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Abstract:

The article concerns the interpretation of Article 450 of the Civil Code of 1964. This provision states that: "A creditor cannot refuse to accept a partial performance even if his whole claim is already due and payable unless accepting the partial performance violates his justified interest". Such a regulation deviates from the solutions adopted in the mainstream of European legal orders. It is difficult to find arguments for the continued existence of Article 450 of the Civil Code understood as a ground for forcing the creditor to accept partial performance. A different meaning can be given to this provision through its renewed interpretation. According to the interpretation of Article 450 of the Civil Code presented in the text, it can be argued that, firstly, the phrase "partial performance" used therein can be understood as "performance not properly performed". Secondly, the phrase 'to refuse to accept' can be understood as 'to refuse to take specific actions understood as cooperation in the performance'. Thirdly, the purpose of the norm contained in Article 450 of the Civil Code is not to define a pattern of correct behaviour between the parties, but to reduce the extent of a potential dispute that may arise as a result of a breach of contract. Fourthly, there is no basis for treating *a priori* partial monetary performance as not violating the creditor's legitimate interest. Fifthly, if the basis for acceptance of the performance was Article 450 of the Civil Code, the creditor may withdraw from the entire obligation, even if the performance of both parties was divisible, without the necessity of proving the occurrence of the prerequisites mentioned in Article 491 § 2 of the Civil Code. Sixthly, it is not possible to apply Article 450 of the Civil Code and Article 457 of the Civil Code cumulatively. If Article 450 of the Civil Code is understood in the manner presented in this article, replacing it with provisions of the content adopted in the mainstream European legal orders would seem to be a missed opportunity to - as it seems - more appropriately define the

content of the creditor's rights and duties, in a situation where the debtor provides only part of the owed debt.