

Summary

The international carriage of goods takes up a significant position in time of developing business relations and in fact it is not even possible to imagine the interstate commerce without it. In the European continent it is the international carriage of goods by road which is preferred for its availability, flexibility and easy utility. With the view of standardizing the conditions governing the contract for the international carriage of goods by road the Convention on the Contract for the International Carriage of Goods by Road (CMR) was adopted at Geneva 19 May 1956 (registered ex officio on 2 July 1961, United Nations – Treaty Series 1961). This convention came into force on 2 July 1961 (for the former Czechoslovak Socialist Republic on 3 December 1974). Fifty-five Contracting Parties have accessed it till this time. After more than 50 years from the time of its adoption the CMR Convention remains respectable internationally and it is still a broadly applicable and stable regulation. It was amended once only by The Protocol to The Convention on The Contract for the International Carriage of Goods by Road (CMR) done at Geneva 5 July 1978.

Within the application of the CMR Convention it is still possible to find a lot of questions at issue, the author of this work deals with the most up-to-date ones. This thesis aims to analyse the valid legal situation in the area of the international carriage of goods by road, to outline the problems of interpretation of the selected articles of The Convention or the Czech legal provisions which are applicable in a subsidiary way and finally to outline the possible solutions. The work deals with the judicial decisions of the Czech courts, the courts of the Contracting Parties and the European Court of Justice a lot.

In the process of the evolving European integration it is not possible to examine the Convention (CMR) in isolation. The author came to the conclusion that is necessary to see the Convention in a broader context with regard to the fact that

some legal institutes of the International Civil Procedure adopted in the Convention are regulated in a non-fully identical way in the Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (Brusel I). Therefore the conflict of these legal regulations is possible.

The main thesis of the work deals with the carrier's liability for damage in delivery of the goods and for any delay in delivery: the concept of the carrier's liability, the privileged and non-privileged exemptions from liability, absolute liability of the carrier and limited and non-limited obligation to pay compensation for damage. This thesis deals with other legal issues which are closely connected with the carrier's liability such as the regulation of the jurisdiction of courts, the recognition and enforcement of judgments, the entitlement of litigants to sue and to be sued, the burden of proof, the period of limitation, carriage charges and their maturity.

After the analysis of the topics mentioned above the author comes to the conclusion that the Convention (CMR) is not always interpreted by the professional public and the courts of the Contracting Parties fully unambiguously. The author does not consider the uniformity of this interpretation as desirable because the discussion about these questions at issue can strengthen interpreting background of the Convention (CMR) which the author values positively in the view of the Czech and foreign professional literature and the decision-making practise of the courts. The author believes that it is necessary to reinforce the authentic interpretation of the Convention (CMR) independently of the interpretation made by the Contracting parties under the influence of their national legal regulations. Thereafter the Convention (CMR) can provide a good-quality legal basis for the judicial settlement of disputes in this area even in the next decades.