IX. RESUMÉ

9.1 Sales Agreement on the Enterprise

This dissertation concerns the enterprise as the object of commercial law relationships. It is divided in five thematic parts /blocks (see Section 2-6).

In the first part I am dealing with a legal definition of the enterprise pursuant to the Czech Commercial Code. The definition of enterprise included in the Commercial Code is construed quite broadly in order to cover all elements of the enterprise. The basis for the definition of the enterprise is a decision concerning application of Montan Union Treaty Manessman dated 13 July 1962. No obligations belong to the definition of the enterprise. Qualification of the enterprise as a collective thing causes some difficulties, because the conception of the enterprise as a collective thing is in the Czech system of law neither defined nor legally regulated. Finally, I mentioned shortly a conception of the enterprise in the European law. According to the current legal regulation, the enterprise is understood as an object of legal relationships. I consider for substantial classification of dispositions with the enterprise on contractual and noncontractual.

The second part of my dissertation covers all possible contractual dispositions with the enterprise. The other parts of the dissertation cover the most important dispositions with the enterprise within commercial-law relationships.

The third part concerns sales agreement on the enterprise regulated in the Commercial Code. This is a complex regulation, on which basis the enterprise as a collective thing is transferred. Together with the enterprise related obligations are assigned. The sales agreement on the enterprise differs from the common sales agreement particularly by its specific object. This dissertation concerns particularly the enterprise as an object of the transaction, transfer of rights and obligations, protection of creditors and liability for defects of the transferred enterprise.

In the fourth part, I am dealing with the agreement on the lease of enterprise which is also regulated in the Commercial Code. Nevertheless, this agreement is governed in the Commercial Code only generally and there are several references to regulation in the Civil Code. I have focused on the definition of contractual parties as well as rights and obligations by the lease. However, numerous matters concerning operation and termination of the lease must be agreed by parties, as the statutory regulation is missing.

The last topic I am dealing with in detail is the pledge of the enterprise. As the enterprise is determined in the Civil Code as the object which is capable to be a pledge, this pledge may
be constituted. However, a current legal regulation is insufficient and has to be substituted by interpretation which may have a negative effect on certainty in law. I focused on constituting pledge to the enterprise and dispositions with property pertaining to the pledged enterprise.

Finally, I dealt concisely with the new regulation of the private law, which is in the legislative procedure now. We will see in the course of time whether this regulation comes into force.

9.2 Kličová slova / Key Words:

podnik / enterprise

kupní smlouva / sales agreement

nájemní smlouva / lease agreement