Abstract

The aim of this thesis is to dissert upon the institute of precontractual liability. The thesis focuses namely on the new Czech Civil Code effective from 1 January 2014, which introduced into the Czech legal order express and complex legal regulation relating to the precontractual liability. To create a complex overview of the institute *culpa in contrahendo*, this thesis compares the current Czech legal provisions with the previous legal provisions effective until 31 December 2013, and also with foreign legal provisions, namely in the francophone countries, and with international unification projects.

This thesis consists of nine chapters. The first chapter deals with the position of the precontractual liability in a legal environment and sets out the aims of this thesis. The second chapter enlightens possible concepts and basis of the institute *culpa in contrahendo* in different legal orders and deals with possible sanctions for violation of the precontractual obligations. The third chapter deals with historical evolution of the precontractual liability from the very first actions in Roman law until the current concept.

The fourth chapter disserts on the current Czech legal provisions of the Act No. 89/2012 Coll., the Civil Code, as amended. In this chapter, I deal with both the particular facts of the precontractual liability and the consequences of the violation of the precontractual obligations as well as the statutory limitation of the precontractual liability claims. The following fifth chapter deals with the same questions in relation to the Czech legal regulation effective until 31 December 2013. Compared to the previous fourth chapter, in the very beginning the fifth chapter contains an analysis and interpretation of particular legal provisions of the former Civil Code and Commercial Code, based upon which the precontractual obligations are construed under the former legislation. At the end of the fifth chapter I compare the former legislation contained in the previous Civil Code and Commercial Code with the legislation in force and assess the possibility of the application of the existing case law and legal theory to the new legislation effective from 1 January 2014.

The sixth and seventh chapters are devoted to French and Quebec legislation relating to *culpa in contrahendo*. Both chapters, in accordance with the logic of the previous chapters, contain both an analysis of specific legal provisions establishing the grounds for the precontractual liability and the clarification of particular facts of the precontractual liability, possible consequences of the violations of the precontractual liability and the statutory limitation of the precontractual liability claims. At the end of the sixth chapter, which deals
with French legislation, I also introduce a governmental draft of contractual law reform, which was presented to the parliament and the public, and a brief summary of the changes it brings.

The eight chapter presents a brief image of the respective legislation in several other countries – namely Germany (cradle of the institute of *culpa in contrahendo*) and the states of the common law system (Great Britain and USA), which on the other hand do not provide complex legal provisions relating to the precontractual liability. At the very end, some of the international unification projects are introduced – in particular the UNIDROIT Principles of International Commercial Contracts and Principles of European Contract Law.

The last chapter summarizes the respective findings of each of the analyzed legal orders and provides its comparison both from the perspective of the very concept and methods of the legal provisions relating to the precontractual liability in all the particular legal orders, as well as from the perspective of particular facts of the precontractual liability and their nuances, such as compensation of damages and its limits. In conclusion the thesis assesses all the compared legislations from the perspective of their integrity and quality of the legal provisions relating to the precontractual liability.