SECTION II - PRIVATE LAW

Friday, November 17, 2023

ONLINE ON ZOOM

Keynote speakers:

Associate professor **Ioana Nely Militaru,** *Faculty of Law, Bucharest University of Economic Studies*

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

SCIENTIFIC PAPERS

10.00 - 11.00

CERTAIN LEGAL ASPECTS OF FAMILY BUSINESSES IN HUNGARY

Assistant professor **János DÚL**
Ludovika University of Public Service, Budapest, Hungary

Abstract

The aim of the paper is to examine some of the issues related to family businesses in Hungary. Family businesses are a popular topic in both international and domestic economic literature, but the legal aspects have been less studied, and there has been no legislation or legal definition in Hungary. The study was primarily based on the relevant literature, together with the relevant legal sources. My main insight is that the various factors identified in the economics literature, which have been used in researches, also serve as a valuable basis for the law, but it is important to place these factors in the appropriate civil law context. This is what this paper attempt to do, by providing a comprehensive concept that could also serve as a starting point for legislation.

LEGAL DOGMATIC QUETIONS ABOUT THE IMPACT OF THE EUROPEAN UNION'S DIGITAL LEGISLATION ON HUNGARIAN CONTRACT LAW

Professor **Tekla PAPP**
Ludovika University of Public Service, Budapest, Hungary

Abstract

The complexity and flexibility of contract law, and its ability to meet various social, economic and technical-technological needs, are indicated by a number of theories (approaches) that offer a new approach to the processing of contracts. Among the predominant theories one might include the following: overview of contracts from a constitutional and human rights approach; deriving from this the contracts related to private and family life (intimate contracts); by connecting the concepts of contract law and property rights, exploring the specific characteristics of existing contracts; filling the term "digital contract type" with content; classification of different kinds of interconnection of contracts (complex contracts). The author dedicates the study to the topic of whether Hungarian contract law can meet the challenges created by digitalization, which have not yet been identified in all its details, and what are the critical points that require consideration and action as soon as possible. After the summary of the digital legislation of the European Union the author identifies the effects of digitalization in relation to the Hungarian contract law and the special contracts resulting from digitalization. Finally, the author makes de lege lata and de lege ferenda conclusions in light of this topic.

E-COMMERCE PLATFORMS AND LIABILITY IN THE AI ERA

Assistant professor **Dimitrios DEVETZIS**
Frederick University, Nicosia, Cyprus
PhD. student **Simos SAMARAS**
National and Capodistrian University of Athens, Greece

Abstract

The widespread use of e-commerce platforms poses new questions to the law maker and law enforcer. The mere definition of a platform is obscured by notions such as Internet of Things and Artificial Intelligence. A potential personification necessitates an exact description of legal personhood as a prerequisite. As a result, a more conventional treatment of a platform reveals its very nature as a service and leads to further problematics concerning the supplier liable to users, especially in the case of the undisclosed agency, the rights holder and the law applicable to contractual and extra-contractual obligations. The issued points are of a growing importance since the use of AI establishes itself as a common cause of liability, often contrary to public policy provisions, including personal data and other personality rights protection. Keywords (alphabetically): AI, e-commerce, personality, personal data, platform, private international law.

THE ECONOMIC/BUSINESS IMPORTANCE OF FRANCHISING IN PORTUGAL - (RE)ANALYSIS OF THE FRANCHISING CONTRACT

Professor **Ana CAMPINA**
Universidade Fernando Pessoa, Porto, Portugal
Professor **Carlos RODRIGUES**
Universidade Fernando Pessoa, Porto, Portugal

Abstract

If we analyze the "2018/2019 Franchising Census" carried out by the APF - Portuguese Franchising Association, we see that in Portugal, and for the year 2018, Franchising generated a turnover of more than 8 billion euros, which corresponded to 3.96% of the national GDP. This turnover is the result of the "Franchising Contracts" signed by the 528 active brands, distributed among Services, with 57.7% of the preference, followed by Commerce, with 29% and Restaurants, with 13.3%. When we look at the levels of initial investment by Franchisees, we see that this initial investment was up to €25,000.00 for 43.6% of Franchisees, €25,000.00 to €50,000.00 for 26.5%, €50,000.00 to €100,000.00 for 17.7%, €100,000.00 to €250,000.00 for 9.9% and, finally, with an investment of more than €250,000.00 for the remaining 2.2%. In other words, more than 70% of the initial investment by franchisees did not exceed €50,000.00. The relevance of these figures for the Portuguese economy is the basis for presenting a legal (re)analysis of the "Franchising Contract" in the Portuguese legal system, using a logical-deductive methodology of the legal regime of this type of contract.

11.00 - 12.00

THE ANTITRUST POLICY ROOTS IN THE UNITED STATES OF AMERICA. THE SHERMAN ACT

Assistant Professor **Sónia De CARVALHO**
Portucalense „Infante D. Henrique" University, Department of Law
Researcher at IJP - Portucalense Institute for Legal Research, Porto, Portugal

Abstract

The origins of modern competition policies date back to the end of the 19th century in the United States of America, as a reaction to the growth of certain companies and their economic power, which was the result of economic development and the consequent increase in competition that marked American society in the second half of the 19th century. Companies began to organise themselves into large groups, establishing coalition relationships with each other and becoming subject to the same control, which, because it was exercised through fiduciary contracts, justified the use of the term trust to designate these corporate structures. The legislation that came to control these groups of companies, resizing companies and preventing excesses, was therefore called antitrust. In the second half of the 19th century, a number of factors allowed an increase in the size of companies. The last part of the 19th century was characterized by low and unstable prices, overwhelmed by two serious economic crises (1873-79 and 1883-86) which led some economists to adopt the term Great Depression to designate this period in American history, in a parallel with the recession that hit Europe at the same time, which was not unrelated to the need for the economy to adjust to the conditions resulting from the American Civil War, including the decrease in savings. It is in this context that companies, in order to reduce price wars and market instability, began to organise themselves into trusts and cartels. Price stability was thus achieved at the expense of the end consumer and producers, including farmers and small industrialists and traders, who were subject to discriminatory and unfair practices and restrictive agreements that strengthened the monopolies of large companies, eliminating small business competitors and imposing unfavorable conditions on those who had to negotiate with them. This small business was at the origin of a public outcry that reached its zenith in the last decades of the century with the passing of various state antitrust laws and the Sherman Act. In this paper, we aim at demonstrating the origins of at US antitrust policy by examining the Sherman Act. Therefore, it is pertinent to begin to trace the evolution of antitrust policy in Common Law. As we will conclude the US antitrust policy has been ever since forged by economic ideology.

ECONOMIC JUSTIFIABILITY OF WORK ON SUNDAY. DILEMMAS AND SUGGESTIONS

Associate professor **Anton PETRIČEVIĆ**
Faculty of Law, „Josip Juraj Strossmayer" University of Osijek, Croatia

Abstract

This topic has been discussed intensively among scientists, workers, consumers, in church circles in the last 20 years. Mostly from the available research it can be seen that the Republic of Croatia is the country where most people want to have a non-working Sunday. At the same time, the question is whether all workers can protect themselves from work on Sundays. So one part of workers has to work on Sundays. While in the Republic of Croatia we are only at the very beginning of solving this problem, many countries have already addressed this issue. The paper will show how the EU countries have resolved this issue. The EU trend is greater liberalization of work on Sundays. There are several hypotheses in this paper: Hypothesis 1 – work on Sunday is negatively related to the quality of health, Hypothesis 2-Work on Sunday is positively related with conflicts in family relationships. The research carried out in Eastern Slavonia on a representative sample and results obtained by on-line survey method, method of systematization, method of analysis and synthesis, historical method and comparative method should not only remain a dead letter on paper, but the competent institutions and professional public should create a legislative framework and apply the results in practice as a basis for the protection of workers.

STANDARDS OF DISCIPLINARY CONDUCT FOR THE CORPORATE DIRECTORS: THE UNITED STATES OF AMERICA PERSPECTIVE

Lecturer **Erjola ALIAJ**
Faculty of Law, Mediterranean University of Albania
Lecturer **Edvana TIRI**
Faculty of Law, "Aleksader Moisiu" University, Albania

Abstract

Administration of corporate activity is the daily preoccupation of corporate directors. Delegation of decision-making to the director, who is an independent player within the company, can clearly create the risk of conflicting his interests with the interests of the shareholders. This potential conflict of interests is a consequence of the division of ownership of the company and the control powers of the company's commercial activity. The delegation of decision-making authority to the directors of the company may cause the risk of the temptation of the director to the assets of the company. In addition, directors may also be tempted by opportunities for profit that arise during the exercise of their function, instead of using these opportunities for the company. For this reason, it is necessary to foresee clear disciplinary parameters, to avoid and eliminate the conflict of interest, as well as the prohibition of competition. In the present paper, through a legal assessment, special attention has been paid to the main categories of standards: elimination of conflict of interest and prohibition of competition. The main aim of this paper is to analyze the US doctrine, legal provisions, which regulate the two standards of disciplinary conduct for the corporate directors, as well as the court practice in this regard. Also, an important objective of this paper is that it may serve as an important basis for further comparative studies in this field with other jurisdictions. Such analysis is based on the qualitative method, which contains also the research, analytical, descriptive, interpretive methods. The results of this paper will stimulates debate in the academic level and contribute to further improvements of our company legislation, as well to the legal doctrine in Albania that lacks such.

CONSEQUENCES FOR THE BREACH OF COMPANY DIRECTORS DUTIES: THE UNITED STATES OF AMERICA PERSPECTIVE

Lecturer **Erjola ALIAJ**
Faculty of Law, Mediterranean University of Albania
Lecturer **Edvana TIRI**
Faculty of Law, "Aleksader Moisiu" University, Albania

Abstract

The company good management by its directors provides a high operational stability during the course of its activity, which consequently will find reflection in its profits. In this managing process, directors often have to face with situations, where the consequences of their actions cannot be clearly and unambiguously predicted and decisions taken are risky. These decisions, in the best scenario, may generate profits but can also lead to unfavorable consequences for the commercial company itself and third parties involved in relations with this commercial company. To minimize these risks, the legislator have to clearly define the duties and responsibilities of the company directors. The latter is one of the legal instruments that serves to coordinate the interests of the directors with the interests of the corporation, its shareholders and third parties. In the present paper, through a legal assessment, special attention has been paid to the consequences for the breach of company directors' duties in the US perspective, which are divided into three categories: responsibilities towards the corporation, shareholders and third parties. Due to the fact the jurispudence and specifically the courts of Delaware in the USA has played an important role in the resolution and interpretation of issues related to directors duties and responsabilities, which were not dealt with in detail in the legislation or corporate acts, this paper will be focused also in one of the most important institutes of American law - "business judgement rule", which was created by the courts in defense of directors rights. The main aim of this paper is to analyze the US doctrine, legal provisions, which regulate the company directors' responsibilities, as well as the court practice in this regard. Also, an important objective of this paper is that it may serve as an important basis for further comparative studies in this field with other jurisdictions. Such analysis is based on the qualitative method, which contains also the research, analytical, descriptive, interpretive methods. The results of this paper will stimulates debate in the academic level and contribute to further improvements of our company legislation, as well to the legal doctrine in Albania that lacks such.

12.00 - 13.00

PECULIARITIES AND CONTROVERSIES REGARDING THE CREDIT (FINANCING) AGREEMENT

Associate professor **Valeria GHEORGHIU**
„Alexandru Ioan Cuza" Police Academy of Bucharest, Romania

Abstract

From the perspective of business law, the concept of "credit" has the following three valences, namely: the claim (amount of money/cash benefits), the payment term and the creditor's confidence in the debtor that the latter will honor its payment obligation when due. Thus, the financial-banking products existing on the market have a rather varied and complex content and structure. In order to satisfy the interests and needs of both categories of subjects, the legislator has established a series of rules, as protective measures, for each category. This type of credit/financing is used, both in social, selling, common law relations, as well as in legal business relationships, between professional traders. The present study aims to capture an analysis of the particularities of the credit agreement from the perspective of the two categories, consumers and professionals, as well as of the existing regulatory framework. For these reasons, we will discuss the primary legislation, as well as the secondary legislation, applicable in this field.

PRELIMINARY MEASURES TO THE INSOLVENCY PROCEDURE REGARDING DEBTOR PROTECTION IN THE REPUBLIC OF MOLDOVA

PhD. student **Rodica CHIRTOACĂ**
Faculty of Law, State University of the Republic of Moldova

Abstract

The concept of formation of the debtor mass in the specialized literature is not given a clear definition. The content of this concept, as a rule, is revealed by analyzing the algorithm of actions and measures of the insolvency court, the administrator / liquidator in order to form the debtor mass. Being the first basic stage, the formation of the debtor mass is of great importance and is of maximum interest for creditors. In fact, this is the preparation for the implementation of the subsequent bankruptcy procedure, liquidation of the insolvent debtor or ascertainment of the debtor's solvency. The purpose of this paper is to carry out a complex theoretical-practical research of the particularities of measures to ensure and protect the assets of the insolvent debtor. In order to achieve the proposed goal, the following objectives are expected: identification of the general considerations of the debtor mass, the concept of insurance measures, identification of the procedural phases of application of insurance measures, the importance of preliminary protection measures. The following research methods were used in the study, the comparative method will be used to observe and highlight the common points, but also the differences (where they exist) between the international regulations of the institution of personal bankruptcy in order to show how the various particularities are reflected in concrete on the respective beneficiary of the legal entity. During the research we will use the deductive method as well as the inductive method with the aim of ensuring, on the one hand, the achievement of the general objective established consisting in the formulation of new concepts and theories regarding the chosen legal institution, and, on the other hand, identification of the problems of application of the normative provisions and gaps in the legislation. By means of the logical method used in the research, I set out to demonstrate that only starting from existing principles, deductive reasoning can be capitalized from the general to the particular or singular. The main research tools used in carrying out the scientific approach were the scientific publications in the field of bankruptcy, the normative acts in force, the relevant judicial practice. Expected results automatically represent the achievement of objectives and the provision of answers to research questions. The provisional measures taken by the insolvency court, administrator/liquidator are intended to prevent the insolvent debtor, during the course of the insolvency process, from destroying, disposing of assets or from inefficient management of the patrimonial asset. Their importance lies in the fact that by applying the measures, the rights of the participants in the insolvency procedure are protected.

COMPENSATION FOR PROPERTY AND, IN THE CASES PROVIDED BY LAW, MORAL DAMAGES AS A WAY TO PROTECT CIVIL RIGHTS IN THE REPUBLIC OF MOLDOVA

Associate professor **Olga TATAR**,
Comrat State University, Republic of Moldova

Abstract

In this article, the authors conducted an in-depth analysis, and also presented theoretical and practical aspects compensation of property and, in cases provided for by law not property damage (moral damage and biological damage) as a way to protect rights and a measure of liability. The topic of issues devoted to methods of protecting civil rights has been brought up for discussion more than once by civil rights lawyers, but a complete and detailed study and disclosure of methods of protecting civil rights in the Republic of Moldova has not been possible to this day. In view of this, in the presented article we carried out a detailed analysis of such concepts as: protection of civil rights, methods of protecting civil rights, the concept of harm, damage, loss. Since one concept follows from another, being in close relationship with each other, it gives a visual representation and perception of reality.

THE COEXISTENCE OF THE LEGAL INHERITANCE WITH THE TESTAMENTARY INHERITANCE

PhD. student **Denise Cătălina MARTALOG**
Doctoral School of Law, Bucharest University of Economic Studies, Romania

Abstract

The research surprises the cases and the conditions in which the legal inheritance coexists with the testamentary inheritance. In the period of the old roman law the testamentary inheritance was prioritary, because the gratified successor through the will for a part of the inheritance was extending the vocation for a part of the inheritance of which de cujus didn't dispose of. In the actual legislation, the legal inheritance coexists with the testamentary inheritance in some cases, so that a part of the inheritance is sent to the gratified one based on the will and the other part is sent to the legal heir through the virtue of the law. The cases in which the inheritance can be legal or testamentary are different, because the sping of the successoral vocation is the law or the will of the one who lets his fortune (de cujus). Therefore, the two types of inheritance can exist in the same time not only when the deceased disposes of a part of his fortune by will, but also when the will contains legates which consume the full successoral mass. The coexistence of the two forms of inheritance represents the result of the bound between the freedom of the will with the instituted protection by law of the mandatory heir.

13.00 - 14.00

THE DOUBLE-EDGED SWORD OF THE LAPSE (OBSOLESCENCE) OF THE ARBITRAL AWARD AS A GROUND FOR SETTING ASIDE THE ARBITRAL AWARD

PhD. student **Sofia COZAC**
Doctoral School of Law, Bucharest University of Economic Studies, Romania

Abstract

Raising the exception of the lapse of the arbitral award (obsolence) in the arbitration proceedings has certain implications and effects. What expectations we should have when invoking the lapse of the arbitral award within the arbitration proceedings and how this can be successfully invoked in a claim to set aside an arbitral award, will be considered in the following article. Furthermore, the analysis of the relevant case law on the subject matter will help us understand this institution and to use it properly.

THE LIMITED LIABILITY COMPANY FROM THE PERSPECTIVE OF THE LATEST LEGISLATIVE CHANGES

Lecturer **Adriana DEAC**
Faculty of Law, Bucharest University of Economic Studies, Romania

Abstract

The repeated and substantial modifications of the Companies Law no. 31/1990 led us to closely analyze this normative act, the most important in the field of commercial law, we could say. It is obvious that the evolution of society, of the business environment, of the way of operating a company, imposed the latest changes in the company law. The present study aims to analyze only one of the associative forms regulated by this law, namely, the limited liability company, the most common type of company in the Romanian and international practice. The paper will address these changes and will offer relevant opinions regarding the practical and theoretical usefulness of the changes, will try to present a current and modern study of the limited liability company. In carrying out the scientific approach, we will consider the legal provisions, as well as the new doctrine created up to this point in the Romanian law. We will use appropriate methods of interpreting the provisions of Law no. 31/1990, respectively the grammatical, historical method, as well as the logical method, with the corresponding interpretation arguments.

SHIPPER'S OBLIGATIONS UNDER THE ROTTERDAM RULES. A COMPARISON WITH THE HAGUE VISBY RULES 1968 AND THE HAMBURG RULES 1978

Assistant professor Phd. student **Oana ADĂSCĂLIȚEI**
Maritime University of Constanţa, Romania

Abstract

The article aims to analyse the shipper's liability in international contracts of carriage of goods under the Rotterdam Rules in comparison with his liability under the 1968 Hague Visby Rules and the 1978 Hamburg Rules. The shipper's obligations are based on the previous provisions contained in the Hague-Visby Rules 1968 and the Hamburg Rules 1978. The Rotterdam Rules introduce new obligations, such as the duty of cooperation between the shipper and the carrier of goods, the shipper's duty to pack and label a container in such a way as not to cause damage to persons or goods, or the duty to mark or label dangerous goods in accordance with any law, regulation, or other requirements of public authorities. The notion of "shipper" is defined differently from the Hamburg Rules of 1978. The Rotterdam Rules add the notion of "documentary shipper", a completely

new concept adapted to the needs of international FOB contracts. There are no substantial differences between the Hague Visby Rules 1968 and the Hamburg Rules 1978. The obligations and liability of the shipper are better structured. A number of important issues, such as the shipper's liability to third parties or the shipper's liability for loss or damage caused by delay, remain unregulated by the Rotterdam Rules.

PREREQUISITES FOR THE RECOVERY OF COMPANIES IN ECONOMIC DIFFICULTY BY CONCLUDING AGREEMENTS WITH RELEVANT CREDITORS

Lecturer **Luiza Cristina GAVRILESCU**
Faculty of Law, Alexandru Ioan Cuza University of Iassy, Romania

Abstract

Insolvency prevention procedures have recently been reformed, in the context of aligning national legislation with the european requirements. To ensure an effective chance of recovery of viable debtors, more accessible and coherent out-of-court frameworks have been created. The restructuring agreement procedure gives distressed debtors the chance to restructure their debts, by means of an agreement with the relevant creditors in order to avoid insolvency. The initiative to make the agreement rests exclusively with the debtor, the law expanding the scope of those entitled to apply for this remedy. The attestation of the state of difficulty is made on objective grounds and not on simple presumptions, as a result of an assessment carried out by an insolvency practitioner and concretized in a report. The restructuring agreement is drawn up with the support of the restructuring administrator, who will ensure that its structure contains the mandatory elements stated by law. The approval of the agreement, negotiated in advance, is subject to the vote of the creditors whose claims are affected, according to the category to which they belong. The confirmation of the restructuring agreement by the syndic judge is carried out in a non-contentious procedure, with a legality control being carried out.

14.00 - 15.00

CONSEQUENCES OF CONFIRMATION OF THE RESTRUCTURING AGREEMENT IN THE COMPANY RESCUE PROCEDURE

Lecturer **Luiza Cristina GAVRILESCU**
Faculty of Law, „Alexandru Ioan Cuza University" of Iassy, Romania

Abstract

The restructuring agreement procedure is one of the latest mechanisms available to viable debtors to prevent insolvency. The agreement between the debtor and the creditors holding the claims affected by the plan is made through the restructuring administrator and is confirmed by the confirmation of the syndic judge. The modified receivables will be paid according to the agreement, the rest of the debts will be paid under previous contracts, but only after priority payment of subsequent financing. Outstanding contracts will continue to be executed during the implementation of the recovery plan. The debtor retains the right to manage his business, but will have to restructure his activity according to the plan. The restructuring manager shall ensure that the measures set out in the plan are implemented. Amendments to the restructuring agreement may be ordered if the creditors' challenge is upheld. If the provisions of the plan are fulfilled, the procedure will be closed by decision of the syndic judge, the debtor's debts will be written off according to the agreement. In case of non-fulfillment of the provisions of the plan, the procedure ceases, but the claims terminated by the agreement will be reborn.

EXERCISING THE RIGHT OF PREEMPTION IN THE FIELD OF NATIONAL CULTURAL HERITAGE

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

Abstract

The national cultural heritage includes all assets identified as such, regardless of their ownership regime, which represent a testimony and an expression of values, beliefs, knowledge and traditions in continuous evolution; it includes all the elements resulting from the interaction, over time, between human and natural factors. Any state understands to protect in a more or less restrictive manner certain goods which, regardless of whose property the subject of law is in - public or private, constitute special values, testimony of its historical development, often contributions to the creation of the values of universal culture . The right of preemption is one of the measures that states keep in order to achieve these objectives. By establishing this right, the Romanian State pursued, on the one hand, the possibility of maintaining in the state heritage buildings of historical and cultural importance, precisely to ensure the restoration, preservation and conservation of these goods, in much better conditions than in private patrimony of natural or legal persons, and, on the other hand, emphasizing the importance of conservation and restoration in the order of priorities of the actions to be taken on historical monuments that, following the exercising of the preemption procedures, enter the civil circuit. In order to better understand the possible shortcomings of the normative framework, but also the real possibilities of circumventing the legal restrictions regarding the legal circulation of goods from the national cultural heritage, it is necessary to carry out continuous studies, especially from a jurisprudential perspective. The analysis of the administrative work procedures on the occasion of the exercise of the right of preemption and of the court rulings given in the cases regarding the sale of such goods is a good source for understanding the phenomenon and for the elaboration of legal proposals.

EFFECTIVENESS OF THE SOCIAL PROTECTION SYSTEM – WITH REFERENCE TO THE MINIMUM INCLUSION INCOME

Associate professor **Ana VIDAT**
Faculty of Law, Bucharest University of Economic Studies, Bucharest, Romania

Abstract

The Minimum Inclusion Income is a useful financial support in terms of transparency, funding – it is granted by the state to ensure a minimum standard of living. The measure in question is in the legal nature of a social assistance benefit granted to families and single persons in difficulty for the purpose of preventing and combating poverty and the risk of social exclusion. This income is granted to persons who, at some point in their lives, for socio-economic or health reasons and/or because of their social living environment, have lost or have had their capacity for social integration limited. Depending on the needs of the family/single person, the minimum inclusion income is also accompanied by other complementary social assistance measures, granted in cash and/or in kind, as follows: incentives; contributory facilities; other complementary rights – measures designed to make a clear contribution to increasing people's income, with a direct impact on reducing poverty and extreme poverty. For situations of hardship and to prevent or reduce the risk of poverty and social exclusion of one or more family members whose identified need constitutes a particular situation and requires individualised intervention, emergency aid and/or community aid may be granted, as well as measures to facilitate access to the labour market, access to health and education services, social services and housing, supported by the state budget, local budgets or external funds. In order to prevent/combating the risk of poverty and social exclusion, and to increase the quality of life, employable persons from families receiving the minimum inclusion income, registered as job seekers with the territorial employment agencies, also benefit free of charge from: vocational training/retraining services; measures to stimulate employment, provided for by the legal regulations in force.

ON THE CAPACITY AS SHAREHOLDER IN A COMPANY

Lecturer **Cristina COJOCARU**
Faculty of Law, Bucharest University of Economic Studies, Romania

Abstract

The general meeting of shareholders represents the supreme body of any commercial company. The company belongs to those who set it up and contributed to the share capital. The capacity of shareholder gives the right to vote in the general meeting, while its decisions must by fulfilled even by the shareholders who did not attend the meeting or voted against them. By decision no. 637 of 16 March 2023 of the Romanian High Court of Cassation and Justice, it has been stated that the minor shareholder has the interest to oppose to the transfer of shares, even if that shareholder did not express the intention to buy them because he is interested in the good performance of the company's activity. Without claiming to discuss exhaustively this subject, the article aims to underline the importance of the capacity as shareholder, along with the rights and obligations imposed by law or thus resulted.

15.00 - 16.00

PERSPECTIVES REGARDING THE RECONFIGURATION OF REST TIME IN CURRENT ROMANIAN LAW – THE RIGHT TO DISCONNECT

Judge **Andrei Radu DINCĂ**
President of the Civil Section of the Ilfov Court, Romania

Abstract

The digitization of activities became a constant sign of social evolution in recent decades. More and more professions allow the option to work remotely through information technology, resulting in exceptional flexibility in the way work is carried out for professionals in multiple fields. What seems like a flexible work schedule can turn into a permanent work schedule, and the assessment of its impact on employees can be determined by quantifying the high number of people who have complained of professional burnout in the last period. The purpose of this paper is to identify a viable legal mechanism for protecting workers against the possibility of carrying out a long activity, exceeding the maximum working time regulated by law. Finally, the author formulates a de lege ferenda proposal regarding the need to regulate the right to disconnect in Romanian legislation.

CUMULATIVE DISCIPLINARY LIABILITY WITH OTHER FORMS OF LEGAL LIABILITY

Lecturer **Mihaela Emilia MARICA**
Faculty of Law, Bucharest University of Economic Studies, Romania

Abstract

În scopul de a asigura o mai bună înțelegere din punct de vedere juridic a modului de coliziune a altor forme de răspundere juridică cu răspunderea disciplinară – o formă de răspundere specifică dreptului muncii - prezentul articol va examina, pe de o parte, specificul reglementărilor interne referitoare la posibilitatea cumulului răspunderii disciplinare a salariatului cu alte forme juridice de răspundere, iar pe de altă parte evoluția aspectelor jurisprudențiale din domeniul răspunderii disciplinare care, după cum vom arăta, influențează profund modul de interpretare și de aplicare a textelor legale.

THE PRINCIPLE OF FREEDOM AND THE RIGHT TO RESPECT THE PRIVATE LIFE FROM THE PERSPECTIVE OF THE CIVIL IDENTITY OF TRANSGENDER PEOPLE

PhD. student **Varvara Licuța COMAN**
University of European Studies from Moldova, Republic of Moldova

Abstract

This study aims at analyzing how fundamental rights and individual freedom interfere with privacy issues for transgender people. The main purpose is to identify the legal and social challenges faced by this community in the process of legal recognition of gender identity. To achieve these objectives, the research uses a mixed methodology, which combines comparative legal analysis of legislation from different jurisdictions with relevant jurisprudence and public policy, highlighting exemplary practices and legislative gaps. The results of the study indicate the existence of a gap between the principles of human rights agreed at the international level and their implementation at the national level. Despite significant progress in some countries, many transgender individuals still face bureaucratic obstacles and discrimination when claiming their rights. Therefore, is obvious the need for legislative reform to facilitate the recognition of gender identity in a way that respects personal autonomy and privacy. The study recommends the development of policies and practices that promote social integration and respect for human rights for transgender people, emphasizing the crucial role of a rights-based approach in achieving equality and non-discrimination.

CHILD DISCERNMENT, A GLOBAL PROBLEM

PhD. student **Lenuța GIURGEA**
University of European Studies from Moldova, Republic of Moldova

Abstract

The United Nations Convention related to the rights of the child, on the one hand, in articles 12, 13, 14 and 15, regulates the freedoms of thought, opinion, conscience and religion, as well as association and free expression, on the other hand. Objectives: also, the holders of obligations for the child's best interest have the duty to turn these rights into reality as a direct guarantee of respecting their interests. Therefore, the state has an obligation to create the possibility that no child is marginalized in the realization of these fundamental freedoms through all possible measures. Research methods: the right compared to the position in Republic of Moldova, USA, Georgia, etc. in relation to legislative changes, jurisprudence with special regard to the cases resolved by the ECHR in the field, theoretical methods such as the comparative, historical, sociological method of course regarding the discernment of the child, because the methods used are strictly subordinate to the proposed purpose. Results and implications of the study: the Committee on the Rights of the Child, in its general comment no. 12 (2009), shows that the practices through which the contribution of children is required to rise to certain levels of honest and moral participation of children.

16.00 - 17.00

MODERN BUSINESS WITH ANCIENT TOOLS: WARRANTY AGAINST EVICTION IN ROMAN LAW AND ITS INHERITANCE IN THE FRENCH, GERMAN AND ITALIAN CIVIL CODES

Teaching assistant **Sorin-Alexandru VERNEA**
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Abstract

Modern Civil codes are mostly based on Private Roman Law, and this relation can be seen especially in the regulation of contracts and torts. The aim of this paper is to highlight the essential elements of the vendor's warranty against eviction by reference to the main sources of Roman Law, in order to search for its influence on contemporary civil law, in France, Germany and Italy. The analyze undertaken will use the comparative method, with direct reference to the Roman institutions that influenced contemporary legislation. This study is part of the author's recurring interest regarding the warranty against eviction, and its main focus is on the definition of eviction alongside the object of the warranty. As a conclusion, the author identifies a slightly different approach concerning the concept of eviction, that explains the similar treatment both for the warranty against eviction and defects, found in current legislations.

LIABILITY OF COMPANIES' MANAGEMENT IN CONNECTION WITH CLIMATE CHANGE. ADMINISTRATIVE, CIVIL AND COMPANY LAW ASPECTS

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Abstract

The paper analyses the growing drive towards company involvement in climate change adaptation and mitigation and the associated liability governments and international bodies place on management teams.