

ABSTRACT

This thesis is concerned with *Interim Measures regarding Unfair Competition* and is divided into two main areas describing relevant legislation. The first area is conceived as an assessment of procedural law mainly included in Act no. 99/1963 Coll., Civil Procedure Act, as amended (hereinafter referred to as “Civil Procedure Act”), whereas the second area is conceived as an assessment of substantive law represented by Act no. 89/2012 Coll., Civil Code (hereinafter referred to as “Civil Code”), which contains provisions of unfair competition.

At the beginning, the general conditions of proceedings are described. The general conditions consist of frequently discussed terms *lis pendens* and *res iudicata*. This is followed by specific conditions applicable to interim measures represented among others by the duty of depositing a security which is imposed on petitioners.

The following part, which is significant for the scope of this work, places an emphasis on the most important institutes of interim measures. It elaborates on the term to “prove” and “evince” certain facts as an assumption for interim measure issuance, on wording of a claim statement as well as on the material legitimization in the matters of unfair competition. Likewise, types of court decisions, the cancellation and termination of interim measures, remedies and the procedure after the issuance of interim measures are also described.

With regard to the effectiveness desired, also the consequences associated with the breach of interim measures have been taken into account. Petitioners may seek the enforcement of court decisions within the process of enforcement in accordance with Civil Procedure Act, or pursuant to Act no. 120/2001 Coll., on Bailiffs and Execution Activities (Execution Procedure), as amended.

Additionally, the process and conditions for claiming damages or other loss which may be suffered by the one against whom the interim measure had been aimed, or by a third person, are mentioned, too. The claim for damages or other loss shall be filed with the court within six months after the cancellation or termination of interim measures. If not, the right of an injured party ceases to exist, i. e. cannot be granted by the court. The liability of petitioners is objective thus the position of injured parties is facilitated from the procedural point of view.

Relatively significant demands are required from petitioners for interim measures. Motions have to be precise as the court does not call for the removal of potential defects. The reason is that the court is obliged to decide about the motion without any delay but no later than within the period of seven days.

Interim measures may be issued before filing an action or after its submission. In both cases, petitioners have to deposit a security to the court - in civil matters at the amount of CZK 10.000,- and in business matters at the amount of CZK 50.000,- as a security for the event of a claim for damages or other loss. Regardless, there are more implications hereof. Provided petitioners evince a claim and meet other requirements, the court will order an interim measure. However, the absence of some essential parts of submitted motion leads to a failure of the motion.

Last but not least, an aspect worth mentioning concerns the temporary nature of interim measures. Due to this fact, petitioners are obliged to bring a claim in merits if the claim has not been lodged yet.

The second area deals with substantive law regulating unfair competition which stems from Civil Code. The general clause of unfair competition consists of an act in economic relations, contrary to good manners of competition, and which has the capacity to cause harm to other competitors or consumers, is analysed for its considerable significance. Furthermore, statutory and judiciary types of unfair competitions are listed.

In terms of the aim of this thesis, particular claims of injured persons are essential as a procedural aspect of unfair competition. The most frequently used claims in unfair competition in connection with interim measures are the claims to refrain from a certain act. This claim is therefore incorporated throughout the entire thesis.

The last part is concerned with interim measures in the United States of America and their comparison from the point of view of the Czech Republic legislation. There are some institutes from the perspective of the *de lege ferenda* initiative.

While minimum standards shall be observed, interim measures provide a fast and efficient instrument for protection in the matters of unfair competition. Despite the imperfection of the law, interim measures have their appropriate place in civil procedures with an irreplaceable usability.