

Summary

Contractual and Non-contractual Obligations in Private International Law

This doctorate thesis deals with the European international private law and discusses the current law-crash modification of contractual and non-contractual obligations. Characteristic of the European community is the absence of unification of the substantive law, which is compensated, by the unification of conflict standards. The unification of conflict standards, as an instrument of the international private law, can be understood as a certain sign of unification of direct standards. Conflict standards do not govern directly the rights and obligations of the parties to a contract in international private law but they answer the question by which legal order the given relationship should be abided and therefore they provide certain degree of foreseeability and safety.

The first (general) part called "European international private law – from conventions to regulations" is dedicated to development of the unification of conflict standards within the European community. At present, the unification of the conflict issue is represented by two new-adopted Roman regulations concurring to the Roman convention on the law applicable to contractual obligations. Analysis of the first Roman regulation on the law applicable to contractual obligations (Regulation Rome I) and its individual stipulations is a subject to the second (special) part. Third (special) part is inscribed to the analysis of the second Roman regulation on the law applicable to non-contractual obligations (Regulation Rome II). The fourth part deals with the questions concerning interpretation and application of the European international private law with focus on interpretation of the *acquis communautaire* done within the preliminary ruling by the European Court of Justice. With the requirement for unification, eventually harmonization, of procedural and conflict standards, the need of single interpretation grows correspondingly. Identical text of a legal enactment does not have to be applied by member states in the same way, in particular for the reason of different interpretations which can lead to very dissimilar results reached by national courts. Within the EC, single interpretation of unified texts is performed by the European Court of Justice. The Community legal order is progressively framed up with judicature of the European Court of Justice which unifies the treatment of European law and thus assures peace and foreseeability of law.

As well as the Roman convention, both Roman regulations are based on four pillars which characterize them on the basic level. The first pillar represents the autonomy of the will of all parties to the contract; the second one is represented by general rules of the substitute determination of the decisive law. The third and the fourth pillar are common to all communal acts – it is the protection of public order of all member states (eventually the European public order) and unified interpretation of the ESD.

The Roman regulations confirm the universality principle and, in consequence, the governing law is used regardless to whether the law is one of the member states' law or not. The universal utilization in combination with obligatory application embodied in the first article of Roman regulations will take effect in exclusion of the application of national conflict standards of member states, as well.

By the adoption of the Roman regulations, to all parties to a private contract with an international element a sufficient foreseeability and peace in comparison with the conditions before is ensured. At present, the unification of conflict standards means a compromise to the pro tempore unreached unification of the substantive law modification and the stage of shattering and disunity of national amendments.