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TYTUŁ PRACY W JĘZYKU ANGIELSKIM:

The creditor's obligation to cooperate with the debtor and the legal consequences of its breach

STRESZCZENIE ROZPRAWY DOKTORSKIEJ W JĘZYKU ANGIELSKIM:

The subject of the doctoral thesis is the analysis of the creditor's obligation to cooperate and the legal consequences of its violation.

The general creditor's obligation to cooperate in the doctoral thesis should be understood as the creditor's obligations arising from Article 354 § 2 of the Civil Code in conjunction with Article 354 § 1 of the Civil Code. Specific creditor's duty to cooperate refers to the obligations imposed on the creditor under the provisions governing specific types of contractual obligations, while contractual obligations are those established by the parties in an agreement binding them by virtue of mutual declarations of will. Each of the above-mentioned types of creditor's duty to cooperate was examined, including an analysis of the legal consequences of their violation.

The structure of the work includes an introduction, four substantive chapters, and a conclusion.

The first chapter examines the creditor's duty to cooperate in foreign legislations that served as a model for the drafters of the Code of Obligations in the area covered by the work, i.e., German, Austrian, French, and Swiss law. The regulations adopted by the historical legislator are consistent with the provisions of the current Civil Code. English common law was also analyzed as a selected Anglo-Saxon law.

The second chapter is devoted to supranational law, i.e., model acts—PICC and DCFR—and an international agreement—CISG.

The penultimate chapter covers an analysis of Polish law from a historical perspective. Two periods were distinguished – the period of validity of the Code of Obligations and the Civil Code until 1990. The provisions of the Civil Code are separated in the historical-legal part, as they focus on Article 386 of the Civil Code, repealed on October 1, 1990, which established a (general) obligation of cooperation between entities of the socialized economy. In other respects, the views expressed historically are consistent with the positions presented today, which is why they are presented in the last substantive chapter.

The fourth substantive chapter is devoted to contemporary Polish law and is divided into three parts, corresponding to the different types of creditor's obligation to cooperate. The first part concerns the general creditor's obligation to cooperate. This part is the most extensive discussion presented in the work. In particular, it analyzes: the scope (content) of the general creditor's obligation to cooperate, the criteria on the basis of which this obligation should be performed, the legal nature of this obligation, and the legal consequences of violating this obligation. The second part concerns the specific creditor's obligation to cooperate in a sales contract, a contract for specific work, and a construction contract. The last part of the discussion is devoted to the contractual creditor's obligation to cooperate. The analysis covers: the admissibility of modifying the creditor's obligation to cooperate, the possibility of stipulating a contractual penalty in the event of a breach of the creditor's obligation to cooperate, and the legal nature of the contractual creditor's obligation to cooperate. The consequences of a breach of the contractual creditor's obligation to cooperate, which depend on how this obligation is perceived, are also indicated. Contractual modification of the creditor's obligation to cooperate will not always lead to a change in the legal nature of the obligations consisting in the creditor's participation in the performance.

The conclusion briefly presents the most important conclusions – including proposals *de lege ferenda* – arising from the research.

SŁOWA KLUCZOWE W JĘZYKU ANGIELSKIM:

creditor's obligation to cooperate, general creditor's obligation to cooperate, specific creditor's obligation to cooperate, creditor's delay, creditor's contractual penalty, creditor's obligation to pay damages

Adorzyła Jędr