
The Legal Character of the Subjective Time Limit under Article 515 of the Law on Obligations: Between Good Faith and Formalism

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Abstract

The legal nature of the subjective time limit set forth in Article 515 of the Law on Obligations of the Republic of Serbia, which regulates the buyer's right in cases of eviction, raises a number of theoretical and practical issues. Although prevailing legal doctrine and case law regard this time limit as preclusive, such interpretation becomes problematic in situations where the seller was aware of a third party's right and failed to disclose it. The paper particularly examines the limits of contractual exclusion of the seller's liability, viewed through the lens of the principle of good faith and fair dealing. By analyzing relevant judicial decisions and comparative legal solutions in German, French, Anglo-American, and international commercial law (CISG), the study argues for a clearer legislative determination of the nature of the time limit under Article 515 and for the introduction of exceptions in cases of the seller's bad faith. It concludes that such a reform would enhance legal certainty, safeguard contractual equilibrium, and align Serbian contract law with modern European standards.

Keywords: eviction, legal defect, contractual liability, preclusion, good faith and fair dealing.

Introduction

Eviction, as an institution of the law of obligations, serves to safeguard legal certainty in contractual relations by protecting the buyer against legal defects that may restrict or entirely exclude the buyer's right of ownership or use of the thing sold. The institution of eviction represents one of the classical mechanisms for the protection of the buyer in a contract of sale, whose primary function is to preserve legal certainty in transactions and ensure the full realization of the buyer's rights in relation to the purchased item. In this context, the seller's liability for legal defects serves as a corrective to the principle of autonomy of will, as it limits the possibility of transferring a right that is not complete or that is burdened by the rights of third parties. The stability of legal transactions requires not only that the seller deliver the thing free from third-party rights, but also that the legal system provide mechanisms enabling the buyer to secure effective protection where such rights exist and are asserted. Legal theory offers varying definitions of eviction—ranging from a broad understanding, which encompasses any legal disturbance of the acquirer by a third party, to a narrow approach, which links eviction exclusively to the loss of a dispute before a court (Slakoper, p. 2; Džipković, p. 163).

The Law on Obligations of the Republic of Serbia (ZOO), in Articles 508–515, regulates the seller's liability for legal defects. Both the statute and domestic legal scholarship treat the concepts of "legal defects" and "eviction" as synonymous (Džipković, p. 165). Particular importance is attributed to Article 515, which introduces a subjective time limit for the exercise of the buyer's rights in cases of eviction. These rights lapse if they are not exercised within one year from the day on which the buyer became aware of the existence of a third party's right. The legal nature of this time limit—whether it should be classified as a preclusive period or as a limitation period—remains theoretically controversial and practically

significant, since it directly affects procedural consequences and the very survival of the underlying subjective right (Šobot, p. 35).

The paper first examines the legal basis of liability for legal defects, emphasising its dispositive character. It then analyses the permissibility of contractual exclusion or limitation of the seller's liability in light of domestic and foreign case law, as well as relevant international instruments. Special attention is devoted to the conditions under which such derogation may be upheld, particularly the restrictions arising from the principle of good faith.

The central part of the paper addresses the interpretation of the time limit prescribed by Article 515 of the ZOO, with particular reference to domestic doctrine, judicial practice, and comparative approaches in both continental and common law systems, as well as within the framework of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The paper concludes by assessing Serbian case law and proposing a more precise normative determination of the legal nature of this time limit, including the introduction of exceptions in cases involving the seller's bad faith.

The aim of the research is to highlight the need for clearer normative and theoretical clarification of the time limit under Article 515 of the ZOO, thereby enhancing legal certainty, preserving the balance between contractual parties, and ensuring consistency with contemporary European and international standards.

1. Legal Basis and Nature of Liability for Legal Defects

The seller's liability for legal defects in Serbian contract law is grounded in the principle that the seller must enable the buyer to enjoy the purchased thing without legal disturbance. A legal defect exists where a third party holds a right in respect of the thing that excludes or limits the buyer's ownership, use, or power of disposition, provided that the buyer was neither informed of such right nor agreed to accept it.

Pursuant to Article 508 of the Law on Obligations (ZOO), the seller is liable where a third party's right prevents the buyer from exercising the rights arising from the contract. In the event of eviction, the buyer may seek rescission of the contract, restitution of the price paid, compensation for damages, as well as other legal consequences provided by law (Article 510).

Unlike liability for material defects, liability for legal defects is assessed according to an objective standard. The seller is liable irrespective of fault, once it is established that a third party's right restricts the buyer's entitlements. At the same time, this regime is dispositive: the parties may contractually exclude or limit the seller's liability, except where the seller knew of the third party's right or concealed it (Article 513). As noted in the literature, the dispositive nature of this framework does not preclude the operation of limits derived from the protection of the equivalence of performances and the interest in proper performance, which ultimately serves to maintain a fair balance between the contractual parties (Karanikić Mirić, 2024, pp. 388–389).

Article 512 of the ZOO is of particular relevance, as it extends the seller's liability to situations where actual eviction has not yet occurred but the third party's right is manifestly well-founded. This enables the buyer to respond preventively, rather than awaiting the final outcome of litigation. In parallel, Article 511 imposes on the buyer a duty to notify the seller in due time of the third party's claim, in order to preserve the buyer's right of recourse.

Within this system, the buyer's right of recourse plays a central role. After suffering the consequences of eviction, the buyer may claim restitution of the price and/or compensation for damages from the seller. This mechanism ensures that the buyer is compensated for the loss caused by the legal defect. Importantly, the buyer's failure to notify the seller of a third party's disturbance does not extinguish the seller's liability. Rather, it weakens the buyer's procedural position, since the buyer—if unsuccessful in litigation against the third party—may only subsequently invoke the seller's liability (Gorenc, 1993, p. 72).

The eviction regime under the ZOO therefore provides a structured and balanced framework of protection. At the same time, it leaves room for contractual modification of the parties' obligations, including limitations on the buyer's rights. This issue becomes particularly sensitive where the subjective time limit for exercising such rights is not respected, which is addressed in the following section.

2. Contractual Exclusion of Liability for Legal Defects: Legal Basis and Limits of Permissibility

The parties' right to determine the scope of the seller's liability for legal defects represents one of the most complex issues arising from the application of the principle of freedom of contract in the law of obligations. Although the law allows derogation from this liability regime, such contractual autonomy is subject to strict conditions and limitations, aimed at preserving legal certainty and maintaining the balance between the contractual parties.

The positive-law framework of the Republic of Serbia, as set out in Articles 508–515 of the Law on Obligations (ZOO), establishes the seller's objective liability for legal defects, while allowing its exclusion only where the explicitly prescribed statutory requirements are met. Legal scholarship emphasises that the eviction regime is dispositive in nature; however, contractual modification is not unlimited. In particular, the seller may not exclude or limit liability for defects of which the seller was aware or which the seller concealed in bad faith, as such a contractual provision would run counter to the fundamental principles of the law of obligations (Karanikić Mirić, 2024, p. 396).

The validity of a contractual provision by which the seller is released from liability cannot be assessed in isolation. Rather, it must be evaluated in light of the principle of good faith, the need to protect the economically weaker party, and the requirement to prevent abuse of superior bargaining power. Comparative legal sources confirm a similar approach. The United Nations Convention on Contracts for the International Sale of Goods (CISG), as well as national legal systems such as German and French law, impose restrictions on the permissibility of clauses excluding the seller's liability, particularly in cases involving concealment or non-disclosure of third-party rights affecting the object of sale.

2.1. Legal Criteria for the Permissibility of Derogating the Seller's Liability

The principle of party autonomy allows contractual parties to regulate their mutual relations as they deem appropriate. However, the exclusion or limitation of the seller's liability for legal defects is not unlimited. Freedom of contract in this field is constrained by mandatory rules of the law of obligations and by the principle of good faith. Article 513 of the Law on Obligations (ZOO) provides that the seller's liability may be contractually limited or fully excluded, but not in cases where the seller knew, or could not have been unaware, of the existence of a legal defect. In such circumstances, a contractual provision excluding liability is deemed null and void (Article 513(2) ZOO).

The legal effect of a contractual clause releasing the seller from liability therefore depends on the seller's good faith and full disclosure of all relevant facts concerning the legal status of the object of sale. Any deviation from the statutory regime is subject to strict judicial scrutiny in light of the principle of good faith set out in Article 12 of the ZOO. Where the seller was aware of a third party's right but concealed that circumstance with the intent to mislead the buyer, the exclusion clause becomes void, as it conflicts with the fundamental values of the law of obligations and public policy. This confirms the corrective role of the courts in safeguarding the fair balance between the contractual parties.

Similar solutions may be found in international and comparative law. Under German law, § 435 of the Bürgerliches Gesetzbuch (BGB) provides that an item is free from legal defects where third parties are unable to assert rights in respect of it, except for those expressly assumed by the buyer under the contract. A legal defect exists where a third party may demand the return of the item or impose limitations on its use without the buyer's consent. German doctrine and practice also treat as a legal defect a situation in which a non-existent right is entered in the land register, reflecting a high level of buyer protection and the seller's objective liability (Bürgerliches Gesetzbuch [BGB], § 435, 2025).

In French law, Article 1628 of the Code civil provides that the seller may not be released from liability for legal defects that arise from the seller's own conduct. Even where the contract contains a clause excluding liability, the seller remains liable if the seller knew of the legal defect or caused the disturbance affecting a third party's right (Code civil, art. 1628, Legifrance). Additional protection is afforded to the buyer by Article 1643, which establishes the seller's liability for legal defects that prevent peaceful enjoyment of the thing, unless the buyer expressly agreed to them (Code civil, art. 1643, Legifrance).

In Serbian judicial practice, the validity of the buyer's consent to legal limitations affecting the object of sale is assessed in light of the principle of good faith, the duty of disclosure, and the requirement to preserve contractual equilibrium. The buyer's consent cannot be presumed; it must stem from an explicit declaration of intent based on complete and timely information. The burden of proof lies with the seller to demonstrate that the buyer was informed of the existence of third-party rights or other legal impediments capable of affecting the use of the object of sale. In its decision of the Supreme Court of Cassation of Serbia, Rev. 742/06 of 28 June 2006, the court held that the seller remains liable for legal defects even where the thing has been physically delivered to the buyer, if public-law restrictions exist that affect its use and the buyer was not informed thereof. The court emphasised that a contractual clause excluding liability produces no legal effect where the buyer was not previously informed in good faith of the legal status of the thing.

2.2. Limits of Permissible Contractual Clauses in Light of Public Policy and the Principle of Good Faith

Freedom of contract, although guaranteed by the principle of party autonomy, is in modern contract law subject to limitations arising from public policy, mandatory rules, and the principle of good faith. These limitations become particularly relevant when assessing contractual provisions that derogate from the seller's statutory liability for legal defects, especially where the buyer is in a weaker legal or factual position.

Article 10 of the Law on Obligations (ZOO) provides that a contract contrary to mandatory provisions, public policy, or good morals produces no legal effect. Article 15 of the ZOO establishes contractual relations on the principle of equivalence of performances, while Article 12 obliges the parties

to act in good faith. On the basis of these norms, courts are authorised to declare null and void a contractual provision that leads to a manifest imbalance in the rights and obligations of the parties, or that results from the seller's concealment of decisive circumstances.

Legal scholarship emphasises that the principle of good faith operates as an “imperative standard” permeating the entire system of obligations, functioning as a corrective to contractual autonomy and preventing exploitation of the weaker party by ensuring a fair balance of interests (Pajtić, Radovanović & Dudaš, 2018, pp. 86–88).

Case law largely confirms the primacy of good faith in this context, although examples may be found in which Article 515 is interpreted in a strictly formalistic manner. For instance, the Supreme Court of Montenegro, in decision Rev. 117/98, held that “liability for legal defects complements the effects of the contract of sale and therefore cannot be invoked beyond the short and strict time limits within which the buyer may seek protection against eviction...” (Ćosić, 1988, pp. 216–217). By contrast, formalism has no place in more recent judicial practice. In decision Rev. 742/06, the Supreme Court of Serbia held that the seller cannot be released from liability where the seller concealed the existence of a third party's right limiting the buyer's ability to use the object of sale. The court emphasised that such a clause produces no legal effect, since it is not the result of good faith and full disclosure to the buyer, but rather a consequence of abuse of superior bargaining power and a breach of trust in legal transactions.

A similar approach is evident in international and comparative law. Articles 41 and 42 of the United Nations Convention on Contracts for the International Sale of Goods (CISG) provide for the seller's liability where a third party holds a right in the goods, unless the buyer knew or could not have been unaware of such right (DiMatteo, 2005, p. 109). CISG commentary further underscores that contractual attempts to exclude such liability will be ineffective where they conflict with fundamental principles of good faith and fair dealing (Schwenzer, 2016, p. 656).

In Anglo-American law, the doctrine of *unconscionability* has developed as a mechanism for challenging contractual terms that produce manifest injustice. Courts may intervene where the bargaining process was significantly unequal or where the agreed terms are oppressive in nature (DiMatteo, 2014, p. 212).

German law, in § 307(1) BGB, provides for the invalidity of contractual terms that unfairly place one party at a disadvantage. This rule applies both to standard-form contracts and to individual clauses derogating from statutory obligations where they are contrary to principles of fairness and contractual equality. French law adopts a comparable approach. Article 1170 of the Code civil invalidates any clause that deprives a contractual obligation of its essential content, while Article 1137 provides for nullity where the other party was misled through the concealment of facts of decisive significance (Code civil, arts. 1170 and 1137, Legifrance).

In Swiss law, bad faith is addressed through procedural mechanisms. Under civil procedure rules, a party—here, the buyer—has the right to notify the seller of litigation with a third party concerning legal defects and to invite the seller to intervene in order to protect the buyer's interests. The seller is not obliged to join the proceedings; however, if the court decision is rendered to the detriment of the buyer, its effects may also extend to the seller (Jovičić, 2018, p. 256).

A different approach is adopted in the proposed European codification of private law, namely the *Principles, Definitions and Model Rules of European Private Law* (Draft Common Frame of Reference—

DCFR). In Book IV, Part A (Sales), Article 2:305 (*Third party rights or claims in general*) establishes the general rule that “the goods must be free from any right or reasonably well founded claim of a third party” (von Bar, 2009, p. 282). A separate, autonomous eviction remedy is not provided; instead, a breach of this rule is sanctioned under the general rules governing non-performance of contractual obligations.

In light of the foregoing, it may be concluded that contractual clauses excluding the seller’s liability for legal defects lose legal effect where they result from the concealment of decisive circumstances, disturb the contractual balance, or contradict fundamental principles of fairness. Such provisions undermine not only the buyer’s individual rights but also overall confidence in legal transactions, and therefore require strict judicial control.

3. Case Law and Comparative Legal Overview

Following the theoretical analysis and examination of domestic legal provisions, it is necessary to consider the practice of foreign courts and international arbitral tribunals, as such practice confirms the universal character of limitations on contractual autonomy and highlights the role of good faith as a corrective mechanism in contractual relations. Comparative analysis demonstrates that, across different legal systems, restrictions on freedom of contract are grounded in similar values—namely, the protection of the weaker party and the preservation of a fair balance of contractual obligations.

In German law, § 435 BGB provides that an item is affected by a legal defect where it is encumbered by a third party’s right which the buyer is not obliged to tolerate. In its decision of 10 March 1999 (BGH, VIII ZR 204/98), the Bundesgerichtshof confirmed that the seller bears liability where a legal restriction affects the usability of the item and where the buyer was not adequately informed thereof.

The French Cour de cassation, in its decision of 30 January 2008 (third civil chamber, no. 06-21.145), held that the seller remains liable even where the contract contains an exclusion-of-liability clause, if the seller failed to disclose the existence of an easement that substantially restricts the use of the property. The court emphasised that such a contractual provision produces no legal effect if it is not the result of the buyer’s consent formed in good faith and based on prior disclosure.

In the Anglo-American legal tradition, particularly in the English case *Interfoto Picture Library Ltd v Stiletto Visual Programmes Ltd* (1989), the court held that a contractual term imposing a disproportionately high charge for late return of goods does not produce legal effect unless it was clearly and explicitly brought to the other party’s attention. The court stressed that terms with unusual or surprising consequences must be specifically highlighted.

Protection of the weaker party has been further developed in United States law through the doctrine of *unconscionability*. In *Williams v Walker-Thomas Furniture Co.* (1965), the United States Court of Appeals for the District of Columbia Circuit declared void a contractual clause under which the buyer, due to delay in instalment payments, would forfeit all previously paid goods. The court held that such a term, reflecting an imbalance of bargaining power, could not have legal effect because it was not the result of good faith and genuinely informed consent (DiMatteo, 2014, p. 212).

Within the framework of the United Nations Convention on Contracts for the International Sale of Goods (CISG), although there is no explicit prohibition of contractual provisions excluding liability, their permissibility is assessed in light of the principles of good faith and fairness reflected in Article 7 of the Convention. In an arbitral award rendered in Vienna (Arbitral Award SCH-4318, 1994), it was found that

an exclusion-of-liability clause was not binding upon the buyer because it had not been clearly disclosed nor properly accepted, thereby violating the standard of good faith contracting. As Schwenger concludes (2016, p. 656), a contractual derogation of the seller's liability under the CISG cannot produce legal effect where it is contrary to the fundamental principles of good faith and fair dealing.

Based on the analysis of domestic and comparative case law, it may be concluded that the possibility of contractual derogation from the seller's liability for legal defects is not absolute, but rather limited by the principles of good faith and fair dealing, the obligation to fully inform the buyer, and the prohibition of abuse of contractual autonomy.

On the basis of both domestic and foreign case law, it may be concluded that contractual derogation of liability is not absolute. Its permissibility depends on the seller's good faith conduct, the buyer's explicit and prior consent, and the absence of any abuse of contractual position. Otherwise, a clause excluding liability produces no legal effect, regardless of its formal acceptance.

4. Theoretical Challenges and Normative Dilemmas Concerning the Time Limit under Article 515 of the ZOO

The time limit prescribed by Article 515 of the Law on Obligations (ZOO)—according to which the buyer loses eviction-related rights if they are not exercised within one year from the day the buyer became aware of the existence of a third party's right—raises a number of theoretical and practical dilemmas. The key issue concerns its legal nature: whether the time limit constitutes a preclusive period or a limitation period. This distinction has immediate consequences for the buyer's legal protection, particularly with respect to the possibility of suspension and interruption, procedural effects, and the court's duty to take the expiry of the period into account *ex officio*.

In legal doctrine, the prevailing view is that Article 515 establishes a preclusive period (Babić, 2008, p. 40), since the expiry does not merely bar the claim but extinguishes the buyer's substantive right itself. This approach has also been confirmed in judicial practice, where it is emphasised that the expiry of the period under Article 515 of the ZOO results in the definitive termination of the right, regardless of the debtor's will (Veljković, 2018, pp. 129–130). A similar position is reflected in comparative scholarship, which underlines that preclusive periods lead to the extinguishment not only of the possibility to pursue a judicial claim, but of the right itself (Slakoper, 2007, pp. 6–7). This understanding is further supported by more recent domestic scholarship, according to which the buyer's right is extinguished upon the lapse of one year from the moment of learning of the third party's right, confirming the preclusive nature of the period under Article 515 of the ZOO (Karanikić Mirić, 2024, p. 391).

However, the need for a more flexible interpretation has also been emphasised in situations where the seller was aware of the existence of the third party's right and concealed that circumstance. A strictly formalistic application of preclusion in such cases may disturb the balance between the contracting parties and lead to outcomes incompatible with the principle of good faith (Fišer Šobot, 2015, p. 469). Insisting on preclusive effects in these situations creates room for abuse of contractual autonomy, particularly where the seller exploits legal or economic superiority in order to conceal decisive circumstances (Slakoper, 2007, p. 7).

The issue is further complicated by the unclear systematic position of Article 515 in relation to the general rules on limitation and preclusion. Although the legislator uses wording suggestive of preclusion,

it remains ambiguous whether courts must dismiss a claim brought after the expiry of the period on their own motion, even where the opposing party has not raised the objection. This normative ambiguity contributes to inconsistent case law and undermines legal predictability.

Comparative models offer different solutions. German law, in § 438 BGB, provides limitation periods in relation to legal defects, while affording additional protection to the buyer in cases where the seller fraudulently concealed the defect through the application of a longer limitation period under the general rules (§ 438(3) BGB). French law, in Article 1648 of the Code civil, provides that the buyer must initiate proceedings concerning a defect within two years from the moment the defect was discovered, allowing for contractual modification of the time limit, while requiring respect for the principle of good faith and full disclosure. Under the CISG, Article 42 obliges the seller to deliver goods free from any right or claim of a third party. The buyer loses the right to rely on such a defect unless the buyer notifies the seller within a reasonable time, pursuant to Article 43 CISG. Although the Convention does not specify a precise period, practice requires timely notice, with interpretation relying on the principle of good faith in international trade under Article 7(1) CISG (Schwenzer, 2016, p. 656).

In its decision Rev 5683/2020 of 7 April 2022, the Supreme Court of Cassation reaffirmed the importance of the seller's good faith conduct as a criterion when assessing whether the buyer exercised rights in a timely manner. The court took the view that the buyer's procedural position may be preserved where the seller's bad faith is established, thereby justifying deviation from strict time limits. This approach is also indirectly relevant for interpreting eviction, particularly with regard to the consequences of missing the subjective period under Article 515 of the ZOO where the seller was aware of the third party's right and concealed it.

In light of the foregoing, *de lege ferenda* it would be appropriate to consider amending Article 515 of the ZOO in order to clarify the legal nature of the time limit and to introduce exceptions in cases involving the seller's bad faith. A clearer normative solution would strengthen legal certainty, ensure alignment with contemporary European standards and CISG practice, and preserve a fair balance between the contracting parties.

Conclusion

The seller's liability for legal defects is one of the fundamental institutions of the law of obligations, serving to preserve legal certainty and to protect trust in contractual transactions. The analysis demonstrates that the domestic legal framework is based on the seller's objective liability, while also allowing contractual modification, subject to limits established by mandatory rules and the principle of good faith. In this manner, a balance is maintained between freedom of contract and the need to protect the weaker party.

Serbian case law confirms that contractual provisions excluding liability cannot produce legal effect where they result from the seller's bad faith conduct or the concealment of decisive circumstances. Comparable standards exist in German, French, and Anglo-American law, as well as within the framework of the CISG, which points to a broader tendency in modern contract law to limit contractual autonomy in order to preserve a fair balance between the contracting parties.

Particular difficulty arises in relation to the time limit under Article 515 of the ZOO, which is predominantly interpreted in both doctrine and practice as a preclusive period. Such an interpretation

leads to the extinguishment of the buyer's substantive right itself, thereby producing far-reaching consequences for legal protection. A strictly formalistic approach to this rule may, however, undermine fairness, especially in situations where the seller in bad faith concealed the existence of a third party's right.

De lege ferenda, it is necessary to provide a more precise normative regulation of the time limit under Article 515 of the ZOO by clearly determining its legal nature and expressly introducing exceptions in cases involving the seller's bad faith. Such a solution would contribute to strengthening legal certainty, harmonising judicial practice, aligning domestic law with contemporary European and international standards, and preserving a fair balance between contractual parties.

A precise normative regulation of the time limit prescribed in Article 515 of the Law on Obligations, with a clear definition of its legal nature and the introduction of exceptions in cases of the seller's bad faith, would represent an important step toward the modernization of domestic contract law. Such a solution would not only contribute to greater legal certainty and consistency in judicial practice, but would also facilitate the harmonization of Serbian law of obligations with contemporary European standards of protection of contracting parties.

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Pravna priroda roka iz člana 515. ZOO: između savesnosti i formalizma

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Sažetak

Pravna priroda subjektivnog roka iz člana 515. Zakona o obligacionim odnosima, kojim se uređuje ostvarivanje prava kupca u slučaju evikcije, otvara brojna teorijska i praktična pitanja. U domaćoj doktrini i sudskoj praksi taj rok se pretežno smatra prekluzivnim, ali takvo tumačenje postaje sporno kada je prodavac znao za postojanje prava trećeg lica i tu okolnost prećutao. Posebna pažnja posvećuje se granicama ugovorne derogacije odgovornosti prodavca u svetlu načela savesnosti i poštenja. Analizom sudske prakse i uporednih rešenja u nemačkom, francuskom, angloameričkom i međunarodnom trgovačkom pravu (CISG) ukazuje se na potrebu preciznijeg normativnog određenja roka iz člana 515, uz predviđanje izuzetaka u slučajevima nesavesnog postupanja prodavca. Zaključuje se da bi takvo rešenje doprinelo pravnoj sigurnosti, ravnoteži ugovornih strana i usklađivanju sa savremenim evropskim standardima.

Ključne reči: evikcija, pravni nedostatak, ugovorna odgovornost, prekluzija, savesnost i poštenje.