

# **Inominated and mixed contracts on the background of the New Civil Code**

## **Abstract**

This rigorous thesis deals with contracts that are not specifically regulated by law as a type of contract. These are mainly inominated contracts, but also mixed contracts, combining two or more nominated or inominated contracts. The aim of the rigorous thesis is to focus on certain specifics of concluding these contracts and define the regime by which these contracts will be governed, i.e. whether the general provisions of juridical acts are applicable to the inominated or mixed contract, whether the general provisions of contract law are applicable and whether the special provisions for individual types of contracts are applicable (i.e. the so-called admissibility of analogy with the type of nominated contract, which is closest to the inominated contract) etc.

The author divides the rigorous thesis into eight crucial chapters. The first six chapters form a general part of the rigorous thesis and the remaining two chapters form a special part of the thesis. In the general part, the author defines the inominated contract in Chapter 1, distinguishes it from nominated contracts and asks whether the inominated contract can contain essential elements of a contract in Chapter 2. The author also deals with the relationship between inominated and mixed contracts in Chapter 3, explains why he think that there is no equation between inominated and mixed contracts and argues with some opinions of leading experts in private law concerning of the subordination of the mixed contract to the inominated contract. In Chapter 4, the author deals with the admissibility of analogy in commercial relations, which is accordnig to the author one of the crucial chapters of the thesis. Chapter 5 and 6 deal with the realtionship between the inominated contract and general provisions of juridicial act and damages. In the special part, the author gets acquainted with the most frequently concluded inominated and mixed contracts and argues with the judicature of highest courts in the Czech republic focused on these contracts, distinguishes them from similarly nominated contracts and makes his own definition of these contracts.