

**INTERNATIONAL CONFERENCE:
“PERSPECTIVES OF BUSINESS LAW
IN THE THIRD MILLENIUM”**

www.businesslawconference.ro
- Fourteenth Edition, November 15, 2024 -

SECTION II - PRIVATE LAW

Friday, November 15, 2024

ONLINE ON ZOOM

Moderator:

Lecturer **Cristina Cojocaru**, Faculty of Law, Bucharest University of Economic Studies

! Each paper will be presented within 15 minutes

! Fiecare lucrare va fi prezentată în maxim 15 minute

**INTERNATIONAL CONFERENCE:
“PERSPECTIVES OF BUSINESS LAW
IN THE THIRD MILLENNIUM”**

www.businesslawconference.ro
- Fourteenth Edition, November 15, 2024 -

SCIENTIFIC PAPERS

Time interval:

10.00 - 11.00

THE LEGAL INFLUENCE OF ARTIFICIAL INTELLIGENCE ON INTELLECTUAL PROPERTY RIGHTS: A COMPARATIVE APPROACH

Full professor **Adnan JASHARI**

Faculty of Law of Tetovo, South East European University (SEEU), Republic of North Macedonia

Assistant professor **Albana METAJ-STOJANOVA**

Faculty of Law of Tetovo, South East European University (SEEU), Republic of North Macedonia

PhD. candidate **Stefani STOJCHEVSKA**

Faculty of Law of Tetovo, South East European University (SEEU), Republic of North Macedonia

Abstract

This paper analyzes the influence of artificial intelligence (AI) on intellectual property rights (IPRs), as well as the evolutionary effects which occur as a result of such influence. This paper begins by exploring the historical development of IPRs and the evolution of AI, with particular reference to AI-influenced growing copyrighted works, its role in patent innovation, and its impact on trademarks. The comparative evaluation of international jurisprudence regarding some of the most relevant and contemporary cases which include *Thaler v. Hirshfeld*, the copyright lawsuits of major record labels in the music industry and the controversy with Google's *Project Nightingale*, simultaneously tend to reveal a range of legal responses to these increasing challenges. The paper similarly addresses the ethical implications and issues which occur from the influence of AI in the field of IP, based on which there is a need for reforms in the legal framework for the protection of IPRs. Through this comprehensive analysis, looking forward to future legal trends, recommendations are proposed.

A FEW NOTES ON THE (IM)PERFECTION OF LEGAL EASEMENTS

Professor **Tomáš PERÁČEK**

Faculty of Management, Comenius University Bratislava, Slovak Republic

PhD. student **Michal KAŠŠAJ**

Faculty of Management, Comenius University Bratislava, Slovak Republic

Abstract

The main goal of our scientific study is an up-to-date analysis of the issue of statutory or otherwise called legal encumbrances. By this term we understand the limitations of property rights that arise directly from the law. This means that even the possible disagreement of the owner of the property in question is irrelevant. The partial

**INTERNATIONAL CONFERENCE:
“PERSPECTIVES OF BUSINESS LAW
IN THE THIRD MILLENIUM”**

www.businesslawconference.ro

- Fourteenth Edition, November 15, 2024 -

goal is to provide basic information about this institute, which has its basis in the Civil Code. Based on the provisions of the Civil Code as the *lex generalis* of private law in the Slovak Republic, we apply several scientific research methods such as analysis, synthesis, description in order to achieve the goal. Since legal encumbrances are an issue that is addressed more marginally than systemically, we decided to fill this gap. Our scientific study is divided into several logically connected chapters. In addition to general information about easements, our attention is focused on legal easements, which represent only a minimally researched area of research. The result of our research is the identification of legislative shortcomings and associated proposals for solutions that could also be applied in practice.

**EXPLORING THE DISTRESSED ASSETS MERGER AND ACQUISITION IN INDIA UNDER
THE INSOLVENCY AND BANKRUPTCY CODE**

Assistant professor **Amit Kumar KASHYAP**

Centre for Corporate Law Studies, Institute of Law, Nirma University, Ahmedabad, India

Student **Milan Prajapati**

Institute of Law, Nirma University, Ahmedabad, India

Abstract

This paper examines the legal elements of distressed asset merger and acquisition (M&A) transactions in India, highlighting the specific risks and difficulties involved. Distressed asset deals need a strategic knowledge of the deal's worth, a focus on avoiding target company meltdowns during the sale, and immediate action to offset possible reputational harm. The implementation of the Insolvency and Bankruptcy Code (IBC) in India has significantly altered the landscape, transforming distressed assets from being disregarded by investors to becoming a genuinely beneficial investment opportunity. The IBC has played a pivotal role in alleviating challenges associated with banks' balance sheets, fostering the reallocation of capital for more efficient use. The study explores how the time-bound procedures mandated by the IBC have expedited the resolution process, enabled successful distressed asset acquisitions and contributed to the overall efficiency of capital deployment in the Indian market. The adoption of the Insolvency and Bankruptcy Code (IBC) in India has substantially transformed the environment, changing distressed assets from an afterthought by investors into a legitimate investment opportunity. The IBC has played a critical role in addressing difficulties related with banks' balance sheets, promoting capital reallocation for more efficient usage. The research looks at how the IBC's time-bound processes have accelerated the resolution process, allowing for successful distressed asset purchases and adding to the overall efficiency of capital deployment in the Indian market.

**INTERNATIONAL CONFERENCE:
“PERSPECTIVES OF BUSINESS LAW
IN THE THIRD MILLENNIUM”**

www.businesslawconference.ro

- Fourteenth Edition, November 15, 2024 -

**HUNGARIAN FAMILY ENTERPRISES AND FAMILY FARMS IN THE FRAME OF
CORPORATE SOCIAL RESPONSIBILITY**

XAT.COM

PhD. János DÚL

Ludovika University of Public Service, Budapest, Hungary

Professor **Tekla PAPP**

Ludovika University of Public Service, Budapest, Hungary

PhD. **Béla CSITEI**

Ludovika University of Public Service, Budapest, Hungary

Abstract

This study attempts to describe the legislative trends in the European Union and Hungary aimed at forcing enterprises to achieve social and green goals, among other things. From this viewpoint Corporate Social Responsibility (CSR), Environmental Social Governance (ESG), Corporate Governance (CG), Sustainable Finance (SF) and Corporate Purpose (CP) play important roles in the operation of enterprises, especially those of a family nature. These instruments may involve a major change in approach, whereby market participants have to consider not only profit, but also other aspects that they might not otherwise have taken into account. Our focus is on family enterprises, as they are inherently more sensitive to social objectives, and we examine them as a concept and their relationship with CSR at the European Union and national (Hungary) levels. We also deal with agricultural issues, in particular succession difficulties, which are mainly linked to family farms. Throughout this paper, we examine the extent to which the provisions of EU regulations are enforced in Hungary, and how Hungarian law seeks to facilitate the realisation of CSR objectives.

Time interval:

11.00 - 12.00

**COMPARATIVE STUDY OF VOYAGE CHARTERPARTIES IN DRY AND LIQUID
BULK MARKETS**

Assistant professor Ioannis Voudouris

Frederick University, Cyprus

Assistant professor Evi Plomaritou

Frederick University, Cyprus

Abstract

This research paper examines the contractual and legal framework of voyage charterparties in maritime commerce. A charterparty, being a legally binding agreement between shipowner and charterer, serves as a cornerstone of international shipping trade. The study presents a comprehensive clause analysis of dry and liquid voyage charterparties, including their types, content, clauses, and governing legal principles. The research begins

**INTERNATIONAL CONFERENCE:
“PERSPECTIVES OF BUSINESS LAW
IN THE THIRD MILLENNIUM”**

www.businesslawconference.ro

- Fourteenth Edition, November 15, 2024 -

with a review of the usual charter categories (voyage, time, bareboat, and contract of affreightment), followed by an examination of voyage charter's clauses and compares the clauses in the prevalent voyage charterparty forms, with particular focus on two industry-standard contracts: The GENCON and TANKERVOY. These charterparties, developed by the maritime organisations of BIMCO and INTERTANKO, are extensively used in dry bulk and liquid bulk cargo markets respectively. Through detailed examination of common terms and clauses of these contracts, this research makes an original contribution to maritime commercial law literature as it offers valuable insights into the contemporary chartering practices and their adaptation to modern shipping market requirements.

**LEGAL NATURE OF CRYPTOCURRENCIES IN COMPARATIVE LAW, USE OF THEM IN
CONTRACTS AND FOR PERFORMANCE PURPOSES AND INVESTING
CRYPTOCURRENCIES IN COMMERCIAL COMPANIES
AS SHARE CAPITAL IN TURKISH LAW**

Associate professor **Tuğçe ORAL**
Faculty of Law, Ankara University, Turkey

Abstract

Due to the advancement of technology and the lack of trust in the market and regulatory architecture by financial actors' global economy is transitioning into a digital way and cryptocurrencies are gaining importance. In this article, I begin by focusing on why cryptocurrencies are needed worldwide and tried to understand why people do not trust markets under state guarantee but prefer cryptocurrencies. Secondly, I analyzed the legal nature of cryptocurrencies in Turkish law and comparative legal systems. In particular, I will examine the legal systems of Switzerland, Germany, Japan, the Netherlands, Italy, Spain, Russia and China. Although I determined that cryptocurrencies have the nature of money in some legal systems, I deduced that they are not accepted as money in most of the legal systems and therefore cannot be subject to payments. Finally, and on the basis of the conclusion reached under the previous section, I will deal with the question whether cryptocurrencies can be used as consideration and for the purpose of performance in Turkish law by the evaluating special regulations about cryptocurrencies. In addition, I discussed whether cryptocurrencies can be invested in commercial companies as share capital.

**REFLECTIONS ON THE REFORM OF COMPANY LAW IN GEORGIA AND THE
NEW LAW ON ENTREPRENEURS**

Associate professor **Altan Fahri GÜLERCI**
Afyon Kocatepe University, Turkey

Abstract

After gaining independence in 1991, Georgia adopted the Continental European legal system. The fact that classical Georgian law bears traces of Roman-Byzantine law significantly influenced this adaptation. However, in terms of company law regulations, it is seen that Georgia has a deep interaction with the Anglo-Saxon legal system. Indeed, Georgia is shaping its company law regulations to attract foreign direct investors to the country. Therefore, the country has undergone a deregulation process in the field of company law. In this process, Georgian company law has been deeply influenced by the Anglo-Saxon legal system, particularly the US law. However, this process entered a different phase with the signing of the Association Agreement between the European Union and the Georgia in 2016. With this agreement, Georgia undertook to harmonize its domestic law with the EU *acquis communautaire*. Within the scope of this commitment, a code called "Georgian Code on Entrepreneurs",

**INTERNATIONAL CONFERENCE:
“PERSPECTIVES OF BUSINESS LAW
IN THE THIRD MILLENIUM”**

www.businesslawconference.ro
- Fourteenth Edition, November 15, 2024 -

which contains provisions in the fields of companies law and business enterprise law, was adopted in 2021, and the said Code entered into force in 2022. With this new Code, Georgia's deregulation period seems to have ended. However, it should be noted that the new Code contains many remarkable provisions. In this study, important developments in Georgian company law after gaining Georgian independence and the current situation of the company law will be analyzed. In addition, the Georgian Code on Entrepreneurs will be subjected to a short and descriptive review.

JOINT CONTROLLERSHIP AND LIABILITY OF JOINT CONTROLLERS

Assistant professor **Ayça ZORLUOĞLU YILMAZ**
Faculty of Law, Hacettepe University, Ankara, Turkey

Abstract

This article explores the concept of joint controllership and the liability regime of joint controllers. In the current era, the importance of personal data is increasing and these personal data are processed and determined by more and more people with common purposes and means. This situation also gives rise to the concept of joint controllership. When personal data is processed, the issue of who will be liable for which damage and to what extent in the event of damage to the data subject has gained importance. For this reason, the issue of liability of joint controllers should be emphasized. This article thus consists of four main sections. The first section presents the historical background of the concept of joint controllership. The second section comprehensively outlines the definition of joint controllership by considering the relevant CJEU decisions on the subject. The third section explores the responsibilities of joint controllers. The fourth section sketches and discusses the liability of joint controllers. The liability of the joint controller, which has minimal fault in the occurrence of the damage and occupies a very small place in the balance of power compared to the other joint controllers, has also been evaluated.

Time interval:
12.00 - 13.00

TERMINATION OF MAINTENANCE AGREEMENT

Lecturer **Liliana NICULESCU**
Faculty of Law and Administrative Sciences, „Dunarea de Jos” University of Galati, Romania

Abstract

With a simple definition of the maintenance contract, we can see that this agreement represents, under the control of the regulations of the old jurisprudence and established doctrines, an anticipated sale with a special characteristic: the obligation to pay for the purchased asset begins at the end of the contract and is terminated at the death of the alienator. Taking into account the evolution of our society, the care contract embodies a special solution for both the caregiver and the cared for. For custodians, this represents the opportunity for an initial alternative to

**INTERNATIONAL CONFERENCE:
“PERSPECTIVES OF BUSINESS LAW
IN THE THIRD MILLENNIUM”**

www.businesslawconference.ro

- Fourteenth Edition, November 15, 2024 -

traditional investments. We can identify benefits such as: the lack of guarantees necessary to ensure the fulfillment of the obligation, the payment of a contribution in kind representing a low value by reference to the value of the distribution of the property right, the possession (usually) of a property that represents a perpetual investment, the expression of an option and a full knowledge of the good. As for the addict, he has a complementary way to ensure his health, to maintain the material and social status of his normal life. Also, by freeing up its own financial resources dedicated to maintenance, this contracting party can aim for the rapid realization of some personal projects or to bear more easily some difficult moments (chronic diseases, hospitalization, fatigue, etc.). Ultimately, compliance is tax-free income. Even considering only this overall analysis of the benefits of executing a maintenance agreement, the unique value of this contractual instrument is evident in the conditions of economic and social life here.

**ON THE EFFECTS OF REGISTRATION OF DOCUMENTS AT
THE ROMANIAN TRADE REGISTER**

Lecturer Cristina COJOCARU

Faculty of Law, Bucharest University of Economic Studies, Romania

Abstract

The Romanian Trade Register is the public institution organized under the Ministry of Justice whose attributions are regulated by law. As regards the registrations of documents to the trade register, its purpose is to ensure the opposability of such documents, and not to confirm the validity of the act based on which the registration in the trade registrar is done. This aspect has been mentioned in the doctrine and it has been stated by a recent decision no. 607/2023 of the High Court of Justice and Cassation. Without claiming an exhaustive analyze of the topic, this article aims to underline the importance of this institution, which has been subject to major changes in recent years, of the registrations in the trade registrar made by the professionals, along with the limitations brought by the formal analysis of the documents subject to registration.

**THE FATE OF THE LIMITED LIABILITY COMPANY IN THE CASE OF THE SPECIAL
GUARDIANSHIP OF THE SOLE ADMINISTRATOR**

PhD. student **Geanina MANCIU**

„Dunărea de Jos” University of Galați, Romania

Abstract

The purpose of the study is to give a thorough analysis of the changes that would occur within a limited liability corporation, if the measure of special guardianship over its sole administrator were implemented. On this occasion, the conditions required by law for the exercise of the function of administrator will be presented, focusing on the full capacity for exercise, the measures taken at the level of the unit in the event of total deterioration of the mental faculties of its sole administrator; respectively, the consequences of keeping an incompetent administrator in office. Among other techniques, the logical approach, the comparative method, and the quantitative methods will be employed to conduct the scientific research, which is founded on the review of the relevant judicial practice, the specialized literature and the legislation. We appreciate that the analyzed subject is topical and has practical utility. When the sole administrator of a limited liability company is placed under special guardianship after being appointed, a situation that severely restricts his ability to exercise his civil legal capacity, it is crucial to understand the consequences for the company and the appropriate course of action.

**INTERNATIONAL CONFERENCE:
“PERSPECTIVES OF BUSINESS LAW
IN THE THIRD MILLENNIUM”**

www.businesslawconference.ro
- Fourteenth Edition, November 15, 2024 -

**DOMICILE VERSUS RESIDENCE - COMPARATIVE STUDY ACCORDING TO THE
LEGISLATION OF ROMANIA AND EUROPEAN STATES**

PhD. student **Gabriel Florinel ION**
Doctoral School of Socio-Human Sciences,
"Dunarea de Jos" University of Galati, Romania

Abstract

The article comparatively analyzes the concepts of domicile and residence in the legislation of Romania and other European states, highlighting the legal and administrative differences. The basic definitions and the legislative framework in Romania are presented, including the recent changes brought by O.G. no. 9/2024, which updates O.U.G. no. 97/2005. These changes simplify the administrative procedures for establishing residence and introduce a digital platform for registration, reducing the required documents and making obtaining a floating visa more flexible. The article compares Romanian legislation with that of other European states, such as Germany, France and Italy, analyzing the directives and common regulations of the European Union. The article also provides a detailed analysis of the legal rights and obligations associated with domicile and residence, highlighting the essential differences between these concepts in the administrative and legal context. The impact of recent legislative changes, including the simplification of bureaucracy through digitization and the reduction of processing time for obtaining temporary residence, is discussed in detail, providing a practical view of the effects on citizens. The recommendations focus on adapting to the new regulations and on the efficient management of formalities, considering future legislative changes at national and European level. The conclusions highlight the main ideas and provide recommendations for citizens, while also proposing future legislative perspectives.

Time interval:
13.00 - 14.00

**THE INCIDENCE OF EXEMPTION FROM THE AUTOMATIC SUSPENSION OF THE
RESOLUTION OF APPEALS FILED BY CREDITORS IN CONNECTION WITH CLAIMS FOR
THE RECOVERY OF DEBTS PRIOR TO THE OPENING OF BANKRUPTCY PROCEEDINGS
OF THE DEBTOR INSURANCE COMPANY**

Associate professor **Luiza Cristina GAVRILESCU**
Faculty of Law, „Alexandru Ioan Cuza University” of Iassy, Romania

Abstract

This study analyses the inconsistent judicial practice regarding the effects of opening insolvency proceedings for insurance companies on the appeals filed by both creditors and the insolvent debtor against court decisions

**INTERNATIONAL CONFERENCE:
“PERSPECTIVES OF BUSINESS LAW
IN THE THIRD MILLENNIUM”**

www.businesslawconference.ro

- Fourteenth Edition, November 15, 2024 -

resolving creditors' actions to recover debts from the debtor's assets, initiated before the opening of the collective proceedings. The aim is to formulate interpretative proposals to eliminate disparities between the solutions pronounced in such cases. The working hypothesis under consideration is of great practical importance, given the opening of bankruptcy proceedings against insurance companies that hold a significant share of the national insurance market and are inevitably involved in many litigations at various procedural stages.

**THE APPLICABILITY OF THE PRINCIPLE OF CONFIDENTIALITY IN RELATION TO THE
SUCCESSORS OF BANK ACCOUNT HOLDERS**

Associate professor **Luiza Cristina GAVRILESCU**

Faculty of Law, „Alexandru Ioan Cuza University” of Iassy, Romania

Abstract

The issue analysed concerns determining how the right of the successors of a bank account holder to access the confidential information contained therein can be reconciled with the bank's duty to maintain banking secrecy even after the account holder's death. Specifically, it aims to provide a uniform interpretation of the provisions establishing the moment from which heirs can be provided with account statements of their predecessors, within the limits of proving justified reasons. We consider that, insofar as the successors of account holders demonstrate a legitimate interest in being provided with information regarding the deceased's account status for the period prior to their death, their request is admissible, justifying an exception to the limits imposed by banking secrecy.

**PARTICULARITIES REGARDING THE INHERITANCE DISQUALIFICATION
OF A LEGAL ENTITY**

PhD. student **Liviu Alexandru NARLĂ**

Doctoral School of Law, Bucharest University of Economic Studies, Romania

Abstract

In the context of promoting inheritance disqualification as a general condition of the right to inherit, officially regulated by Articles 958-961 in Chapter II, titled General Conditions of the Right to Inherit, from Title I of Book IV, and the expansion of its application from exclusively legal inheritance to both legal and testamentary inheritance, it becomes necessary to analyze inheritance disqualification in the case of a legal entity. This is because a legal entity can acquire inherited property only by virtue of a will left by the deceased, whereas under prior civil regulation, inheritance disqualification applied solely to legal inheritance, not testamentary inheritance. Beyond the primary motivation behind this analysis, the extensive reorganization of the legislative corpus following Romania's return to representative democracy post-1989, including the adoption of the Civil Code - the significance of this analysis also stems from Romania's shift from a communist economic system characterized by nationalization, centralization, and planning, to a capitalist system characterized by private ownership of production factors and profit-seeking within a competitive market. Therefore, the convergence between the changes introduced by the 2009 Civil Code in inheritance matters and the capitalist system necessitates an examination of inheritance disqualification and its specificities in the case of a legal entity, particularly concerning the mechanism by which a legal entity becomes disqualified concerning the deceased, the individuals within the legal entity responsible for its disqualification, and the disposition of inherited property if the legal entity is dissolved.

**INTERNATIONAL CONFERENCE:
“PERSPECTIVES OF BUSINESS LAW
IN THE THIRD MILLENNIUM”**

www.businesslawconference.ro
- Fourteenth Edition, November 15, 2024 -

**NEWS AND CONTROVERSIES REGARDING THE CONTRAVENTION LIABILITY OF
HIGHER EDUCATION PERSONNEL ACCORDING TO ARTICLE 259 OF LAW NO. 199/2023**

Lecturer **Lucian GHEORGHE**
Ovidius University of Constanta, Romania

Abstract

Objectives of the study: in Title V of Law no. 199/2023, the law on higher education, the legislator intended to regulate a form of liability that can be incurred by higher education personnel, formulated under the title "Legal liability". Unlike Law no. 1/2011 which specifically regulated forms of disciplinary, patrimonial and contravention liability, the current law on higher education, in art.259 does not specify in a concrete way what types of liability the legislator wanted to take into account at the time of drafting this normative act. However, in the existing wording, in some paragraphs of the aforementioned article, certain unlawful conducts that fall within the scope of the contravention are criminalized, conducts that can also be committed by higher education personnel. The research methods used: in this documentation we used the analytical and synthesis method. Results and implications of the study: even if the legislator's intervention to amend the entire Article 259 is a recent one (the law entered into force at the beginning of September 2023 and the amendment took place in January 2024), we cannot fail to notice the haste with which this intervention was made. Even after this amendment, difficulties in law enforcement will arise in practice. This is because, on the one hand, it is provided in art.259 para. (6) that for the contraventions under para. (5), the finding shall be made by police officers or agents within the Ministry of Internal Affairs "...with competences in the field" and on the other hand, the finding is made at the "reasoned request from the higher education institution". The study concludes with the advancement of a proposal for a *ferenda* law to amend this article.

Time interval:

14.00 - 15.00

**THE LEGAL REGIME OF THE UNILATERAL PROMISE TO SELL.
DELIMITATION FROM THE OPTION AGREEMENT**

PhD. student **Gabriela TEODORU**
Doctoral School of Law, Bucharest University of Economic Studies, Romania

Abstract

The promise to sale belongs to the broader category of preparatory acts (contracts), those that prepare the conclusion of a contract, if we accept that its conclusion can go through several stages: negotiations, expressing the option, unilateral promise, synalagmatic promise, etc. Creations of jurisprudence and doctrine prior to the current Civil Code, preparatory contracts, also known as provisional contracts, prior contracts, antecontracts or contract promises, represent the approach prior to the sale process. The conclusion of the sales contract is not carried out automatically in all cases, but following pre-contractual agreements that have the role of binding the parties from a

**INTERNATIONAL CONFERENCE:
“PERSPECTIVES OF BUSINESS LAW
IN THE THIRD MILLENNIUM”**

www.businesslawconference.ro

- Fourteenth Edition, November 15, 2024 -

legal point of view, they feeling the need for additional guarantees in order to perfect the contract in the future, constituting themselves separate contracts of the sale. A more detailed exposition of the legal regime of each type of preparatory contract leads to a better understanding of the differences between these contracts, the rules regarding their conclusion, the effects they produce and the manner of their execution. The delimitation of the option agreement from the unilateral promise to sell is required in the context where the risk of confusion is quite significant, since both the option agreement and the unilateral promise are contracts that confer a discretionary right to the beneficiary of the option, respectively to decide, or not, the conclusion of the foreseen contract. In the comparative analysis of the two operations, the type of obligation assumed in the case of each of the two is of interest, leading to the qualification of the legal nature of each, as well as the mechanism in which, in case of a positive option, the foreseen contract will be concluded.

THE LEGAL REGIME OF THE BILATERAL PROMISE TO SELL

PhD. student **Gabriela TEODORU**

Doctoral School of Law, Bucharest University of Economic Studies, Romania

Abstract

A legal instrument recognized only in doctrine and jurisprudence as an expression of the principle of contractual freedom, the bilateral promise of sale was, for the first time, legally regulated by the current Civil Code. The economic and social dynamics determined the concern of the legislator with a view to reforming the Romanian legal system, and with the entry into force of the new Civil Code, contract promises acquired the long-awaited legislative consecration, and their legal regime was established. By means of the synalagmatic promise of sale, the parties foreshadow the content of the final contract, which is intended to give the parties the certainty that none of them will abandon the intention of concluding the expected contract. The practical utility of bilateral promises resides in the fact that it enables the exercise of the coercive force of the state by issuing a court decision that takes the place of the contract in the event that one of the parties has not fulfilled its assumed obligations. In the current context of an accelerated real estate development, the promise to sell is the most used legal instrument in the relations between real estate developers and future owners. The present study brings into focus the current legal regime of the promise to sell for a full understanding of the effects of this preparatory contract and the legal possibilities available to enforce such a contract.

ATTRIBUTION OF REPORTABLE LIBERALITIES TO A FORCED HEIR

PhD. student **Denise Cătălina MARTALOG**

Doctoral School of Law, Bucharest University of Economic Studies, Romania

Abstract

The research aims to examine the methods for assigning a liberality bestowed by the decedent upon a forced heir who inherits alongside other forced heirs. The attribution process considers how to calculate and allocate the liberality provided to the forced heir in such a way as to respect the decedent's intentions within the legislative constraints. The decedent can grant liberalities exempt from collation, which means that they are definitive and they do not need to be brought into the estate for division according to the rules of legal succession, or through liberalities that are not exempt from collation, representing an advance on the inheritance. When the decedent provides for heirs through such reportable liberalities, the intent is often to grant an immediate benefit to the recipient without

**INTERNATIONAL CONFERENCE:
“PERSPECTIVES OF BUSINESS LAW
IN THE THIRD MILLENNIUM”**

www.businesslawconference.ro
- Fourteenth Edition, November 15, 2024 -

disrupting the statutory balance of inheritance shares as established by law. Accordingly, it is essential to identify, at the time of death, the part of the inheritance from which the reportable liberality is attributed and the legal implications which results in such scenarios.

TRADEMARKS

Lecturer **Ioan TOMESCU**

Department of Legal Sciences, Faculty of Psychology, Behavioral and Legal Sciences,
„Andrei Saguna” University of Constanta, Romania

Abstract

The paper deals with the emergence, concept and role of trademarks as signs that can constitute a trademark (words, names, persons, designs, letters, numbers, etc.) and special marks (well-known, well-known, defensive, reserve, position and certification marks). Trademark is defined as an expressive object, the main purpose of the registration of which is to distinguish identical or similar goods and services, as a sign of the origin and affiliation of goods. For the legal protection of a trademark, certain provisions must be met by complying with the conditions of validity for registration (Law 84/1998), thus the representation of a trademark must be clear, precise, intelligible, easily accessible, durable and objective. The acquisition of the exclusive right of exploitation is set out in the trademark registration procedure at OSIM in several stages. An important aspect of this article refers to the counterfeiting of trade marks in commercial activity, where there is a risk of confusion, including the risk of association in the perception of consumers. In this respect, rules have been structured on the basis of which the courts assess the existence of counterfeiting through an analytical evaluation of similar elements. In the last part, they are classified as European Union and international trademarks. From this perspective, the basic conditions and formalities necessary to obtain them are also presented.

Time interval:

15.00 - 16.00

OLD FASHION WARRANTY IN SALE CONTRACTS: EVICTION AND DEFECTS IN ROMANIAN REGULATIONS OF THE EARLY XIX-TH CENTURY AND THEIR INFLUENCE ON MODERN CIVIL CODES

Lecturer **Sorin-Alexandru VERNEA**

Faculty of Law, University of Bucharest, Romania

Abstract

Over time, the stability of the legal framework has favored the development of production and trade in conditions of predictability and safety. The experiences of the past can be capitalized in the present by adapting old rules to new legal situations, without altering the essence of legal concepts. Identifying the essential, constant

**INTERNATIONAL CONFERENCE:
“PERSPECTIVES OF BUSINESS LAW
IN THE THIRD MILLENNIUM”**

www.businesslawconference.ro

- Fourteenth Edition, November 15, 2024 -

elements is the real challenge for preserving the authenticity of legal institutions. To this end the present article analyzes the warranty against eviction and defects in the Romanian legislation of the early XIX-th century, respectively the Caragea Law and the Calimach Code. The paper is structured in two parts, the first being intended to identify the specific elements of the warranty mechanism for eviction and defects in the two previously mentioned regulations by using the concepts developed in Roman law, and the second part analyzes the extent to which the particularities of this mechanism were taken over in modern Romanian Civil Codes, of 1864 and 2009. The conclusion of the paper aims to identify the common essential and defining elements for the warranty against eviction and defects in the Romanian legislation of the last two centuries.

**AFFECTUS SOCIETATIS – THE ESSENCE OF PARTNERSHIP
IN THE PAST AND PRESENT**

External collaborator PhD. **Vlad-Victor OCHEA**
Faculty of Law, University of Bucharest, Romania

Abstract

As the title implies, partnership, viewed either as a contract or as a (legal) person distinct from its associates, could not and cannot be conceived in the absence of affectus societatis. Therefore, in the present study we seek to distinguish this concept and establish the relationship between it and the (other) elements of partnership, respectively between it and the effects of partnership. Naturally, the first part of the study will be dedicated to the physiognomy of affectus societatis in Roman law. In the second part we shall examine the affectus societatis in the Phanariot legislations (Pravilniceasca Condică, Code Calimach and Legiuirea Caragea). The third part concerns affectus societatis in the Civil Code of 1864, in the Commercial Code of 1887, in the Civil Code of 2009 and in Law no. 31/1990, and the last part includes some conclusions.

**RECEPTION OF FORMAL GUARANTEES (AN IMPORTANT INSTRUMENT OF THE
CREDITOR) IN ROMANIAN LAW**

External collaborator PhD. **Vlad-Victor OCHEA**
Faculty of Law, University of Bucharest, Romania

Abstract

Credit is essential in trade, and it depends to a great extent on the surety that accompanies it. In order to strengthen the performance of obligations, the Romans created, amongst others, the formal personal guarantees. We shall deal with this category of obligations in this study, its first part being dedicated to their regime in Roman law. Then, in the second, third and fourth parts, we shall examine the way in which they were received in Legea Țării, in the Phanariot legislations (Pravilniceasca Condică, the Calimach Code and the Caragea Legislation), respectively in the Civil Code of 1864 and the Civil Code of 2009. The last part includes some conclusions.

**INTERNATIONAL CONFERENCE:
“PERSPECTIVES OF BUSINESS LAW
IN THE THIRD MILLENNIUM”**

www.businesslawconference.ro

- Fourteenth Edition, November 15, 2024 -

**EUROPEAN COOPERATIVE SOCIETY IN CREATING A
COMMUNITY – A CURRENT ISSUE**

External collaborator PhD. **Arcadia HINESCU**

Faculty of Public Administration,

National School of Political and Administrative Studies, Romania

Abstract

Although the European Cooperative Society with Limited Liability is a legal form established at the level of the European Union by EU Regulation no. 1435/2003 which is little used in practice. Through this study, we aim to highlight the functional legal benefits of the European Cooperative Society with Limited Liability for cooperative members, mainly by referring to the cooperatives regulated by Law no. 1/2005 regarding the organization and operation of the cooperative, as well as its ability to develop a community that operates in a certain field (e.g. energy), using as an example a Romanian company that activates in such a legal form. In developing the study, we used inductive, hermeneutic and comparative research methods. The result of the study is that this legal form is actually very topical given that in all fields of activity the creation of communities is pursued, the social interest becoming stronger than the individual one, both at the national and international level.