P-ISSN 2233-3746 / E-ISSN 2720-782X
https://doi.org/10.60131/jlaw.2.2023.7695

Ketevan Kochashvili*

Liability without Fault – an Exception to the General Rule of Private Law

The principle of Fault liability is a general rule for the substantive branch of private law – civil law, and liability without fault – the so-called Strict liability, as it is referred to in Anglo-American law, is an exception to this rule. Both the provisions of the national and unified law provide for the exemption of releasing the participant in civil circulation from liability due to natural or social circumstances because it would have been impossible to have foreseen or avoided the incident if he had shown the necessary foresight and diligence because of the extraordinary and insurmountable nature of this circumstance. It should be noted that such circumstances in the scope of liability without fault cannot ensure the release of a person from responsibility. A creditor participating in a legal relationship, in the event of a delay in receiving performance, or a debtor because of exceeding the deadline to fulfill the obligation, regardless of their fault, bears the risk of performance of the obligation. Also, the owner of the source of increased danger is responsible for the damage caused to another person by the object or activity considered as a source of danger, regardless of his fault. Civil liability insurance is considered as a deterrent to no-fault liability, regarded as an injustice allowed by law. On the one hand, it socializes the risk for the person liable for the damage, on the other hand, it is found as a means of balancing the interests of the victim.

Keywords: *Fault, Strict Liability, Impossibility of Performance, Default, Increased Risk, Liability Insurance*

The paper is dedicated to professors – ***Tamar Chitoshvili, Mariam Tsiskadze, Mzia Dundua, Irina Akubardia and Maya Kopaleishvili,*** *whose love, wise advice, warmth, love and care follows me since I was a student, whose support, at the most difficult stage of my life, is unforgettable.*

1. Introduction

Since the early stage in the development of Rome Law a universal formula has been applied: everyone is liable only for damages caused by their own culpable actions. Fault is a necessary condition for civil liability both in contract and tort law. However, there is an exception to this general rule, in the form of strict liability which includes liability without fault. In this case, the person has to take responsibility for only the damage and breach of fiduciary duty including prudence and diligence,

* Doctor of Law, member of the Institute of Contemporary Private Law at Ivane Javakhishvili Tbilisi State University.

and characteristic of the average participant in civil circulation is not considered. The damage might occur thanks to simple (casus) or qualified fortuitous circumstances (force majeure), which does not depend on the will of a debtor or is out of his control that is also the reason for releasing a person from liability, however, due to the essence of strict liability, the general rule appears to be ineffective. We find liability without fault in contract law, e. g; obligee in default, loss of a generic thing or the damage caused by a source of increased danger in tort law.

2. The Grounds for a Release of Liability

2.1. Casus and Force Majeure

The principle of Fault Liability (a person is responsible only for intentional or negligent conduct)[1] is a cornerstone of every cultural legal order.[2] The general rule assumes the person is liable not for the damage but for the fault. When the fact of causing damage is sufficient to impose the liability of compensation on the debtor and the guilt is not decisive for the determination of liability, strict liability has to be applied.[3] If the damage is generated by such accidental circumstances that do not depend on the will of the violator of the law or it is out of control and risk of a debtor, the person is released from liability.[4] Also, liability is removed when a person cannot avoid or overcome accidental circumstances.[5] e.g. According to France, the debtor is not liable for non-fulfillment of an obligation if he proves that the cause of the damage was such an obstacle that he cannot have foreseen at the time of concluding the contract. According to the Civil Code (Article 1147), the debtor is released from compensation for damages if the non-performance is caused by an external cause that cannot be blamed on him.[6]

The doctrine of civil law distinguishes between a simple case – **casus**[7] and a qualified case, an irresistible force – **force majeure**. The latter is today considered an adequate means of indicating the case of complete impossibility.[8] In modern legal systems, "force majeure", which originates from the Roman concept of vis major (objective factors that do not depend on the will of a particular person)[9],

---

1 *Surguladze Iv.,* Essays from the History of Political Doctrines of Georgia, Tbilisi, 2001, 27 (in Georgian).

2 *Pokrovsky I.A.,* Main problems of civil law, M., 1998, 286 (in Russian).

3 *Bachiashvili V.,* Secondary requirements considering the characteristics of the mixed contract, the dissertation for obtaining the academic degree of Doctor of Law, TSU, Tbilisi, 2019, 159 (in Georgian).

4 *Windscheid B.,* On obligations under Roman law, St. Petersburg, 1875, 42 (in Russian).

5 *Lando O.,* Non-performance (breach) of the contract, Journal. "Review of Georgian Law", Vol. 14, 2013-2014, 111 (in Georgian).

6 *Zweigert K., Kotsi H.,* Introduction to comparative jurisprudence in private law, Vol. II, translated from the Russian edition by E. Sumbatashvili, translation ed. and the author of the last words is T. Ninidze, Tbilisi, 2001, 190 (in Georgian).

7 In ancient Georgian law, for example, in the works of Davit Batonishvili (Bagrationi) where the differentiation of fault is deeply discussed, some of the different types of carelessness might be cases (casus). Iv. Surguladze, Essays from the History of Political Doctrines of Georgia, Tbilisi, 2001, 142 (in Georgian).

8 *Talon D.,* Complicated Performance, Journal. "Review of Georgian Law," Vol. 14, 2013-2014, 97 (in Georgian).

9 *Dozhdev D.V.,* Roman private law, M., 2002, 494 (in Russian).

acts as a general contractual principle as a basis for excluding liability regardless of whether it is stipulated in the contract or not.[10] Both simple and qualified cases appear to be extraordinary, special in nature, unforeseen, unexpected, insurmountable in the given conditions and make performance impossible.[11] The case is internal, and the force majeure is external concerning the activity of a person, which is connected with arising damage. Their main feature is that circumstances preventing the fulfillment of the obligation are beyond the control of the debtor, thus, the debtor is not directly liable, or cannot be assumed depending on the content of the contract.[12] In addition, if it was possible to foresee these consequences in advance, a simple accident would also be avoided (eg, if the trading subject was aware that the consumer demand for the goods would decrease, he would no longer buy new goods and evade damage), and the inevitability of irresistible force would also be seen in this case. An irresistible force refers to natural disasters (floods, earthquakes, etc.), unpredictable political and economic factors, social changes: inflation, economic crisis, armed conflicts, export bans, and others. Also, the futility of performance might be caused by the damage to the debtor's health or death in the case of personal obligation or destruction and damage of the subject of performance, loss of a debtor's right to it.[13] There is an interesting case in Georgian judicial practice when the parties considered a violation of public order as force majeure by the agreement. That would prevent them from performing their obligations under the contract, and none of the parties would be responsible for failure to fulfil the obligation. The mentioned circumstance has occurred, public order was violated and the criminal was prosecuted for having the crime that represents the most dangerous illegal action forbidden by law.[14]

2.2. Impossibility of Performance and its Types

In the European civil doctrine, the terms of chance occurrence and force majeure are often replaced by the concept of impossibility of performance, which is distinguished in different ways, particularly: **natural** (performance is impossible due to the destruction of the item or the death of the debtor),[15] **objective** (it is impossible to fulfill the liability not only for a specific debtor, but also for any person), **subjective** (it is related to the personality of the debtor, his physical, financial, intellectual, emotional or other incapacity),[16] **physical** (the performance is impossible according to the

---

10 *Chitashvili N.,* The impact of changed circumstances on the performance and possible secondary remedies of the parties (comparative analysis), Tbilisi, 2015, 52 (in Georgian).

11 *Kaplunova E.S.,* Force majeure and related concepts, Abstract, Tomsk-2005 (in Russian).

12 *Chitashvili N.,* Legal prerequisites of Hardship and force majeure, jubilee collection dedicated to the 60th anniversary of Professor Besarion Zoidze, ed. *Chanturia L., Burduli I.,* Tbilisi, 2014, 338 (in Georgian).

13 *Vashakidze G.,* Commentary on the Civil Code, Book III, authors collective, ed. *Chanturia L.,* Tbilisi, 2019, 575; (in Georgian).

14 Case No. 3K/504-01, 25.07.2001, *Nachkbia A.,* Interpretations of Civil Legal Norms in the Practice of the Supreme Court (2000-2013), Tbilisi, 2014, 138, 140 (in Georgian).

15 *Begiashvili N.,* Impossibility of performing the obligation (comparative-legal analysis), Journal. "Table of Contents", No. 1(2), 2011, 18 (in Georgian).

16 *Zoidze B.,* Commentary on the Civil Code of Georgia, Book III, authors collective, ed. *Chanturia L., Zoidze B., Ninidze T., Shengelia R., Khetsuriani J.,* Tbilisi, 2001, 374 (in Georgian).

laws of nature, e.g. the promised item has been destroyed in the way it cannot be restored),[17] **factual** (The item or right to be transferred to the creditor no longer exists), **legal** (in this case a person performs a specified activity in the way of providing a right or object which is prohibited by law),[18] **economic** (the action for contractual liability is unacceptable for the obligor from an economic point of view. The performance is still possible, but impossibility is based on changes in circumstances: money inflation, increase in product prices, etc.),[19] **permanent** (such impossibility occurs when the purpose of the agreement is in question and another party cannot be required to remain bound by contract until the obstacle is removed),[20] **temporary** (impossibility, particularly of brief duration, the merely excusing performance until it subsequently becomes possible to perform rather than excusing performance altogether).[21] **Full and partial impossibility (**at this time the issue of sharing the physical and legal object to the contract is of decisive importance as is the circumstance of whether the creditor has lost interest in the partial performance of the obligation or not).[22]

According to the doctrine of force majeure or non-culpable impossibility, the debtor is freed from contractual liability and the obligation to pay for damages.[23] (However, the creditor has the right to such remedies as suspension of reciprocal performance, termination of the contract),[24] because no one is bound to perform what is not possible to be performed. Nevertheless, according to the European Court of Justice, force majeure cannot be limited to the concept of absolute impossibility of performance, it must include unusual circumstances arising beyond the control of the contracting party. The elimination of the consequences despite reasonable prudence and care, is impossible to achieve without extremely heavy costs.[25]

---

17 This kind of impossibility is synonymous with objective impossibility, perhaps even subjective: e.g. The debtor is unable to perform the promised work because of illness. *Medicus D.,* Schuldrecht I, Allgemeiner Te; 15Auflage, Munchen, 2004, Rn 366. Referred to: Zoidze T., Impossibility of performing obligations according to Georgian and German law, Journal. "Private Law Review," No. 2, 2019, 150.

18 *Kropholler I.,* German Civil Code, Study Commentary, Tbilisi, 2014, 150 (in Georgian).

19 *Legashvili D.,* Impact of changed circumstances on contractual relations, Journal. "Journal of Law", No. 2, 2013, 95 (in Georgian).

20 Palandt-Heinrich, the opinion is indicated: *Kropholler I.,* German Civil Code, educational commentary, 13th edition, translators: *Darjania T., Chechelashvili Z., ed. Chachanidze E., Darjania T., Totladze L.,* Tbilisi, 2014,151 (in Georgian).

21 *Maisuradze A.,* Impossibility of performing the obligation in German and Georgian civil law, Journal. "Justice and Law", No. 2, 2013, 43 (in Georgian).

22 *Shakiashvili B.,* Impossibility of performing the contractual obligation, abstract, Tbilisi, 1998, 11 (in Georgian).

23 *Chitashvili N.,* Hardship and impossibility of performance arising from changed circumstances, Journal. "Journal of Law", No. 2, 2011, 153. According to another opinion, the impossibility of performance of the obligation is one of the breaches of obligation, which leads to the release of the debtor from the obligation of primary performance, and not from civil-legal responsibility, in general. Thus, in each specific case, the debtor is obliged to perform another performance instead of the primary obligation, typically, the obligation to compensate for damages. Medicus, Schuldrecht I, Allgemeiner Teil, 17, Aufl.C.H.Beck, Munich, 2006, 114, 294. Referred to: *Begiashvili N.,* Relation of transferring of the risk with the performance of obligation (on the example of contracts concluded on movable property), Tbilisi, 2021, 105.

24 *Lando O.,* Non-performance (breach) of contract Journal. " Georgia Law Review", Vol. 14, 2013-2014, 113.

25 *Chitashvili N.,* Adaptation of the contract to the changed circumstances as a legal consequence of Hardship, "Journal of Law", No. 1, 2014, 206 (in Georgian).

2.3. Concept of Force Majeure provided by Uniform Acts

Taking into consideration the circumstances independent of the will of the debtor, both unified acts and the positive law of a country provide the possibility of releasing a debtor from performing the obligation. According to the UN "Convention on the International Sale of Goods" (Vienna Convention), a party to the contract is released from liability for not performing the obligation if it proves that the non-fulfillment of an obligation was caused by: a) an event beyond his control b) if the party could not reasonably consider the occurrence of the event at the stage of concluding the contract and c) the capability to avoid or overcome the obstacle or expected consequences.[26] According to the European contract law, the non-performance of the obligation by the party can be considered valid if he/she proves that the non-performance was caused by an irresistible force and at the time of concluding the contract, he/she was not required to reasonably take it into account, avoid or overcome the objection or its consequences (Article 8:108).[27]

3. Cases of Strict Liability

3.1. General Overview

Despite the abovementioned, both continental European and common law recognize cases of imposing liability on a person even if there are circumstances beyond the control of the debtor. In continental European law liability in the absence of fault is an exception to the general rule in common law, while it is a general principle in contract law. In American law, fault as a condition of liability is mainly considered in tort law and it is not essential to find fault when assigning liability to the debtor for breaching a contract.[28] It is important whether a debtor violates the obligation in case of fault or without it, the fact is non-performance of the contract.

Strict liability is applied for manufacturers of substandard products in the USA. In particular, to impose liability on a manufacturer a victim does not need to find fault with the manufacturer, it is enough to gain the facts about defective products and injuries. German and Georgian private law also share the principle of no-fault liability applicable to the manufacturer. In German law, liability rests with a person who contributed to adverse health effects caused by manufacturing low-quality products.[29] According to the separate norms of Article 1009 of the Civil Code of Georgia, strict liability can be imposed on a producer but there are cases of relief from liability: the manufacturer of the product is released from liability if the damage was caused by force majeure, e.g. a strong storm or

---

26 *Chitashvili N.,* Legal prerequisites of Hardship and force majeure, jubilee collection dedicated to the 60th anniversary of Professor Besarion Zoidze, Tbilisi, 2014, 326 (in Georgian).

27 Basic principles of European contract law, translated by Z. Chechelashvili, Georgian private law, Collection 2004, 255 (in Georgian).

28 *Chanturia L.,* Corporate management and the responsibility of managers in corporate law, Tbilisi, 2006, 373 (in Georgian).

29 *Zoidze T.,* Compensation for damage caused by a defective product, comparative analysis of Georgian and German law, Tbilisi, 2016, 114-115 (in Georgian).

earthquake, sudden increase or decrease in voltage, damage to electrical equipment or the property of a customer.[30]

No-fault liability is imposed on the entrepreneur who fails to fulfill his obligations to the subjects in French and Russian law. In particular, French commercial law provides for resting liability with an entrepreneur if the contract does not establish it only for fault.[31] Also, following Article 401-(3) of the Civil Code of Russia, in case of non-fulfillment or improper fulfillment of an obligation, a person is liable to the contrast both in case of fault and damage caused by force majeure, if the principle of obligation is not established by law or contract.[32]

In contract law, no-fault liability is often associated with the obligee in default and the breach of the performance by the obligor or the loss of the generic thing. Also, strict liability can be determined by the definition of the contract, a specific reservation, giving a debtor a certain guarantee, and established practice between the parties, while in tort law liability without fault is established in case of causing damage by a source of increased danger.

3.2. bligee in Default

Continental European and common law doctrines recognize the strict liability for the person authorized to accept the performance (the creditor) and the entity obligated to perform (the obligor or debtor) in case of obligee defaults. A person who is authorized to accept performance and delays acceptance is deemed to be guilty of delay. Accordingly, he is liable for the destruction or damage to the thing, if he/she cannot prove that the party in whose hands the object was, is responsible for this result, or if the object would have perished in all cases.[33]

According to the French Civil Code (Article 1138, sentence 2), although the buyer under the contract of sale becomes the owner of the item from the time of execution of the contract, he is not the increased danger for the thing in case of oblige in default.[34] Also, based on the common law, when the performance is delayed, an obligor is responsible for non-fulfillment of the obligation even when the debtor cannot be charged with non-fulfillment caused by accident or force majeure.[35] The Civil Code of Georgia also provides for the liability of the debtor and the creditor without fault in case of delay of performance.

The Civil Code of Georgia is applied for the liability of an obligor or a creditor when the performance is delayed. In particular, following Article 393, a creditor will bear the legal burden of default by an obligee: he/she is obliged to pay the obligor extra costs for keeping the object of the contract, also, the creditor bears the risk of accidentally deteriorating or perishing the object, and in the presence of a monetary obligation, he has the right to receive interest. When an obligee is in default,

---

30 *Zoidze T.,* Compensation for damage caused by a defective product, comparative analysis of Georgian and German law, Tbilisi, 2016, 168 (in Georgian).

31 *Bushev A.Yu., Makarova O.A., Popondopulo V.F.,* Commercial law of foreign countries, M., St. Petersburg, 2003, 125 (in Russian).

32 Civil Law, I, 2nd ed. Under. ed. *Sukhanova E.A., M.,* 2003, 450 (in Russian).

33 *Pobedonostsev K.P.,* Course of civil law, part 3, Contracts and obligations, M., 2002 (in Russian).

34 <Oceanlaw.ru/wp-content/uploads/2018/02/Фр.Кодекс-123> [21.09.2023] (in Russian).

35 *Zarandia T.,* Place and Terms of Performance of Contractual Obligations, Tbilisi, 2005, 127 (in Georgian).

the obligor shall be liable for the non-performance of an obligation if the performance proves to be impossible because of the obligor's intention or gross negligence. In addition, the impossibility of performance of the obligor must be in casual connection to the obligee in default by the creditor. If it becomes clear from the circumstances of the case that the obligor would not have been able to perform the obligation even if the creditor had not postponed the deadline for acceptance of the performance, the debtor would not be able to enjoy the privilege established by the norm.[36]

The Civil Code of Georgia applies two mutually contradictory norms for imposing liability on the obligor without fault: Articles 401-402. Following Article 401, no default shall be deemed to have occurred if the obligation is not performed due to circumstances not caused by the obligator's fault. So, he does not have to pay for damage to another party.

Thus, the term "obligee in default" refers to the obligor, and the creditor is entitled to claim damages caused by the delay in performance only if the obligor is to blame for delaying the performance.[37]

Contrary to the above, Article 402 of the Civil Code provides the liability of the obligor for delaying the performance regardless of fault. If an obligor is in default, he/she shall be liable for any negligence, even for an accident unless he/she proves that the damage would have occurred even if the obligation had been performed in time. Comparing the mentioned norms, it is not clear what is the essential difference between them, what is the basis of imposing strict liability on the debtor. Upon logical reasoning, the difference lies in the cause of the damage; in one case the cause is the delay in performance while in another — the impossibility of performance.

According to the civil doctrine, the delay in performance occurs when the obligor does not fulfill her/his obligation that is still executable, and if certain circumstances make performance impossible for a long time, the impossibility of performing the obligation determines the delay in performance.[38] If it is still possible for the debtor to perform, the creditor has the right to claim the damages caused by the delay at the same time of performing the obligation. In addition, the fault of the debtor is a necessary element of his liability, and if the performance of the obligation becomes impossible because of independent circumstances mitigating at the time of performing, the debtor is obliged to recover for damages caused by the delay in performance and the impossibility of performing.[39] However, in the latter case, liability arises regardless of the debtor's fault.

What circumstances explain the imposition of liability without the fault of the debtor, simple (casus) or qualified (force majeure) case is a recognized basis for exemption from responsibility? There is indeed no adequate causal connection between the delay in performing and the impossibility of performance caused by accidental circumstances arising in the process of delaying the performance

---

36 *Vashakidze G.,* Commentary on the Civil Code, year III, collective of authors, ed. Chanturia L., issue, 2019, 575 (in Georgian).

37 *Machaladze S.,* Compensation of damages for breach of obligation (comparative analysis of Georgian and German legislation), Journal. "Review of Georgian Law", special edition, 2004, 76 (in Georgian).

38 *Kyots H., Lorman F.,* Introduction to the obligation law, In the book: Problems of the civil and business law of Germany, M., 2001, 53 (in Russian).

39 Palandt, Heinrichs, the opinion is indicated: *Machaladze S.,* compensation for damage in case of breaching obligation (Comparative analysis of Georgian and German legislation), journal. "Review of Georgian Law", special edition, 2004, 95 (in Georgian).

when an obligor is not liable for his/her failure to perform, however, the delay in performance of the contract makes the mitigation of liability void.

An obligor who does not fulfill his obligations in time cannot enjoy the privileges of liability. The only "way out" for an obligor is to prove that the damage would have occurred even if the obligation was performed in time. Such a solution to the issue was still offered in Roman Law by Sabinus and Cassius for making a bailment contract based on the principle of justice if the obligation was protected by principles of good faith.[40] If the debtor cannot prove the absence of a causal connection between the delay and the impossibility of performance, he/she will be imposed liability.[41] Article 405-(1) of the Russian Civil Code regulates the case of delaying the performance, according to which an obligor is liable for the damage caused by the delay and the impossibility of performance due to the circumstances arising by chance.[42]

3.3. Liability in the Case of Perishing a Generic Thing

The subject of performance can be an individually defined or a generic thing. In the first case, the thing is "unique" or a thing separated from the common genus, and in the second case – subjects are identified by general features: the natural, technical, or economic properties of the item. As a rule, generic things in civil circulation are determined by quantity, size, or weight because of these properties they may be substituted.[43] In addition, the generic thing may turn into an individual one when the subject of legal relations separates it from the common mass of things and vice versa, for example, individual products put in different boxes or containers are stored in the warehouse because of mixing.[44]

If a thing of an individual use is destroyed, the performance of an obligation is nullified and a creditor has to compensate only for damages, because the transfer of another, even high-value thing is not considered the performance, and the creditor is not obligated to accept other performance.

If the thing of performance is generic, the obligor shall always perform the obligation. In this case, the scope of performance includes all the generic things and the debtor can still be compelled to deliver a thing of the same kind:[45] this modern approach is based on the principle in Roman law[46]: **genus non-perit** – generic thing never perishes. The obligation to perform with a generic thing is deemed to be dispelled only when the things of the given family disappear from civil circulation or their purchase acquires extremely large costs that are unacceptable based on the principle of justice.[47]

---

40 *Dozhdev D.V.,* Roman private law, M., 2002, 501 (in Russian).

41 *Zoidze B.,* Commentary on the Civil Code of Georgia, Book III, authors collective, ed. *Chanturia L., Zoidze B., Ninidze T., Shengelia R., Khetsuriani J.,* Tbilisi, 2001, 425-426 (in Georgian).

42 Commentary on the Civil Code of the Russian Federation, part 1, edited by *Sadikov O.N., M.,* 1997, 397 (in Russian).

43 *Totladze L.,* Commentary on the Civil Code, Book II, Property law, authors collective, ed. *Chanturia L.,* Tbilisi, 2018, 6 (in Georgian).

44 *Kobakhidze A.,* Civil law, general part, chapter, 2001, 243 (in Georgian).

45 *Tsertsvadze G.,* Contract law, authors collective, ed. *Jugheli G.,* Tbilisi, 2014, 456 (in Georgian).

46 *T. Shotadze,* Property Law, Tbilisi, 2014, 71 (in Georgian).

47 *Zoidze B.,* Commentary on the Civil Code of Georgia, Vol. III, authors collective, ed. *Chanturia L., Zoidze B., Ninidze T., Shengelia R., Khetsuriani J.,* Tbilisi, 2001, 329 (in Georgian).

3.4. Liability for Damage Caused by a Source of Increased Risk

3.4.1. The Concept of the Source of Increased Danger

In tort law, a common cause of no-fault liability is the damage caused by a source of increased risk. The concept of danger belongs to the category of possibility and refers to the situation including the possibility of damage at a certain time and in a certain situation:[48] "damage is more likely to occur than not to occur".[49] According to the doctrine, the concept of a source of increased danger includes those objects that are impossible to control by a man (theory of the object) or doing activity that creates an increased danger for the surrounding people (theory of the activity)[50] despite the adoption of appropriate precautionary measures and observance of technical safety rules.[51] The sources of increased danger are vehicles,[52] high-voltage energy, chemical, and biological substances, wild animals, etc.

3.4.2. The Owner of the Source of Increased Danger and the Presumption of his Fault

Civil law imposes liability on the persons who legitimately carry out the activities related to the source of increased danger, the obligation to compensate for the damage caused by the "dangerous" object or action to the rights and legal interests of other persons.[53] For example, German law recognizes the strict liability of railways. Natural disasters, floods, blizzards, and avalanches do not release the railway from responsibility, except for those cases when the negative consequences could not have been avoided even by taking precautionary measures, in particular, the use of a safety warning system (SWS), speed reduction.[54] The owner of the source of increased danger is not deemed to be the one who performs the management following the labor relationship. Accordingly, he/she is not responsible to the victim, but the owner can file a regressive claim against him/her if the damage

---

48 *Tsereteli T.,* Public danger and lawlessness in criminal law, Tbilisi, 2006, 175 (in Georgian).

49 *Tskitishvili T.,* Delicts creating a threat to human life and health, Vol. 2015, 94 (in Georgian).

50 *Fleishitz E.A.,* Obligation from causing harm and unjust enrichment, M., 1951, 132 (in Russian).

51 In the common law system, the court determines this activity based on the following circumstances: 1) degree of risk whether there is an increased risk of harm; 2) human ability to stop the danger arising from the mentioned activity; 3) unusual nature of the given activity; 4) appropriateness of the place of activity; 5) Reciprocity of public benefit and public danger arising from the given activity. *Osakve K.,* Comparative law in schemes. General and special part, M., 2002, 268 (in Georgian).

52 "Transport" from Lat. The word is (transporto) and means "to move". It is defined as the field of economy, farming, as ameans of cargo and passenger transportation. The word derived from it – "transportation" means moving someone or something utilizing a vehicle. 4 types of transport are distinguished: rail, road, water (sea, river) and air. *Gabichvadze Sh.,* Civil legal regulation of cargo and passenger transportation by air, Tbilisi, 2013, 18 (in Georgian).

53 *Todua M., Willems H.,* Obligatory Law, Tbilisi, 2006, 53. *Иванова Ю.А., Ериашвили Н.Д* (in Georgian)., *Радченко Т.В.,* Grounds for the offensive and change online for harm celebrated by the source of the carried- out fable, ж. "Journal of international civil and commercial law", No. 1, 2021, 20 (in Georgian).

54 *Zweigert K., Kotzi H.,* Introduction to comparative jurisprudence in the field of private law, Vol. II, Tbilisi, 2001, 344.

was caused by this person's culpable influence on the source of danger.[55] If the source of increased danger is directly or indirectly owned, the direct owner is responsible, and in the case of co-ownership, the one who exercised actual control at the time of the damage.[56] In civil law, the fault of the owner of the source of increased danger is presumed. It is possible to release from liability if a person can prove that the damage was caused by force majeure or any other external factor that is not related to the object or activities connected to it, the culpable action[57] of the victim, or the wrongful deeds of other persons as a result of the item leaving the source owner's possession against his will (the first sentence of Article 1079-1, Civil Code of Russian Federation).[58] In French law, "external force" is considered to be the basis for releasing the owner of the item from liability, which refers to 1) circumstances arising from an unforeseen basis of an external nature (force majeure); 2) the fault of the injured person; 3) fault of a third person.[59]

3.4.3. Effects of Encroachment upon the Goods by a Transport Vehicle

The civil law of Georgia, in particular, the norms of tort law regulate the compensation for injury caused by a vehicle as a source of increased danger. The owner of the vehicle is deemed to be the person who exercises actual control over it on a legal ground. A driver who benefits from the use of a vehicle, and also creates a potential danger for other traffic participants, is more identified with the owner than with other traffic participants who, as a result of the use of the source of increased danger, have suffered damage by encroaching on their legal good.[60] If a person operates a vehicle without the permission of its owner (an unlawful owner) and causes injury to a person, liability is imposed on the offender, not the owner of the vehicle.[61] The latter will only be liable for damages if the use of the object becomes possible due to his culpable action (for example, leaving the door of the vehicle open, etc.).[62]

The obligation to compensate for damage arises if the operation of the vehicle caused injury, regardless of whether the damage occurred during the performance of official duties, by the voluntary action of the owner, or by the personal use of the vehicle.[63] Article 999 of the Civil Code of Georgia establishes the liability without fault of the owner of a vehicle for damages caused during the carriage of passengers or freight. In particular, he/she shall compensate the injured person if the operation of his vehicle resulted in the death, injury, or disability of an individual. The imposition of the mentioned

---

55 *Maidanik L.A., Sergeeva N.Yu.,* Financial liability for damage to health, M., 1953, 30 (in Russian).

56 Civil law, Ed. *Sergeeva A.P., Tolstogo Yu.K.,* 4th ed., vol. 3, M., 2005, 55 (in Russian).

57 *Zweigert K., Kotzi H.,* Introduction to comparative jurisprudence in private law, vol. II, Tbilisi, 2001, 355. Nbbn (in Russian)

58 <rulaws.ru/gk-rf-chast-2/Razdel iV/glava-59/paragraph-1.statya-1079> [21.09.2023].

59 *Tsuladze M.,* Grounds for releasing the owner of the source of excessive danger from liability (research according to Georgian and French law), Journal. "Journal of Law", No. 1, 2015, 289 (in Georgian).

60 *Henshel S.,* Methodology of processing civil cases, Tbilisi, 2009, 202 (in Georgian).

61 *Berekashvili D., Todua M., Chachava S., Dakhmishvili Z.,* Methodology of case resolution in civil law., Tbilisi, 2015, 56 (in Georgian).

62 *Berekashvili D., Todua M., Chachava S., Dakhmishvili Z*., Methodology of case resolution in civil law., Tbilisi, 2015, 58 (in Georgian).

63 *Bichia M.,* Legal Obligatory Relations, Vol., 2016, 307 (in Georgian).

strict liability is caused by the fact that the vehicle is a potentially dangerous thing as its use poses a certain danger to other persons involved in road traffic. As law and order allow the use of potentially dangerous things, compensation tightens the responsibility for those who receive benefits from the use of such things. Thus, it is a liability for a permissive risk.[64]

The liability without fault for the owner of the vehicle, in particular, an aircraft, is determined by the Air Code of Georgia (Article 82). It regulates the compensation for damage caused by colliding two aircraft: In this situation, the cargo carrier is responsible for the death or damage to the health of the passenger or damage to the property of a third party on board. In addition, he/she has the right to make a retroactive demand against the guilty entity.[65]

4. The action of the source of increased danger in times of extreme necessity

A source of increased danger can avoid danger in a situation of extreme necessity. Even though the damage caused by the use of a source of increased danger and extreme necessity is compensated, in the latter case, the person causing the damage might be fully or partially released from the liability for making compensation for the damage, if this obligation is fully imposed on the person in whose interests he acted. Thus, it is essential to figure out which norms should be applied in the above-mentioned situation. There is an opinion that if the damage is caused by the source of increased danger in the case of extreme necessity, and the extent of the damage is known from the beginning, the rules of extreme necessity must be applied. But if the damage is caused without correct perception of the specifics of the source of increased danger and the extent of the expected damage, the person is imposed liability according to the relevant norms of tort law which are applied in the case when the damage is caused by the nature of the source of increased danger and is not subject to the full control of the human mind.[66]

5. Discussing the Relevance of the Principle of Liability without Fault

How relevant is liability in the absence of fault based on risk alone? Under the civil legal doctrine, the concept of risk implies the danger of unforeseen property or personal adverse consequences,[67] a person's mental attitude to the result of their own or other people's actions, as well as the result of the occurrence, which was expressed by the awareness of negative consequences.[68] It is considered that the owner of the source of increased danger is aware of the risk of his reasonable action, and the chances of negative effects. In this case, the risk is considered as the minimum degree[69]

---

64 *Henshel S.,* Methodology of processing civil cases, Tbilisi, 2009, 192 (in Georgian).

65 *Gabichvadze Sh.,* Civil legal regulation of cargo and passenger transportation by air, Tbilisi, 2013, 187 (in Georgian).

66 *Ninidze T.,* The legal nature of the obligation to compensate for damages caused in a situation of extreme necessity, collection: "Current issues of Soviet Civil Law and Process", Volume, 1977, 72-73 (in Georgian).

67 *Sobchak A.,* On some controversial issues of the general theory of legal responsibility, g. "Jurisprudence", No. 1, 1968, 55 (in Russian).

68 *Oykhgenzikht V.A.,* Category of risk in Soviet civil law, g. "Jurisprudence", No. 5, 1971, 65 (in Russian).

69 Civil Law, I, 2nd ed. Pod. ed. *Sukhanova E.A., M.,* 2003, 453 (in Russian).

of fault, which is the basis for imposing liability on this person.[70] The theory of strict liability is based on the principle of social responsibility for permissible risk. If a person pursuing his/her goals carries out activities that pose a high risk to the surrounding people should be imposed liability if the risk is the cause of injury.[71] A part of theorists justify the principle of no-fault liability in retrospect of protecting the interests of the victim and consider it a manifestation of legal socialization.[72] The development and creation of powerful industries increase the possibility of damage to human life, health, and property. Sources of danger require strict regulation because the activities related to them violate social order and create danger for the whole society.[73] In addition, deviating from the principle of fault when the liability falls on even the most profoundly wise person for the cause of damage despite taking all measures of prudence, is legally and ethically wrong.

6. Liability Insurance as a Strict Liability Mechanism

The institution of liability insurance contributes to finding a solution to the disposal of strict (absolute) liability, which is based on the principle of distribution of damage. At the beginning of the 20th century, law experts identified the inevitable introduction of liability insurance: "The idea of insurance is knocking on the door of our consciousness... it has a great future."[74] As a rule, a person signs an insurance contract with an insurance company to ensure compensation for damage caused by destructive forces of nature or other harmful factors:[75] **under the insurance contract the insurer shall be obligated to compensate the insured for the damages resulting from the occurrence of an insured event, subject to the terms of the contract (Sentence I of Part I of Article 799 of the Civil Code), the policyholder shall pay the insurance contribution (premium)- (Part II of Article 799 of the Civil Code).**

The goal of full insurance and civil liability insurance is to restore the property that existed before the occurrence of the insured event. Compensation for the damages resulting from the occurrence of an insured event, i.e. payment of insurance compensation by the insurer, is the main purpose of insurance and the main duty of the insurer.[76] The civil-legal liability insurance is not limited to the compensation of no-fault damages, it is also applied to cover compensation for at-fault

---

70 According to one opinion, the basis of civil-legal liability in the implementation of a wrongful and innocent act is risk. B. "Pravovedenie", No. 5, 1971, 67; On the other hand, compensation for damages is considered a form of liability only when it is based on a guilty act. *Krasavchikov O.A.,* Compensation for damage, (in Russian) caused by a source of increased danger, M., 1966, 142 (in Georgian).

71 *Chokheli N., Kereselidze D.,* The issue of civil liability for damage caused by activities dangerous to the environment in Georgian legislation, Journ. "Review of Georgian Law", first-second quarter, 2000, 84 (in Georgian).

72 *Khokhlova G.V.,* The concept of civil liability, In the book: Current problems of civil law, Issue 5, ed. *Vitryanskogo V.V., M.,* (2002, 72 (in Russian).

73 *Tsikarishvili K.,* Liability without fault in Anglo-American criminal law. A legal anomaly or an effective mechanism of regulation, Journal. "Law," No. 1, 2000, 70 (in Georgian).

74 *Pokrovsky I.A.,* Main problems of civil law, M., 1998, 290 (in Russian).

75 *Tsiskadze M.,* Commentary on the Civil Code of Georgia, Vol. IV, Vol. II, authors collective, ed. *Chanturia L., Zoidze B., Ninidze T., Shengelia R., Khetsuriani J.,* Tbilisi, 2001, 106 (in Georgian).

76 *Gvaramia L.,* Legal bases of the application of civil liability insurance, Journal "Law", No. 10-11-12, 2000, 59 (in Georgian).

damages.[77] In this case, the insurance company has the right to subrogation of the person causing the damage. It is possible to insure both contractual and non-contractual liability, which is either voluntary or mandatory. The liability insurance of the owner of the increased risk source is mandatory because the object is the bearer of more risk. Accordingly, the legislator is obliged to make safe circulation conditions, even by neutralizing the expected risk. The traditional institution of property liability often fails to provide compensation for damages caused by the mentioned threat. Liability insurance serves to protect the interests of both the owner and the victim. A poor person, who causes damage, is less likely to be guaranteed a victim.[78] He/she has the right to apply independently to the insurance company, the solvent debtor.[79] Compulsory civil liability insurance makes it possible to socialize the insurance risk and distribute the damages award to the persons bearing the risk by creating an insurance fund.[80] German and Georgian law apply the source of increased risk, in particular, mandatory liability insurance of vehicle owners, e.g. Law "On Mandatory Civil Liability Insurance of Motor Vehicle Owners" (27.06.1997). In this case, the purpose of the insurance is, on the one hand, to release the owner of the transport from the property liability that is imposed for the damage to a third party (victim) resulting from the operation of the transport, on the other hand, to provide compensation for the damage to the victim, which is a guarantee of reliable protection of his life, health, and property.[81] Both the owner of the vehicle and the insurer are released from liability to the victim if the insured event is caused by the intentional act of the victim or force majeure.

Also, the Air Code of the Russian Federation provides for compulsory liability insurance for the owners of aircraft. The owner of the aircraft shall insure the liability for the damage to the lives, health of passengers, their luggage, or property of third parties as a result of operating the vehicle.[82]

Thus, if the principle of no-fault liability ignores the interests of the one who inflicted the damages and refers to the interests of the victim, property liability insurance is associated with the protection of the interests of the victim, effectively eliminating no-fault liability. Liability insurance aims at protecting the economic interest of the insured person at the expense of releasing from liability that may be imposed on him by third parties.[83]

The recognized expert in the European unified law (Коциоль) fairly points out that in the context of life insurance, with the distribution of damage, the social law achieves a better distribution of the victim's damage to the social insurance system.[84]

---

77 *Zoidze B.,* For the issue of property liability insurance of car owners, Journal. "Soviet Law", No. 4, 1984, 24-25 (in Georgian).

78 *Zoidze B.,* Constitutional control and order of values in Georgia, Tbilisi, 2007, 19-20 (in Georgian).

79 *Medicus D.,* Certain types of obligations in the German Civil Code. In the book: Problems of Civil and Business Law in Germany, M., 2001, 150 (in Russian).

80 *Zoidze B.,* Constitutional control and order of values in Georgia, Tbilisi, 2007, 20 (in Georgian).

81 *Tsiskadze M.,* Compulsory civil liability insurance of motor vehicle owners, Journal. "Review of Georgian Law", I-II quarter, 1999, 66 (in Georgian).

82 Commercial law of Russia, pod. ed. *Puginsky B.I., M.,* 1999, 119 (in Russian).

83 *Mossanelidze N.,* Subrogation as a way to satisfy the request of an insurer, Tbilisi, 2016, (in Georgian)

84 *Kotsiol H.,* Harmonization and fundamental issues of European tort law, g. "Bulletin of Civil Law", No. 5, 2017 (vol. 17). academia.edu/36323157/Translation-of-H-Koziols-Harmonisation-and-Fundamental-Questions-of-European-Tort law (in Russian).

7. Conclusion

Thus, in civil law, a person is not liable for failure to perform obligation, if the reason for non-fulfillment was an obstacle beyond his control. Such an obstacle is considered irresistible force-force majeure which is often replaced by the concept of impossibility in various forms. According to the doctrine of force majeure, the debtor is released from the obligation of performance and damages, because no one is obliged to perform what cannot be performed. If this rule does not apply, it is called liability without fault. For example, a creditor who delays performance bears certain burdens regardless of fault. He takes the risk of accidental death and damage to the thing but an unexpected circumstance arising in the process of obligee in default which makes performance impossible, does not release a debtor from liability because default annuls the benefit established by law. Also, the owner of the source of increased danger is liable to the victims for the damage caused by this object or activity, although he/she has taken all measures to avoid the danger. In this way, the most prudent and diligent participant of the civil circulation can be charged with civil liability. The institution of liability insurance regulates this evil devised by law.

Bibliography:

1. Bachiashvili V., Secondary requirements taking into account the peculiarity of the mixed type of contract, dissertation for obtaining the academic degree of Doctor of Law, TSU, Tbilisi, 2019, 159 (in Georgian).
2. Basic provisions of European contract law, translated by Z. Chechelashvili, Collection of Georgian private law, 2004, 255 (in Georgian).
3. *Begiashvili N.,* Impossibility of performing the obligation (comparative-legal analysis), Journ."Sarchevi", No. 1(2), 2011, 18 (in Georgian).
4. *Begiashvili N.,* The relationship between the transferring of risk and the performance of obligations (on the example of contracts concluded on the movable property), Tbilisi, 2021, 105 (in Georgian).
5. *Berekashvili D., Todua M., Chachava S., Dakhmishvili Z.,* Methodology of case resolution in civil law, Tbilisi, 2015, 56, 58 (in Georgian).
6. *Bichia M.,* Legal Obligatory Relations, Vol., 2016, 307 (in Georgian).
7. *Bushev A.Yu., Makarova O.A., Popondopulo V.F.,* Commercial law of foreign countries, M., St. Petersburg, 2003,125 (in Russian).
8. *Chanturia L.,* Corporate management and the liability of managers in corporate law, Tbilisi, 2006, 373 (in Georgian).
9. *Chitashvili N.,* Adaptation of the contract to the changed circumstances as a legal consequence of Hardship, "Journal of Law", No. 1, 2014, 206 (in Georgian).
10. *Chitashvili N.,* Hardship and Impossibility of performance arising from changed circumstances, Journal. "Journal of Law," No. 2, 2011, 153 (in Georgian).
11. *Chitashvili N.,* Impact of changed circumstances on the performance of obligations and possible secondary remedies of the parties (comparative analysis), Tbilisi, 2015, 52 (in Georgian).
12. *Chitashvili N.,* Legal prerequisites of Hardship in performance and force majeure, jubilee collection dedicated to the 60th anniversary of Professor Besarion Zoidze, ed. *Chanturia L., Burduli I.,* Tbilisi, 2014, 326, 338 (in Georgian).

13. *Chokheli N., Kereselidze D.,* The issue of civil liability for damage caused by activities dangerous to the environment in Georgian legislation, Journ. "Review of Georgian Law", first-second quarter, 2000, 84 (in Georgian).
14. Civil law, Ed. *Sergeeva A.P., Tolstogo Yu.K.,* 4th ed., vol. 3, M., 2005, 55 (in Russian).
15. Civil Law, I, 2nd ed. Under. ed. *Sukhanova E.A., M.,* 2003, 450, 453 (in Russian).
16. Commentary on the Civil Code of the Russian Federation, part 1, edited by *Sadikov O.N.,* M., 1997, 397 (in Russian).
17. *Dozhdev D.V.,* Roman private law, M., 2002, 494, 501 (in Russian).
18. *Fleishitz E.A.,* Obligation from causing harm and from unjust enrichment, M., 1951,132 (in Russian).
19. *Gabichvadze Sh.,* Civil legal regulation of cargo and passenger transportation by air transport, Tbilisi, 2013, 18, 187 (in Georgian).

Georgian and German law, Tbilisi, 2016, 114-115, 168 (in Georgian).

Georgian Law", I-II quarter, 1999, 66 (in Georgian).

20. *Gvaramia L.,* Legal bases of the application of civil liability insurance, Journal. "Law", No. 10-11-12, 2000, 59 (in Georgian).
21. *Henshel S.,* Civil Case Processing Methodology, Tbilisi, 2009, 192, 202 (in Georgian).
22. Iv. Surguladze, Essays from the History of Political Doctrines of Georgia, Tbilisi, 2001, 27, 142 (in Georgian)
23. *Ivanova Yu.A., Eriashvili N.D., Radchenko T.V.,* Grounds for the offensive and the content of
24. *Kaplunova E.S.,* Force majeure and related concepts, Abstract, Tomsk-2005 (in Russian) <Dissercat.com/content/nepreodolimaya-sila-i-smezhnye-s-nei-ponyatiya> [21.09.2023].
25. *Khokhlova G.V.,* The concept of civil liability, In the book: Current problems of civil law, Issue 5, ed. Vitryanskogo V.V., M., 2002, 72 (in Russian).
26. *Kobakhidze A.,* Civil law, general part, chapter, 2001, 243 (in Georgian).
27. *Kotsiol H.,* Harmonization and fundamental issues of European tort law, g. "Bulletin of Civil Law", No. 5, 2017 (vol. 17) (in Russian) <academia.edu/36323157/Translation-of-H-Koziols-Harmonisation-and-Fundamental-Questions-of-European-Tort law> [21.09.2023].
28. *Kötz H., Lorman F.,* Introduction to the law of obligations, In the book: Problems of civil and business law in Germany, M., 2001,53 (in Russian).
29. *Krasavchikov O.A.,* Compensation for harm caused by a source of increased danger, M., 1966, 142.
30. *Kropholler I.,* German Civil Code, educational commentary, 13th edition, translators: *Darjania T., Chechelashvili Z., editors: Chachanidze E., Darjania T., Totladze L,* Tbilisi, 2014, 150 (in Georgian).
31. *Lando O.,* Non-performance of the contract (breach), Journal. "Review of Georgian Law", Vol. 14, 2013-2014, 111, 113 (in Georgian).
32. *Legashvili D.,* Impact of changed circumstances on contractual relations, Journal. "Journal of Law", No. 2, 2013, 95 (in Georgian).

liability for harm caused by a source of increased danger, g. "Journal of International Civil and Commercial Law", No. 1, 2021, 20 (in Russian).

33. *Machaladze S.,* Compensation for damages in case of breaching obligation (comparative analysis of Georgian and German legislation), Journal. "Review of Georgian Law", special edition, 2004, 76, 95 (in Georgian).
34. *Maidanik L.A., Sergeeva N.Yu.,* Financial liability for damage to health, M., 1953, 30.

35. *Maisuradze A.,* Impossibility of performing the obligation in German and Georgian civil law, Journal. "Justice and Law", No. 2, 2013, 43 (in Georgian).
36. *Medicus D.,* Certain types of obligations in the German Civil Code. In the book: Problems of civil and Business Law in Germany, M., 2001, 150 (in Russian).
37. *Motsonelidze N.,* Subrogation as a way to satisfy the request of an insurer Tbilisi, 2016, 131 (in Georgian).
38. *Nachkbia A.,* Definitions of civil legal norms in the practice of the Supreme Court (2000-2013), Tbilisi, 2014, 138, 140 (in Georgian).
39. *Ninidze T.,* The legal nature of the obligation to compensate for damages caused in a situation of extreme necessity, collection: "Current issues of Soviet Civil Law and Process", volume, 1977, 72-73 (in Georgian).
40. *Osakwe K.,* Comparative law in schemes. General and special part, M., 2002, 268 (in Russian).
41. *Oykhgenzikht V.A.,* Category of risk in Soviet civil law, g. "Jurisprudence", No. 5, 1971, 65, 67.
42. *Pobedonostsev K.P.,* Course of civil law, part 3, Contracts and obligations, M., 2002 (in Russian).
43. *Pokrovsky I.A.,* Basic problems of civil law, M., 1998, 286, 290 (in Russian).
44. *Shakiashvili B.,* Impossibility of performing the contractual obligation, abstract, Tbilisi, 1998, 11 (in Georgian).
45. *Shotadze T.,* Property Law, Tbilisi, 2014, 71 (in Georgian).
46. *Sikarishvili K.,* Liability without fault in Anglo-American criminal law. A legal anomaly or an effective mechanism of regulation, Journal. "Law," No. 1, 2000, 70 (in Georgian).
47. *Sobchak A.,* On some controversial issues of the general theory of legal responsibility, g. "Jurisprudence", No. 1, 1968, 55 (in Russian).
48. *Talon D.,* Complicated Performance, Journ. "Review of Georgian Law," Vol. 14, 2013-2014, 97.
49. The commercial law of Russia, pod. ed. *Puginsky B.I., M.,* 1999, 119 (in Russian).
50. *Todua M., Willems H.,* Obligatory Law, Tbilisi, 2006, 53 (in Georgian).
51. *Totladze L.,* Commentary on the Civil Code, Book II, Property law, authors collective, ed. *Chanturia L.,* Tbilisi, 2018, 6 (in Georgian).
52. *Tsereteli T.,* Public danger and lawlessness in criminal law, Tbilisi, 2006, 175 (in Georgian).
53. *Tsertsvadze G.,* Contract law, authors collective, ed. *Jugheli G.,* Tbilisi, 2014, 456 (in Georgian).
54. *Tsiskadze M.,* Commentary on the Civil Code of Georgia, Vol. IV, Vol. II, authors collective, ed. *Chanturia L., Zoidze B., Ninidze T., Shengelia R., Khetsuriani J.,* Tbilisi, 2001, 106 (in Georgian).
55. *Tsiskadze M.,* Compulsory civil liability insurance of motor vehicle owners, Journ. "Review of
56. *Tskitishvili T.,* Crimes that endanger human life and health, Tbilisi, 2015, 94 (in Georgian).
57. *Tsuladze M.,* Grounds for releasing the owner of the source of excessive danger from liability (research according to Georgian and French law), Journal. "Journal of Law", No. 1, 2015, 289 (in Georgian)
58. *Vashakidze G.,* Commentary on the Civil Code, Book III, authors collective, ed. *Chanturia L.* (ed.) 2019, 575 (in Georgian).
59. *Windscheid B.,* On obligations under Roman law, St. Petersburg, 1875, 42 (in Russian).
60. *Zarandia T.,* Place and Terms of Performance of Contractual Obligations, Tbilisi, 2005, 127 (in Georgian).
61. *Zoidze B.,* Commentary on the Civil Code of Georgia, Books III, authors collective, ed. *Chanturia L., Zoidze B., Ninidze T., Shengelia R., Khetsuriani J.,* Tbilisi, 2001, 329, 374, 425-426 (in Georgian).

62. *Zoidze B.,* Constitutional control and order of values in Georgia, Tbilisi, 2007, 19-20 (in Georgian).
63. *Zoidze B.,* for the issue of property liability insurance of car owners, Journ. "Soviet Law", No. 4, 1984, 24-25 (in Georgian).
64. *Zoidze T.,* Compensation for damage caused by a defective product, comparative analysis of
65. *Zoidze T.,* Impossibility of performing obligations according to Georgian and German law, Journal "Private Law Review," No. 2, 2019, 150, 151 (in Georgian).
66. *Zweigert K.,* Kotsi H., Introduction to comparative jurisprudence in the private law, Vol. II, translated from the Russian edition by E. Sumbatashvili, translation ed. and the author of the last words is T. Ninidze, Tbilisi, 2001, 190, 344, 355 (in Georgian).
67. <Oceanlaw.ru/wp-content/uploads/2018/02/Фр.Кодекс-123> [21.09.2023].
68. <rulaws.ru/gk-rf-chast-2/Razdel iV/glava-59/paragraph-1.statya-1079> [21.09.2023].