



INTERNATIONAL CONFERENCE:

**“PERSPECTIVES OF BUSINESS LAW
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SECTION II - PRIVATE LAW

Friday, November 8, 2019

Room Robert Schuman, 2nd Floor, ASE main building – Ion N. Angelescu

Keynote speakers:

- Associate professor **Ana Vidat**, Bucharest University of Economic Studies
- Lecturer **Cristina Cojocaru**, Bucharest University of Economic Studies

! Each paper will be presented within 15 minutes

! Fiecare lucrare va fi prezentată în maxim 15 minute

**BULGARIAN PERSPECTIVES OF ABUSE OF RIGHTS IN LIGHTS OF THE DIRECTIVE 2011/7/EU
ON COMBATING LATE PAYMENT IN COMMERCIAL TRANSACTIONS**

Assistant professor Zhana KOLEVA
Plovdiv University "Paisiy Hilendarski", Bulgaria

Abstract

The subject matter of this research is the abuse of rights in context of the late payment in commercial transaction. The abuse of rights as a law concept is well known in continental law families dates back to ancient Roman law. Considering the vision of the Directive 2011/7/EU of the European Parliament and of the Council of 16 February 2011 on combating late payment in commercial transaction the Bulgarian legislation offers a new point of view of that concept which is currently been discussed in this article as a new law concept. That point of view has been considered by the author as an abuse of interests instead of abuse of rights. That vision was legislative introduced by the provisions of Art. 303a, paragraph 1-2 BCA and Art. 309a, paragraph 3 BCA in response to the requirement of *acquis communautaire*. As well as the abuse of interests is considered as a new law concept there is a necessity of a clear explanation of that notion and criteria for distinguish it from the old concept of the abuse of rights.

**EXEMPTION FROM LIABILITY ACCORDING TO THE ART. 79 OF THE CONVENTION ON
INTERNATIONAL SALE OF GOODS (CISG)**

PhD. student Tugce ORAL
Faculty of Law, Ankara University, Turkey

Abstract

Unlike other international documents with regards to international sale of goods, impediments providing an exemption from liability to the promisor are regulated broadly in Art. 79 of the CISG in order to ensure uniformity which is the main objective of the Convention. Within this framework, this paper first deals with the sphere of application of Art. 79 CISG followed by the prerequisites for exemption of liability under Art. 79. Evaluating the impediment in this context, it is discussed whether cases of



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hardship would benefit from the protection provided by the article along with cases of force majeure. Subsequently, liability for third persons, temporary impediments and consequences of exemption are analyzed.

XXXX/XXXX

**PERSONAL DATA PROTECTION AND LIABILITY
FOR DAMAGE IN THE FIELD OF THE INTERNET OF THINGS**

PhD. Kateryna NEKIT

National University "Odessa Law Academy", Ukraine

PhD. Denis KOLODIN

National University "Odessa Law Academy", Ukraine

PhD. Valentyn FEDOROV

National University "Odessa Law Academy", Ukraine

Abstract

The article analyzes the concept and legal issues of the Internet of Things to explore whether the existing legal framework is appropriate to deal with this new phenomenon. It examines the system of legal issues in the field of the Internet of Things and the ways of their solution. The attention is paid to the personal data protection issue. The conclusion is made about the necessity to ensure the realization of GDPR provisions concerning privacy outside the European Union, which is possible by the conclusion of international agreements with non-EU countries. The article also considers how it is possible to deal with damage caused by the Internet of Things. This takes into account conditions of compensation of damage caused by IoT devices. The necessity of self-regulation in the field of the Internet of Things for ensuring information security and preventing damage caused by the Internet of Things is emphasized. This would be possible in case of close cooperation between technology companies and civil society. Such an approach would minimize government intervention in this area, which would contribute to the rapid development of innovative technologies.

**LEGAL TREATMENT OF THE FRANCHISING CONTRACT
IN THE REPUBLIC OF NORTH MACEDONIA
AND THE REPUBLIC OF KOSOVO**

Professor Adnan JASHARI

South East European University, Tetovo, North Macedonia

PhD. Egzona OSMANAJ

South East European University, Tetovo, North Macedonia

Abstract

In this paper, franchise is treated as a way of transferring knowledge and experience as well as trademarks. The concept of exclusivity is most often defined as a method of marketing goods and services. Of course this kind of definition is insufficient. Franchising is more than a method of distribution, a specific way of financial impoverishment of meaning without an investment of its capital by the franchise. The business people franchising system gives the experience and the right approach to the methods and enables them to gain from the brand reputation that defined the reputation. This paper aims to highlight the importance of legal treatment, as the franchisor enables the legal circulation not only of goods and services but also of rights such as trademarks. The focus of legal treatment is on the Republic of Northern Macedonia and Kosovo. For these two countries I am also presenting franchise data. In this paper besides the historical aspect, I am also analyzing the legal sources related to franchising in the European Union. These two states have an obligation to bring their legal systems into line with those legal sources that apply to European Union law.



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THE CONTRACT OF TRANSPORTATION ACCORDING TO KOSOVO LEGISLATION

Assistant professor Majlinda BELEGU
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Abstract

The contract of transport is a contract based on which the transport of persons or goods is done from a place to the other place. This contract is one of the most important contracts. By this paper the conditions for concluding of this contract subjects of this contract, its characteristics, types of transport as well as the ways of termination of this contract, will be explained. The methods of systemic and comparison analysis will be used. Efforts will be made for analysis, comparison and interpretation of norms of transport generally as well as the transport of goods, specifically. In the contract of transport, the obligation of transporter is an obligation whose objective is achievement of determined result what he concretely is obliged to send to persons, undamaged or goods, passenger or the sender of goods. If the contract of transport is concluded, then are other transports different. Here there appear various types of contracting relations. With the transport of passengers in one side there is the subject that organizes journey (touristic agency) and the passenger, whereas with the contract of the transport of goods as parties could appear seller of goods and transporter or the creator of the item and the transporter.

**COMPATIBILITY OF THE AMENDMENTS MADE TO THE CIVIL PROCEDURE CODE,
BY LAW NO. 310/2018, REGARDING THE ENFORCEMENT CHALLENGE, WITH THE CASE LAW OF C.J.U.E.
IN THE MATTER OF ABUSIVE CLAUSES CONTAINED IN THE CREDIT AGREEMENTS**

Judge Radu Mihai NECULA
Prahova Court, Romania

Abstract

Having as a starting point the modifications brought by art. 713 para. (2) of the Civil Procedure Code, by Law no. 310/2018, in the sense of the impossibility of invoking some factual or legal reasons regarding the substance of the right contained in the enforceable title, in the event that the enforced execution is made under another enforceable title than a court decision, if the law provides in relation to that executory title a procedural way for its termination, including an action of common law, we consider that, in relation to the judgments given by the CJEU, especially in the analyzed matter, the impossibility of invoking the abusive character of some contractual clauses contained in a credit agreement is in conformity with the principles deduced from the case law of the CJEU.

**ASPECTS REGARDING THE NOTION OF PROFESSIONALS AND THE CLASSIFICATION OF
PROFESSIONALS**

Lecturer Ileana VOICA
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Abstract

The work summarizes the theoretical consequences of introducing the notion of "professional" in the New Civil Code. This notion outlines a new conception in the commercial or business law doctrine, being an effect of replacing the old term "trader" (natural person or legal person) used for a long time, not only by theoreticians, but also by practitioners with the complex term "professional trader". Thus, not only the notion of professional is of interest here, but also the classification of professionals. Moreover, with the entry into force of the New Civil Code, the old objective concept of defining commercialization, set by the old Commercial Code from 1887 (implicitly repealed by the New Civil Code, on October 1, 2011), was abandoned and a formal criteria was introduced, procedurally regarding the definition of commerciality (registration in the Trade Register of any professional trader, be it a natural person or a legal person).



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TRUST-MANAGEMENT AND ITS APPLICATIONS IN ROMANIAN LAW

PhD. student Duagi GUNAY

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Abstract

Trust-management represents, together with the trust-guarantee, the most used type of trust. This modality of trust has become the preferred way of using this institution in practice, a fact proved by the registrations in the National Register of Mobile Advertising. Moreover, this branch of the trust is in fact the archetype of this institution. The benefits of trust-management are numerous and were only partially discovered in the practice in Romania and through this study we want to highlight other benefits. Among the benefits of this type of trust with important implications in the civil circuit, we enumerate the possibility of entrusting a patrimonial mass to some professionals in view of the most efficient management of these goods, maximizing the profit generated by the trust mass without the impediments related to the formalities required for a mandate, overcoming the problems related to representation. to the beneficiary in the context of corporate, capital market or transaction transactions. As regards the practical applications of the guarantee-trust, they may come from various fields of civil law. Among the most used we list the following: shareholder management in a commercial company, real estate management, management of a trust consisting of financial assets, management of civil lawsuits, management of assets owned by foreign residents, business management, management of the assets of minors/incapable.

PRECARIOUS WORK – THE CHALLENGE FOR LABOUR LAW IN EUROPE

PhD. student Raluca ANDERCO

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Abstract

The main purpose of this article is to analyse the issue of precarious work in Europe, where the proliferation of the new types of employment without the whole spectrum of rights associated with the standard employment relationship has engendered considerable labour market fragmentation and social polarization. Precarious work poses unique challenges to the European social model of secure employment and decent social protection. To address these challenges, we seek to analyse the reasons for the spread of precarious work in various countries in Europe to explain the different types of precarious work and to make proposals to address the phenomenon through improved labour regulation and practice.

**RESPONSIBILITY OF THE ORGANIZING TRAVEL AGENCY FOR THE INADEQUATE PROVISION OF
TOURIST SERVICES**

Associate teacher Ilie DUMITRU

Bucharest University of Economic Studies, Romania

Abstract

The contractual relationship that is established between a travel agency and a tourist can take the form of either a contract for the sale of travel packages or a contract of tourist services, depending on its purpose. The obligations of the travel agency that sold a package of travel services or that are obliged to provide tourist services, as well as the sanctions applicable in case of failure to fulfill the obligations assumed, are established by a recent special law, which transposes a European directive. If we consider the relatively new character of this regulation that derogates from the common law, the particularities of the tourist services and the context of assuming their provision by the intermediary-tourism agency, as well as the lack of a consistent Romanian case law in this field, make it necessary to analyze the issue of civil sanctions applicable to the travel agency that does not fulfill its obligations. Our analysis will have a trilateral composition: legal, doctrinal and jurisprudential.



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EVALUATION OF THE DEBT'S GOODS IN THE INSOLVENCY PROCEDURE

Phd. Nicoleta ȚĂNDĂREANU

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Abstract

The present material aims to address some aspects related to the procedure of appointing the assessors and evaluating the assets of the insolvent debtor, at the different stages of the procedure. The evaluator in the insolvency proceedings must have the status of definitive and compatible insolvency practitioner, on the list of the National Union of Insolvency Practitioners in Romania, with the right to carry out expertise in the insolvency proceedings and as a member of the National Association of Romanian Appraisers. The evaluator must take into account the type of specific value in relation to the purpose pursued. Thus, the valuation of the assets brought as collateral, in order to prepare the definitive table of receivables, will have to take into account the market value, while the valuation of some goods for sale in order to obtain liquidity to cover the procedural expenses, including for the conservation of the assets. the debtor, or in order to liquidate the bankruptcy liability, will have to consider the liquidation value of them.

NON-COMPLIANCE OF THE LAW ON THE REMUNERATION WITH NON-DISCRIMINATORY DISPOSITIONS

Lecturer Dragoș Lucian RĂDULESCU

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Abstract

Discrimination in the legal employment relations represents the enforcement of differentiations regarding the rights of the employees, their non-acknowledgement resulting in a disuse of fundamental freedoms. The existence of discrimination is found to be a circumvention of the provisions of the protected criteria contained in the internal and international normative acts, in the sense of not recognizing the principle of equal treatment, by inducing direct or apparently neutral practices of restriction, by the removal of the use or exercise of the employees' rights in employment relations. The article details the phenomenon of wage discrimination in the legal employment relations, with reference to the application of the wage law in the case of civil servants, especially from the point of view of the contrary provisions regarding non-discrimination.

THE PROFESSIONAL ADEQUACY AND THE PERFORMANCE OF THE EMPLOYEE. DIFFERENCES AND SIMILARITIES

PhD. student Ioana Cristina CRISTESCU

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Abstract

The career path of the employee is complex and not without risks. Thus, achieving performance becomes the very reason for establishing individual employment relationships, as they determine the collective performance of the organization and determine the success of the business. Therefore, the concern for performance is present at all times preceding the employment, during the probation period and during the execution of the individual employment agreement and culminates with the solution of a supreme dilemma when dismissing for professional inadequacy. The Labor Code itself requires various interpretations and clarifications in order to be able to transpose the concepts regarding employee performance. Therefore, the present study critically examines the doctrine in the matter, compares the legal texts and interpretation solutions of the courts and applies the common sense of human resources management to discern the way to be followed where the legislator is silent. Thus, the conclusion is clear that at all stages of the employment relationship the employer has in view the performance of the employee, but the objectives, criteria, methods of assessment and measurement are different, depending on the purpose of its evaluation and legal consequences and from the perspective of human resources management. The result of this study is a set of benchmarks regarding the evaluation of the performance and the evaluation of the professional adequacy, the interferences and delimitations between them and other related institutions, interpreted in a multidisciplinary context.



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CONSIDERATIONS CONCERNING THE DISSOLUTION OF COMPANIES

Lecturer Ana-Maria LUPULESCU

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Abstract

The dissolution ends the existence of the company, representing the first stage of this process. Once dissolved, the company survives only for the needs of its liquidation, and upon completion of these liquidation operations, its existence ceases permanently. Similar to its setting-up, the termination of the existence of the company is a process that lasts in time, having a variable duration, in order to carry out operations that are indispensable in order to put an end to the existence of the entity created by the company contract. The dissolution, followed generally by liquidation, does not apply only in relation to the termination of the existence of companies having legal personality. On the contrary, the cessation of companies without legal personality implies the same process. Therefore, the dissolution is not necessarily related to the legal personality of the company. Moreover, even in the case of companies having legal personality, the dissolution does not, by itself, lead to the end of the legal person, because this one survives, but in another, more restricted form, limited to the performance of the liquidation operations. The present paper does not intend to analyze, in an exhaustive manner, the matter of the dissolution of companies, but only to emphasize some aspects which may be relevant both for theoreticians of law, but also for practitioners. This analysis is particularly useful in the context in which a certain conceptual and terminological inconsistency can be noticed between the regulation contained in the Civil Code and the one provided by the special laws on companies.

**CROSS-BORDER MERGER. ANALYSIS
OF COMPARATIVE LAW**

Professor Silvia Lucia CRISTEA

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Abstract

The study presents some considerations regarding the merger of companies (section 1.1), then includes the union provisions in the matter of mergers (section 1.2), the Romanian regulation in the matter (section 1.3) and the comparative analysis of the Romanian regulation with the union one, with proposals of law *ferenda* (section .2). / Abstract: The study presents some considerations regarding the merger of companies (section 1.1), then includes the union provisions in the matter of mergers (section 1.2), the Romanian regulation in the matter (section 1.3) and the comparative analysis of the Romanian regulation with the European Union one, with proposals for law *ferenda* (section .2).

UZUCAPION IN CONJUNCTION WITH THE PARTIAL ABSOLUTE NULLITY OF THE TITLE OF PROPERTY

Professor Ileana CONSTANTINESCU

Bucharest University of Economic Studies, Romania

Lecturer Adriana MOȚATU

Bucharest University of Economic Studies, Romania

Abstract

Our objectives are to present a case study of a piece of land owned in adverse possession, with the surface of 200 sm situated in Bucharest, although occupied for more than 28 years, which was the subject of a trial for adverse possession, this trial was lost on the merits, appeal and second appeal. Parallel with the promotion of the extraordinary way of attack of the revision, it promoted in the court a case for the absolute partial nullity of the title of property issue on the name of another person, a year before this title of property was obtained, this person sold the land to her son during the process of adverse possession performance. This case study shows that, by the partial absolute nullity of the title of property, the first owner runs the risk to lose 200 sm of the title of property, all the subsequent documents being under nullity, not valid anymore. The research method used was the study of some passed judicial resolutions, of a title of property and some sales-purchase contract. The results of the research led us to the conclusion that the court in Romania was correct when it allowed that the City Hall send the file to the



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court, the administrative file which was at the base of issuing the title of property according to law 18/1991. The results of the study show that in this case irregularities were done as far as the issuance of the title of property is concerned, considering that there were no proofs before 1989 for the given title of property. Our study implications are done in the sense of a more attentive check of the authorities in order to issue the title of property and their validity.

LESION IN CONTRACTS BETWEEN PROFESSIONALS

PhD. student Eugen SÂRBU

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Abstract

The current study aims to bring to the foreground a practical perception of lesion, both as a vice of consent and as a mechanism for balancing a contract, by putting this institution in the context of modern economic reality. Section I offers a short historical analysis of lesion in Romanian law, presenting the innovation brought by the Civil Code in force and the applicability of lesion in professional relationships. Section II aims to explain the particularities of this vice of consent regarded as a contractual imbalance. Section III offers an analysis of the conditions of existence of lesion, by contextualizing them in relations between professionals. Section IV introduces an analysis of the way in which the institution of lesion, when correctly put into practice by the interpreter of the law, could influence business actors when making decisions in the phase of concluding the contract. Section V refers to the application of lesion by courts and to the effects produced by this institution.

LEGAL CONDITIONS OF THE UNUSUAL TERMS

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Abstract

The institution of unusual clauses is a relatively new institution in the Romanian civil law, which has generated different interpretations in practice and in doctrine and which is aimed at preventing imbalances caused by the use of standardized clauses. The standard terms serve the interests of the proposing party, setting out important aspects in the contractual relationship that is formed. They tend to change the contractual balance toward which each type of contract regulated by the legislator is approaching. This article analyses in what manner the relations between the parties are unbalanced and what risks the use of standard clauses, which place one of the parties in a dominant position, shall entail. In particular, we will analyze (I) where the Romanian legislator was inspired to regulate the non-common clauses, (II) the conditions for a clause to be qualified as non-usual, (III) what penalty occurs in the event of non-compliance with the legal provisions on uncommon clauses, (IV) how we can derogate from the effect of the clauses, making them effective and holding the parties to perform that clause.

**THE IMPACT OF ACT NO. 129/2019 FOR THE PREVENTION AND COMBATING OF MONEY LAUNDERING
AND TERRORIST FINANCING ON THE FUNCTIONING OF CIVIL SOCIETY**

PhD. student Loredana COSTINA

Bucharest University of Economic Studies, Romania

Abstract

This article deals with the impact of Act no. 129/2019 for the prevention and combating of money laundering and terrorist financing on the functioning of civil society, analyzing in particular the impact of the new provisions in the matter of preventing and combating money laundering and terrorist financing on the rules of incorporating associations and foundations and on their reporting activity of the ultimate beneficial owner. The article focuses on the analysis of the changes made to the Government Ordinance no. 26/2000 on associations and foundations, which sets new rules regarding the incorporation and functioning of NGOs, taking into account the new rules imposed by Act no. 129/2019 and also deals with the problem of identifying the ultimate beneficial owner of an association and foundation, an aspect that has generated numerous reactions at the level of civil society,



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analyzing at the same time how the Act no. 129/2019 transposed the provisions of the Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing and the opportunity of the sanctions provided for the non-observance of the law provisions by the associations and foundations.

VIOLATION OF MINORITY SHAREHOLDER RIGHTS. ANALYSIS ON THE MANDATORY TAKEOVER BID

Lecturer Marius Cristian MILOȘ

*Faculty of Economics and Business Administration,
West University of Timișoara, Romania*

PhD. Laura Raisa MILOȘ

*Faculty of Economics and Business Administration,
West University of Timișoara, Romania*

Abstract

The mandatory takeover bid is seen by the legislator as a way of protecting minority shareholders, by making the intention of control of the shareholders reaching a certain threshold more transparent, granting the minority shareholders an exit right from the company, if this is considered appropriate by them, as well as the opportunity of not remaining trapped in a company whose evolution cannot be anymore influenced in any way. The objective of this paper is realizing a comparative analysis at the European level regarding the mandatory takeover bid, by assessing the stock market regulations that stipulate such a provision, the existing similarities, respectively differences between the European Union member states regarding the application of this provision. Last, but not least, on the basis of Romanian jurisprudence, there are debated the sentences given in the lawsuits that had to deal with the violation of minority shareholder rights of being protected by a mandatory takeover bid. As a result of this study, we can conclude that the existence of the provision regarding the mandatory takeover bid in the legislation of some EU countries (including Romania) has positive consequences for the protection of minority shareholder rights, contributing to the overall growth of the stock markets.

**THE ADMINISTRATOR – REPRESENTATIVE OR EMPLOYEE OF THE LIMITED LIABILITY COMPANY.
ASPECTS
OF COMPARATIVE LAW**

Lecturer Olga-Andreea URDA

“Alexandru-Ioan Cuza” University of Iasi, Romania

Abstract

It has been frequently analyzed, in the doctrine and practice of commercial law, whether it is opportune to conclude an individual employment contract between the administrator and the limited liability company or a mandate contract. In the context of the free movement of persons in the Member States of the European Union, we consider that it is necessary to have a comparative analysis of company law, especially in the particular matter of the administrator-society relationship. The present study proposes an analysis of compared law between the provisions of Romanian law and those of French law regarding the management of contracts that may intervene between the administrator and the company. Thus, the difficulties related to determining the possibility or not of the administrator to conclude an individual employment contract with the limited liability company can find their solution through a mirror analysis of another legislative model.



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MUTUAL INSURANCE COMPANIES

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Assistant professor **Gabriela FIERBINȚEANU**

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Abstract

The adoption of Law no. 71/2019 regarding the mutual insurance companies and for the modification and completion of some normative acts regulated a new category of legal persons and, implicitly, as the title of the law also suggests, a new category of insurers. Our legislative system thus aligns with the European systems that have long implemented this form of society, even in the organic regulations (France, the Insurance Code, Italy, the Civil Code and the Insurance Code, etc.). As a structure, the mutual society is organized and operates on the legal form of the joint stock companies, presenting certain particularities that configure their autonomy and substantiate their existence. Mutual insurance companies are designed as alternatives to the classic insurance companies whose main purpose is to facilitate access to insurance activities and to involve the insured in the process of managing the company. The members acquire a double quality, of associates of the mutual society and of insured, consumers of the insurance products that their own company practices. The contributions of the associates, as equivalent of the specific contributions of the commercial companies, contribute to the formation of the mutual fund, but they also have the legal nature of the insurance premiums, as a price of the insurance products they benefit from. From this perspective, the main advantage presented by the mutual insurance company is that, a prudent and correct management (in which the insured in their double quality as associates are involved), relieves the associated insured of the contributions (payment of the premiums), especially in those areas where the injury rate is low, as is the case with professional insurance. The mutual insurance company is thus seen as a true vehicle for the recovery of the insurance portfolio and a real competitor of the profile companies, ensuring the transparency of the insurance operations and the participation of the insured in the efficient use of the company's resources.

WORKERS' RIGHTS. A NEW PERSPECTIVE

Professor Raluca DIMITRIU

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Abstract

What will be the effects of the current trend in Labour Law of emancipation from the constraints of contractualism? Could the worker be regarded as other than a contracting party and his/her actions be addressed beyond purely contractual rights and obligations? The worker does not limit himself/herself today to the performance of the work tasks, but acts as a citizen in the workplace; it is a reality calling for new theoretical approaches, away from the contractual constraints. The individualization of labour law appears as the result of the evolution of the rules of labour law, which contributes to promoting the figure of each employee as an independent and unique human being. This paradigm shift also generates changes in the relationship between labour law and human rights protection; none of the two being currently estranged from the orientation towards the individual (and not to the collectivity). Labour law cannot resist to post-modern, individual - centered approaches that shift the focus from the group – to persons, recognizing (and celebrating) the uniqueness of each of them. The paper offers an approach to the rights of the worker from the perspective of human rights, by investigating the advantages and disadvantages of such an extension. It seeks to identify the obstacles between the two categories of rights and the extent to which they could be overcome.

SPECIFIC ISSUES REGARDING COMMERCIAL ARBITRATION WITH STATES AND STATE ENTITIES

Associate professor Crenguța LEAUA

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Abstract

International arbitration involving states and state entities is usually approached from the perspective of investment arbitration based on investment protection treaties. The purpose of this paper is to analyse the situation of international commercial



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arbitration with such entities, a topic which is rewarded usually with less attention from in the legal literature. Particular features of international commercial arbitration involving state and state entities (agencies or state owned companies) may be found in various situations. Examples of such features may refer to the drafting and negotiation of the arbitration agreements, the independence and impartiality of arbitrators, the possible objection on jurisdiction, the rules of arbitration and the importance of transparency in the arbitral proceedings. This study is a comparative analysis of the features of international commercial arbitration involving states and state entities, focusing international treaties and work of international organisations, the development of the arbitration rules and practice of various arbitral institutions, as well as the guidelines and the recommendations of various professional organisations active in international arbitration.

**THE RIGHT OF REPLY FROM A MEASURE FOR RESTORING THE RIGHT TO A
PERSONALITY RIGHT**

PhD. student Maria Irina BUDICĂ-IACOB (IACOB)
Faculty of Law, University of Craiova, Romania

Abstract

The right to dignity is fundamentally linked to the human being. Any breach thereof must give the holder the opportunity to repair the prejudice caused. Most of the time the prejudice is primarily non-patrimonial, which makes it more difficult to remedy. The right of reply gives the interested party a non-patrimonial remedy of the dignity through the possibility of restoring his/her reputation by presenting his/her variant of truth. The purpose of this paper is to highlight the importance of granting the right of reply in the shortest possible time and through the fastest possible means, including through provisional measures. Its recognition at the legislative level only in the field of audiovisual communications is not sufficient, but may represent a starting point for its extension in the civil law. The lack of an express regulation in civil matter does not, however, impede its granting, but the observance of some conditions specific to the civil means of protection of the personality rights is required, and the time elapsed until its exercise is longer and the reply may become inconsiderable. Reparation by equivalent cannot fully restore the right to dignity, which is why the legislative recognition in civil law of the right of reply is required as a personality right in the interest of the individual's self-determination regarding the public presentation of his/her person.

DISCRIMINATION ON GROUNDS OF AGE

Lecturer Felicia BEJAN
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Abstract

The terms "demographic bomb" or the imminent "earthquake of the ages" describe one of the key contemporary challenges: the simultaneity of the process of decline and the aging of the population with that of decreasing the birth rate and increasing longevity, a reality that makes the interest for the problematic. age discrimination should be an important one. The paper aims to carry out an analysis of the current national regulations regarding non-discrimination of young people and seniors and to identify solutions to strengthen their protection.

THE ATTRIBUTIONS OF THE FAMILY COUNCIL

PhD. student Mihai Adrian DAMIAN
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Abstract

The Civil Code provides for the attributions for the family council a framework provision which is comprised in one article, namely Art 130. The legal text is complex, being structured of 4 paragraphs creating an image of ensemble over the role fulfilled by this guardianship organ, as well as over its specific means of functioning. The current paper aims to approach this issue starting from this framework regulation, but in the same time to consider each legal provision through which the legislator sets



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tasks for the family council converging towards its role of supervision of the guardianship. In this section we shall debate upon the first three paragraphs of Art 130 of the Civil Code, whose marginal name is “Attributions” and which contains provisions related to the type of the documents which could be issued by the family council and the procedure for their adoption. Beside the competence attributed by the legislator in order to issue advisory opinions and decisions for the cases in which are necessary according to the law, the family council may stand in justice as plaintiff for the litigations for which the Code states his active procedural quality.

**PARTICULARITIES REGARDING THE DISSOLUTION
OF NON-BANKING FINANCIAL INSTITUTIONS**

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Abstract

This paper deals with a fundamental aspect of the legal framework of companies, i.e. the end of the existence of companies, by dissolution and liquidation. We consider that tackling such a topic is very current and fully justified theoretically and practically. Companies reflect the evolution of the society in which they coexist, being undeniably linked to the economic life of civil society. Similar to natural persons, legal persons are born, they carry out their social life according to the purpose for which they were created and disappear through dissolution and liquidation. The presentness of this paper results, thus, not only from the fact that the existence of companies as “engines” of social life affects the entire civil society, but also from the fact that, in the current economic context, the study of companies’ operations of dissolution and liquidation is extremely appropriate for legal practitioners and others.

INITIATION OF INSOLVENCY PROCEEDINGS AND ITS EFFECTS IN ROMANIAN LAW

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Abstract

Under Romanian law, insolvency shall be initiated at the request of the persons entitled, usually the debtor or the creditor. After checking the fulfilment of the legal conditions, the syndic judge will order the opening of insolvency proceedings as well as the measures to be taken to know precisely the financial situation of the debtor, the causes that led to the situation of insolvency and the way forward, ie the general or simplified procedure. The judicial administrator draws up a report on the basis of which the syndic judge shall decide either the continuation of the general procedure in order to observe the chances of recovery of the debtor on the basis of a reorganisation plan or the transition to the simplified procedure: the bankruptcy procedure. In the first case – that of the general procedure – a reorganisation plan will be applied, leading to the improvement of the debtor's activity and the payment of the debts to its creditors; in the second case, there are some steps that will lead to the liquidation of the debtor's estate to cover the claims of the creditors. Without claiming to analyse the topic extensively, the article aims to underline the most important aspects about entering the insolvency procedure, combining the theoretical notions with practical aspects.

INTERNATIONAL TRANSPORTATION OF FREIGHT RAIL

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Abstract

The international law applicable to international rail transport is the Convention on International Rail Transport (“COTIF”). According to art. 140 of Law no. 71/2011 for the implementation of Law no. 287/2009 regarding the Civil Code, “the provisions of the international acts ratified by Romania in the field of transport prevail over the provisions of the Civil Code”. Although COTIF was ratified by Romania and entered into force on July 1, 1985, subsequently, by the unique article of Law 309/2007,



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our country declares that it does not apply the Uniform Rules regarding the Contract for the use of infrastructure in international rail traffic (CUI).), The uniform rules regarding the validation of the technical norms and the adoption of the uniform technical prescriptions applicable to the railway material to be used in international traffic (APTU) and the uniform rules regarding the technical admission of the railway material to be used in international traffic (ATMF), contained in appendix E , F and G, respectively, to the Convention on International Rail Transport (COTIF).

**CONSIDERATIONS REGARDING THE MEANING OF THE CONCEPT OF "WORKING TIME"
IN THE LIGHT OF THE RECENT CASE LAW OF THE CJEU**

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Abstract

In a series of rulings on preliminary questions, the Court of Justice of the European Union has interpreted the notion of "working time" as well as the "rest period", as defined by Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 on certain aspects of the organization of working time. The aim of the Directive is to guarantee some higher protection workers' of safety and health, providing a series of minimum rules. Regarding these European rules, the CJEU had to decide on some preliminary questions. The present study aims to highlight some of these decisions and their impact on the practice of labor relations. The national court, in solving a conflict regarding the calculation of the working time performed by an employee, will have the obligation to verify the incidence of the decisions passed by the European Court on the matter and, subsequently, to apply them for the factual situation to solve. Indirectly, employers have to take into account the solutions of the European court.

CONSIDERATIONS REGARDING WORK AT HOME AND TELEWORKING

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Abstract

The Romanian legislation contains separate regulations regarding work at home and teleworking. But is unitary regulation possible? This paper aims to provide an answer to this question both from the perspective of the provisions contained in the national legislation and from the perspective of the comparative law.

**DIFFICULTIES IN THE PROCESS OF RETURNING THE EMPLOYMENT MARKET AFTER THE END
OF THE CHILD-RAISING LEAVE**

Associate professor Ana VIDAT

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Abstract

Child-raising leave is a right conferred by applicable law; however, in many cases, exercising this right can lead to a career break, in the vocational training, in the process of reintegrating into the group the employee who returns to work at the end of 2/3 years.