

Jurisprudență**Detalii privind cazul****ID național:** 16794/3/2008**Statul membru:** România**Denumire comună:** N/A**Tipul de decizie:** Altele**Data deciziei:** 09/03/2010**Instanța:** Inalta Curte de Casatie si Justitie**Obiect:****Reclamantul:****Pârâtul:****Cuvinte-cheie:** Jurisprudență România română**Articole din directivă**Consumer Sales and Guarantees Directive, [Article 1, 1.](#)**Notă preliminară**

By applying the Law no. 449/2003, which transposes the Directive 99/44/EC, the court held that the breach of the essential contractual obligations of the parties brings the termination of the agreement.

Fapte

The claimant, a Romanian company, argued that the sale purchase agreement concluded on 16th of November 2007 was terminated because the respondent, another Romanian company, did not fulfill its contractual and legal obligation to remedy the vices of the delivered goods.

In this respect, the Bucharest Tribunal decided the termination of the sale purchase agreement on account of the respondent's fault.

The respondent appealed the decision, but the Appeal Court of Bucharest rejected the appeal. This was, also, the decision of the High Court of Cassation and Justice, which rejected the second appeal because: the legal provisions indicated by respondent were not applicable in this case; the respondent breached its legal and contractual obligations; the Court had no obligation to communicate a copy of the expertise report to the respondent since it was summoned to participate at the expertise and chose not to attend it.

Chestiune juridică**Hotărârea**

The Romanian Courts decided that the parties of a sale purchase agreement are liable for breaching the obligations imposed by the Law No. 449/2003, concerning the guarantees for the vices of the goods delivered according to the contract.

The High Court of Cassation and Justice decided that the liability of a party does not depend on its presence at the expertise organised in order to determine the vices of the goods and that the courts have no obligation to communicate a copy of the expertise report to a party if he was summoned to participate at the expertise and chose not to attend it.

Text integral: [Text integral](#)**Cazuri conexe**

Nu există rezultate disponibile

Doctrină

Nu există rezultate disponibile

Rezultat