Abstract

This viva focuses on the issue of loan agreements, from the viewpoint of the bank as the loan creditor. The introductory chapters are devoted to specifying the loan concept and its role in economics, and also the legal definition of a loan agreement and its historic development. The following chapters define the terms for valid origin of a loan agreement and define its contracting parties. Emphasis is placed on specification of the position of the bank as the creditor.

The next part of this paper acquaints the reader with individual issues of existing loan agreements. This particularly concerns the topic of drawing and repaying the loan, currencies, the value and interest on the loan and the topic of security, general business terms and conditions and finally also the issue of immediate maturity of a loan.

This is followed by chapters devoted to execution of rights arising from the loan, with the understanding that emphasis is placed on the methods representing a more effective alternative to the standard finding procedure. Direct sale, notarial records with an immediate enforcement clause and the institute of assignment of receivables are also discussed. A chapter devoted to the arbitrality of disputes arising from loan agreements is also included. The amendment on arbitration proceedings, which precludes the possibility of hearing disputes arising from consumer loans before an arbitration court in relation to the new act on consumer loans, which came into force on 1 December 2016, is also pointed out here in particular.

And finally the viva discusses the issue of recovering the bank’s receivables within the terms of an insolvency proceeding. Attention focuses on specific disputable issues, which may appear in the defined sphere. For example, readers are acquainted with the topic of splitting receivables, i.e. the option of applying for repayment of debts from a receivable from a single substantive title, but partially as secured and partially as unsecured. The wholly current amendment to the insolvency act, which came into force on 1 July 2017, and the related issue of the statutory requirement of substantiating the existence of the receivable in question when submitting an insolvency petition, is also pointed out.