakers' concern to prevent the abuse of the hardship concept by parties intending to get out of contracts that have become unfavorable due either to negligence in negotiating the clauses (i.e., although the effects on the debtor could have been foreseen, they were missed for lack of diligence) or by comparison with the alternatives existing on the market,

New case law on the applicability and non-applicability of the hardship theory will provide essential clarifications and interpretations on the stipulation of such preventive clauses, including the concept of exceptional circumstances likely to alter the contractual balance alternatives which do not result from exceptional circumstances occurring after the signing of the contract, could have been predicted and have not fundamentally disturbed the contractual balance.

Finally, the NCC also stipulates that, before filing legal action, the party must initiate negotiations with its co-contracting party for the adjustment of contractual provisions; this requirement is meant to ensure that the judge is the last resort to override a party's consent if the negotiations are not successful.

All the limitations described above are natural, as they are triggered by the need to maintain mechanisms for the amendment and termination of a contract subject to the agreement of the parties, but also by the need to prevent one of the parties from disrupting the contractual balance in the absence of economic changes that could not reasonably have been foreseen or that would have severely impacted on the financial situation of such party in performing its obligations.

Mention should also be made that the NCC takes a permissive view on the admission of parties' right to claim hardship, subject, however, to the parties' will.

More specifically, it follows from the current regulation that, if they wish to eliminate the possibility of court intervention at the request of one of the parties, to amend the contractual clauses or terminate the contract, the parties are free to stipulate provisions that will prevent any future such intervention.

These clauses preventing the claiming of hardship should state that the party agrees:

- To take into account that exceptional changes may occur in the circumstances on which the contract relied, which are beyond the parties' control and are likely to render such party's contractual obligations more cumbersome;
- To assume the risk of changes that could alter the equilibrium of the contract, with the consequence that it shall remain bound to fulfill its obligations, such as they have been undertaken, even when the performance thereof becomes cumbersome;
- To waive any right to resort to the court in order to adapt or terminate the contract due to exceptional circumstances occurring after the signing of the contract and negatively affecting the contractual balance.

New case law on the applicability and non-applicability of the hardship theory will provide essential clarifications and interpretations on the stipulation of such preventive clauses, including the concept of exceptional circumstances likely to alter the contractual balance.

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News and Views

- Breaking New Legal Ground. Romania's New Codes

Breaking New Legal Ground. Romania's New Codes

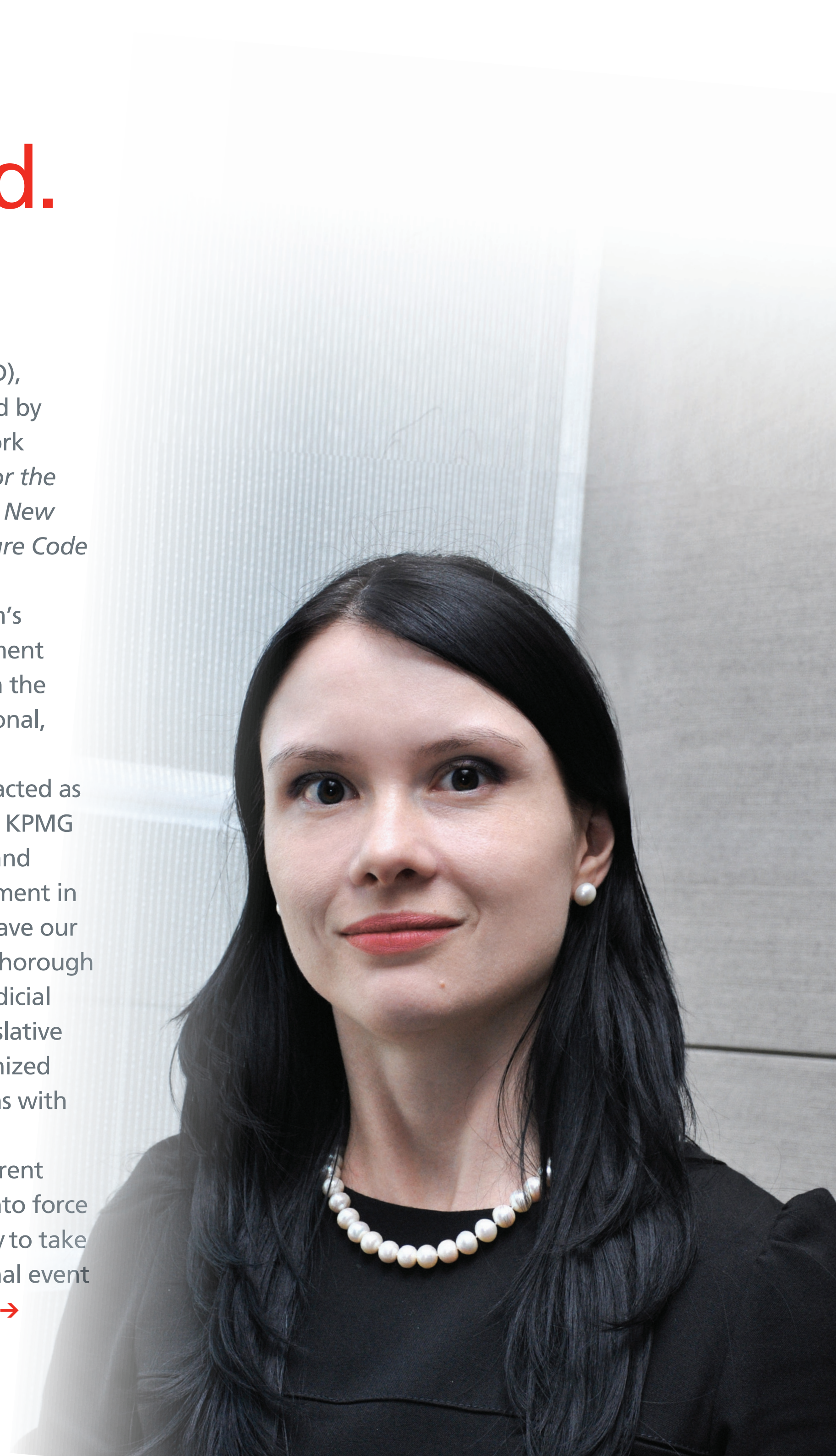
Arguably the most ambitious reform of the judicial system in modern times, Romania's New Codes are intended to bring further regulatory coherence, to modernize and render the system more efficient, in line with the current practices of the European Union and the requirements of the modern age.

The Civil Code, Criminal Code, Civil Procedure Code and Criminal Procedure Code that formed the basis of the modern Romanian legal system came into force in the nineteenth century, since when only minor (albeit significant) amendments have been made. These were mainly triggered by Romania's preparations for its accession to the European Union, as this required the alignment of Romanian legislation with European legal standards and the "acquis communautaire". Though various legislative amendments in numerous areas have been made, none has had the magnitude or importance of the project to enact the New Codes, which lays the groundwork for a judicial system that will help bring about a cleaner and more dynamic business environment.

Following a Quality and Cost-Based Selection (QCBS) process in accordance with the policies of the International Bank for Reconstruction and Development (IBRD), Țuca Zbârcea & Asociații was appointed by the Romanian Ministry of Justice to work on the project: *"Technical Assistance for the Preparation of the Enforcement of the New Civil Code, Criminal Code, Civil Procedure Code and Criminal Procedure Code"*.

Starting in September 2010, the firm's lawyers carried out an in-depth assessment of the impact of the new legislation on the Romanian justice system from institutional, human resources and fiscal/budgetary perspectives. Țuca Zbârcea & Asociații acted as the leader of a consortium made up of KPMG Romania, Hewitt Associates Sp. Z.o.o. and Gallup Organization Romania. Involvement in such a project of the first magnitude gave our team a rare opportunity to conduct a thorough assessment of all the newly codified judicial norms, and we proposed over 300 legislative amendments to these Codes and organized dozens of simulations and consultations with practitioners.

Furthermore, when it became apparent that the New Civil Code would enter into force by year-end, we seized the opportunity to take center stage and put together a national event to raise awareness of the new reforms.→



A conference entitled "Novelties Brought by the Civil Code. Influence on the Business Environment", attended by 300 participants, took place on the 11th of October in Bucharest. The event featured a roster of distinguished speakers, including high Government officials, university professors and representatives of the legal profession.

The focus was on *The New Civil Code and its impact on the execution of agreements; Major consequences of the amendments to the Civil Code; Intervention of the court in contractual relationships; Contractual and tort liability under the New Civil Code; Changes in the cancellation of agreements; Securing the obligations arising from financing agreements; Influences of the New Criminal Code on business law.*

Speakers at the event were: H.E. Cătălin Predoiu, Minister, Ministry of Justice; Alina Bica, State Secretary, Ministry of Justice; Gheorghe Florea, President, National Association of Romanian Bars; Flavius-Antonius Baias, Dean, Faculty of Law, University of Bucharest; Florentin Țuca, Managing Partner, Țuca Zbârcea & Asociații; Cornel Popa, Partner, Țuca Zbârcea & Asociații; Levana Zigmund, Partner, Țuca Zbârcea & Asociații; Christina Vlădescu, Partner, Țuca Zbârcea & Asociații; Mihai Dudoiu, Partner, Țuca Zbârcea & Asociații.

On the same occasion, Țuca Zbârcea & Asociații announced the launch of a dedicated web platform benefiting all legal practitioners – www.noulcodcivil.ro. The blog offers a practical approach to the legal issues potentially resulting from the interpretation and application of the New Civil Code, which entered into force on the 1st of October. It is another part of a wider-ranging initiative to familiarize practitioners with the new legal framework that is part of the reform of Romania's judiciary, which also comprises the adoption of a New Civil Procedure Code, New Criminal Code and New Criminal Procedure Code.

" www.noulcodcivil.ro offers a practical approach to the legal issues potentially resulting from the interpretation and application of the New Civil Code

From this standpoint, the noticeable increase in the number of judicial norms compared to the previous Civil Code will entail a demanding assimilation process for all those involved in the application process: lawyers, magistrates, public notaries, court bailiffs, mediators, insolvency practitioners and evaluators.

Launching a platform that meets the need for continuous learning and development could ultimately enable a dialogue and experience exchange between practitioners, starting with the actual problems that arise from daily activities in light of the new regulatory challenges.

"As we are expecting new regulations in civil and commercial law to be adopted, the main objective of www.noulcodcivil.ro is to analyze the newly codified regulations, principles and rules, especially those likely to generate problems when applied or non-unitary jurisprudence. The content on this website is offered for informational purposes only; it is not and should not be construed as legal advice," said Cornel Popa, Partner at Țuca Zbârcea & Asociații.

We hope that the subjects tackled will be of interest to you in what concerns the interpretation and application of the New Civil Code, and invite you to be a part of the www.noulcodcivil.ro online community by visiting us from time to time and perhaps adding your comments on the blog posts or sharing any suggestions as to how we can improve and enhance the site.

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/ **The materials included herein are prepared for the general information of our clients and other interested persons. They are not and should not be regarded as legal advice.**

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