

Julia Synak*

Civil Liability of the Mediator Towards the Parties to the Proceedings – the Polish Perspective

The article addresses the issue of civil liability of mediators in the context of the lack of mandatory civil liability insurance. The analysis takes into account the basic premises of tort liability, such as illegality, guilt, damage and adequate causal relationship, referring them to the specificity of mediation activity. It indicates the consequences of the lack of institutional protection in the form of mandatory third party liability insurance, both for the parties to mediation proceedings and the mediators themselves, who may bear personal financial liability. It also emphasizes the growing popularity of mediation among legal practitioners and parties to the conflict, which increases the need to regulate professional liability standards in this area. In conclusion, the postulate of introducing mandatory third-party liability insurance for mediators is formulated as a tool to increase the professionalization of the profession and to provide real legal protection to mediation participants.

Key words: mediator, civil liability, damage, mediation, professionalization of the profession

1. Introduction

Mediation in civil cases in Polish legislation is a relatively new institution enabling the parties to resolve their dispute in an alternative way. The institution of mediation has been gaining popularity over time in an attempt to reduce litigation. Its success, however, depends not only on the voluntariness and commitment of the parties, but above all on the professionalism and ethical behaviour of the mediator. Although the mediator plays the role of a neutral third party to the dialogue, his or her actions or omissions can realistically affect the legal and personal situation of the participants in the proceedings. In this context, the mediator's civil liability vis-à-vis the parties becomes a key issue, especially in case of a breach of the basic principles of mediation: confidentiality, impartiality, diligence and voluntariness. This text attempts to analyse the standards of diligence required of the mediator, the legal basis for his civil liability and the practical consequences of their violation.

2. Principles of civil liability in Polish law

Civil liability is an element of civil law that involves having to compensate for damage caused to another person as a result of a specific act or omission. It provides a basis for claiming compensation or damages in a civil court. The principles of this liability are set out in the Civil Code,

* Research Assistant at the Institute of Law and Administration, Pomeranian University in Słupsk, Poland.

in Book III, Titles I and VI. These provisions establish the general rule of tort liability, which is based on the principle of fault. For tort liability to exist, three conditions must be met: the occurrence of a tortious act (understood as an unlawful and culpable act), the occurrence of damage and the existence of a causal link between the act and the damage.¹ The general prerequisites for liability for damages derive from the interpretation of Article 361 of the Civil Code and include: a legal event that legally results in the liability of a specific entity, the occurrence of damage and the existence of an adequate causal link between the event and the damage. In the specific tort provisions, these general prerequisites are supplemented by additional, specific requirements that define the specific type of tort and are linked to the liability principle specific to the case. It is also important to note that damage has a dual role – not only as a condition for liability for damages, but also as a necessary element for an event to be considered a tort. Without the occurrence of damage, even an unlawful and culpable act cannot qualify as a tort.²

The first premise of civil liability is the conduct of the perpetrator that leads to the occurrence of damage. According to the provisions discussed, the damage must result from human action, which includes both active conduct and omission. Action is understood as conscious activity of a psychophysical nature. On the other hand, omission is a situation in which a given person did not take specific actions, even though in the given circumstances they should have done so. In other words, omission consists in not taking actions for which there was both an obligation and the possibility of performing them, taking into account specific relationships and factual conditions.³

Another element is “illegality”, or “objective irregularity of the perpetrator's conduct”. The dominant position in literature and case law should be considered to be the one adopting a broad understanding of illegality, encompassing not only the inconsistency of a given entity's conduct with the applicable legal order (in particular the norms of civil, criminal, administrative, labor, financial, etc. law), but also with the principles of social coexistence or good customs. In other words, illegality means the relationship between behavior and the norm of conduct, and it is not only about legal norms, but also about norms of an axiological nature, determined by the principles of social coexistence or good customs.⁴

¹ Jantowski L. [w:] *Kodeks cywilny. Komentarz aktualizowany*, red. M. Balwicka-Szczyrba, A. Sylwestrzak, LEX/el. 2025, art. 415.

² Karaszewski G. [w:] *Kodeks cywilny. Komentarz aktualizowany*, red. P. Nazaruk, LEX/el. 2024, art. 415.

³ Machnikowski P. [w:] *System Prawa Prywatnego*, t. 6, red. A. Olejniczak, 2009, s. 369–372.

⁴ Machnikowski P. [w:] *System Prawa Prywatnego*, t. 6, red. A. Olejniczak, 2009, s. 377–382; see also Kuźmicka-Sulikowska J., *Zasady odpowiedzialności deliktowej w świetle nowych tendencji w ustawodawstwie polskim*, Warszawa 2011, s. 77–82; Jędrzejewski Z., *Bezprawność w prawie cywilnym i karnym a zasada jedności porządku prawnego (jednolitego ujęcia bezprawności)*, „*Ius Novum*” 2008/1, s. 74–91; Czech T., *Zasady współżycia społecznego a odpowiedzialność deliktowa*, PiP 2008/12, 39–49; E. Bagińska, *Głos do wyroku SN z 29.10.2003 r., III CK 34/02, OSP 2005/4, s. 54–57*; see also judgement of SN z 10.02.2010 r., V CSK 287/09, LEX nr 786561; judgements SN: z 6.02.2018 r., IV CSK 72/17, LEX nr 2510949; z 9.06.2021 r., I CSKP 190/21, LEX nr 3212618; differenty: K. Pietrzykowski, *Bezprawność jako przesłanka odpowiedzialności deliktowej a zasady współżycia społecznego i dobre obyczaje* [w:] *Odpowiedzialność cywilna. Księga pamiątkowa ku czci profesora Adama Szpunara*, red. M. Pyziak-Szafnicka, Kraków 2004, 176–179, which emphasizes that conduct contrary to the principles of social coexistence or good morals cannot, in itself, be considered unlawful from the standpoint of liability under

In order for a human act to be considered a tort, it must be both unlawful and culpable. First, it is necessary to assess whether the perpetrator's conduct was unlawful, because the lack of this feature excludes further analysis in terms of guilt. Although the provisions do not contain an unambiguous definition of unlawfulness, this issue has been and is the subject of discussion in the doctrine. The prevailing position indicates that unlawfulness is not only a contradiction with the provisions of the law, but also with the principles of social coexistence. There are also views that limit the concept of unlawfulness only to a violation of the law, as well as those that identify it with a violation of a norm protecting a specific good. The first of these concepts seems to be the most justified, considered to be dominant both in legal science and in case law. The claim that including the principles of social coexistence in the concept of unlawfulness is without a normative basis is misguided – since, in accordance with Article 5 and Article 58 § 2 of the Civil Code, even legal acts and the exercise of rights are subject to assessment through the prism of these principles, all the more so should they be applied to conduct that does not take the form of legal acts or constitute a direct exercise of the right. The tort provided for in Article 415 may result from purely factual actions, as well as from legal acts or from the exercise of the right itself – and all these situations should be subject to a uniform legal assessment.⁵ Illegality is a negative assessment of a given behavior from the perspective of the legal order. This means that the perpetrator's act is contrary to the applicable legal system as a whole – regardless of whether it is accompanied by guilt or not. In other words, behavior is considered illegal if it violates the law, even if the person performing it did not act out of guilt or was not aware of its impropriety. Illegality is therefore an objective assessment, independent of the subjective attitude of the perpetrator.⁶ Guilt, as a complement to the premise of unlawfulness, is a subjective element of tortious liability – its existence determines the possibility of attributing liability to the perpetrator of the damage. While unlawfulness is an objective assessment, guilt refers to the internal attitude of the perpetrator and their ability to properly assess the situation and direct their conduct. However, in the Civil Code, especially in Article 415, we will not find a legal definition of guilt. This concept was developed by doctrine and case law. Guilt is most often understood as the possibility of accusing the perpetrator of violating applicable norms, and it may take the form of intentional (when the perpetrator acts with the intention of causing damage) or unintentional (e.g. due to negligence). The ability of the perpetrator to bear responsibility is also of key importance here – that is, the ability to recognize the significance of their act and direct their conduct in accordance with the requirements of the law.⁷

In the doctrine and case law of civil law, in the absence of a definition of legal guilt, its understanding has been shaped by analogy to criminal law. In this context, intentional guilt is distinguished, which can take two forms, i.e. direct intent (*dolus directus*) occurs when the perpetrator foresees the consequences of their action, consisting in the infringement of protected goods, and consciously strives for their occurrence, i.e. wants to cause damage, and eventual intent (*dolus eventualis*) occurs when the perpetrator does not directly seek to cause damage, but foresees its

Article 415 of the Civil Code, unless it also constitutes a violation of a mandatory provision of law; compare judgement SN z 19.10.2012 r., V CSK 501/11, LEX nr 1243100.

⁵ Karaszewski G. [w:] *Kodeks cywilny. Komentarz aktualizowany*, red. P. Nazaruk, LEX/el. 2024, art. 415.

⁶ Karaszewski G. [w:] *Kodeks cywilny. Komentarz aktualizowany*, red. P. Nazaruk, LEX/el. 2024, art. 415.

⁷ See judgement SN z 26.09.2003 r., IV CK 32/02, LEX nr 146462.

possibility and agrees to its occurrence as a result of their action. Such an approach allows for a better assessment of the degree of reprehensibility of the perpetrator's conduct in the context of tortious liability, constituting the basis for assigning intentional guilt in civil law.⁸

In civil law, unintentional guilt is commonly understood as failure to exercise due diligence. This means that although the perpetrator did not intend to cause damage, it was caused by his improper action or omission. In such cases, the perpetrator either foresees the possibility of causing damage but baselessly assumes that he will be able to avoid it, or does not foresee such a possibility at all, even though – if he had exercised due diligence – he should have done so. In civil law, there is no criminal distinction made between the concept of “recklessness”. Instead, the term “recklessness” is treated broadly as negligence and also includes behavior that would be considered recklessness in criminal law.⁹ Thus, unintentional guilt in civil law covers various degrees of negligence – from the lightest (*culpa levissima*), through ordinary negligence (*culpa levis*), to gross negligence (*culpa lata*), which consists in violating the basic principles of caution and the principles of proper conduct in a given situation.¹⁰ In turn, the causal relationship, which is also a premise for civil liability, is objective in nature and depends on the specific circumstances of a given case. Here we are talking about an adequate causal relationship, i.e. one in which the effect – in the form of damage – was foreseeable in the normal course of events as a result of a specific event. The greater the probability that a given behavior could lead to a specific damage, the stronger the causal relationship that justifies liability for damages.¹¹

The causal link referred to in Article 361 § 1 plays a dual role in shaping the liability for damages. On the one hand, it constitutes a premise for such liability¹², and on the other hand, it determines the scope of the obligation (the extent of the damage and the amount of compensation) of the entity responsible for redressing the damage.¹³

In order to establish causality, a two-step test is used. First, it is necessary to check whether a given event constitutes a necessary condition for the occurrence of damage (test *conditio sine qua non*), and then to assess whether the damage is a normal consequence of this event (selection of consequences).¹⁴

⁸ Jantowski L. [w:] *Kodeks cywilny. Komentarz aktualizowany*, red. M. Balwicka-Szczyrba, A. Sylwestrzak, LEX/el. 2025, art. 415.

⁹ Jantowski L. [w:] *Kodeks cywilny. Komentarz aktualizowany*, red. M. Balwicka-Szczyrba, A. Sylwestrzak, LEX/el. 2025, art. 415.

¹⁰ See judgement SN z 10.10.1975 r., I CR 656/75, LEX nr 7759.

¹¹ Czub K. [w:] *Kodeks cywilny. Komentarz*, wyd. II, red. M. Balwicka-Szczyrba, A. Sylwestrzak, Warszawa 2024, art. 361.

¹² *Nesterowicz Por. M.* [w:] *Prawo prywatne czasu przemian. Księga pamiątkowa dedykowana Profesorowi Stanisławowi Sołtysińskiemu*, red. A. Nowicka, Poznań 2005, 189 i n.

¹³ *Kaliński Por. M.* [w:] *System Prawa Prywatnego*, t. 6, *Prawo zobowiązań – część ogólna*, red. A. Olejniczak, Warszawa 2009, 11. Por. też wyrok SN z 20.01.2015 r., I PK 148/14, OSNP 2016/12, poz. 150; wyrok SN z 15.11.2012 r., V CSK 541/11, LEX nr 1276235; wyrok SA w Łodzi z 16.02.2022 r., I ACa 944/21, LEX nr 3423541.

¹⁴ Czub K. [w:] *Kodeks cywilny. Komentarz*, wyd. II, red. M. Balwicka-Szczyrba, A. Sylwestrzak, Warszawa 2024, art. 361.

The source of contractual liability is the breach of a previously existing obligation between the parties, while liability *ex delicto* is independent of the existence of an obligation relationship. Hence, in the case of the *ex contractu* liability regime, the performance consisting in redressing the damage is consequential in nature and results from the failure to perform or improper performance of an obligation previously existing between the parties. On the other hand, in the *ex delicto* liability regime, the compensation benefit is primary in nature, existing from the beginning of the obligation relationship, which is the result of causing damage by an unlawful act. The fact that the action or omission from which the damage resulted constituted the failure to perform or improper performance of a previously existing obligation does not generally exclude the claim for redress of damage resulting from an unlawful act. However, not every failure to perform or improper performance of an obligation constitutes an unlawful act. If the commission of an unlawful act simultaneously constituted a breach of an obligation between the parties to the relationship, tortious and contractual liability coincide. The circumstances that condition the obligation to redress damage under the provisions of Title VI of the Third Book of the Civil Code on torts are the causing of damage, an event (fact) with the occurrence of which the Act links the creation of liability for damages on the part of specific entities, the existence of an adequate causal relationship between the damage and the event (fact) that occurred.

3. Mediator's standard of diligence

One of the key tasks of the mediator, resulting from the established principles of mediation, is the effective implementation of both auxiliary and main goals that define the context of the mediation discussion. The mediator, as a neutral third party to the parties to the dispute, plays a supporting and mediating role, enabling the participants of the conflict to reach agreement in an atmosphere of impartiality, while maintaining autonomy in the decisions they make.¹⁵

The standard of care of a mediator when performing their duties in Polish civil law is based mainly on the general principle of due diligence, specified in Article 355 § 2 of the Civil Code. Due to their profession, a mediator is treated as a professional performing public trust activity, and therefore they are subject to a higher standard of care similar to that which applies to legal professions (e.g. legal advisers, advocates). This means that their actions will be assessed from the perspective of whether they behaved as a diligent, ethical mediator should behave in the given circumstances. This standard means thorough preparation for mediation, i.e., familiarization with documents, checking for conflicts of interest, proper determination of the conditions of mediation (place, time, form). Maintaining the impartiality and neutrality of the mediator towards the parties to the proceedings in such behaviors as the lack of suggestions as to the solution, equal treatment of the parties, avoiding evaluations and emotional involvement. The mediator as a professional should inspire trust in the parties, therefore the information he learns during mediation should remain confidential, and therefore not disclosed without the consent of the parties, and the documents in his possession should be properly secured. When finalizing mediation, documents such as the settlement must be consistent

¹⁵ Zienkiewicz A., *Studium mediacji. Od teorii ku praktyce*, Warszawa 2007, str. 143.

with the arrangements, while the mediator should refuse to draw up the settlement if it is contrary to the law or the principles of social coexistence.¹⁶

For breach of his or her duties, a mediator may be held civil, disciplinary and professionally liable.

4. Civil liability of the mediator along with examples of violation of the rules

The mediator's actions or omissions that may lead to his tortious liability may take various forms. For example, the literature on the subject indicates that the mediator may not in any way exert pressure on the mediation participants in order to persuade them to conclude a settlement or impose the content of individual settlement provisions. It is also inadmissible for him to use any forms of coercion, threats or attempts to influence the position of the parties by presenting his own assessments or lecturing. As the representatives of the doctrine correctly point out, such improper conduct of the mediator may constitute a justified basis for the parties to question the legal effects of the declarations of intent made by them, and in the case of permanent mediators, which may lead to their removal from the official list of mediators due to a gross violation of ethical and professional standards.¹⁷ It is worth noting that the content of the mediation agreement concluded between the parties may contain provisions excluding the mediator's liability for tort, limiting it solely to the contractual regime.¹⁸ However, such a provision cannot exclude the mediator's liability for damage caused by his/her wilful misconduct. Such clauses would be contrary to the generally applicable principles of social coexistence, as they would lead to the legitimization of intentional action to the detriment of the other party, which cannot be considered permissible under civil law.¹⁹

At the time of damage, two basic elements must be present at the same time, i.e. the event itself causing the damage and the damage as such, which justifies the obligation to repair it. As indicated earlier, damage is understood as damage to the assets or interests of an individual, which are protected by law, and which damage occurred against the will of the injured person.²⁰ This damage is manifested in the difference between the current state of these goods, shaped as a result of the occurrence of a specific damage event, and the hypothetical state that would exist if this event had not occurred.²¹ On the basis of the provisions of the Civil Code, within the broadly understood concept of damage, two basic types can be distinguished – property damage and non-property damage. Property damage refers

¹⁶ Ustawa z dnia 17 listopada 1964 r. Kodeks postępowania cywilnego (Dz.U. Nr 43 poz. 296 ze zm.), art. 183¹²
§ 1.

¹⁷ Kuźmicka-Sulikowska J., Podstawa prawna odpowiedzialności cywilnej mediatora, "Kwartalnik ADR" 2008/3, str. 22.

¹⁸ Malinowska A., Uwagi w przedmiocie umownego ograniczenia odpowiedzialności deliktowej, "Rysunek – Społeczeństwo – Kultura" 2017/26, numer specjalny, 106.

¹⁹ Malinowska A., Uwagi w przedmiocie umownego ograniczenia odpowiedzialności deliktowej, "Rysunek – Społeczeństwo – Kultura" 2017/26, numer specjalny, 108.

²⁰ Indan-Pykno L., Indan-Pykno M., *Metodyka pracy i odpowiedzialność zawodowa mediatora w postępowaniu mediacyjnym*, Warszawa 2022, str. 60.

²¹ Dybowski T. [w:] *System prawa cywilnego*, t. 3, cz. 1, *Prawo zobowiązań – część ogólna*, red. Radwański Z., Ossolineum 1981, 213.

to damage to goods or interests that have a measurable economic value and can be expressed in monetary terms.²² In turn, non-pecuniary damage, relating to the negative experiences of the injured person, manifested in both physical and mental suffering, is defined in the statutory provisions as harm. In order to compensate for this type of damage, the possibility of awarding a monetary benefit in the form of compensation has been provided for.²³ It is worth emphasizing that, unlike compensation for pecuniary damage, which may take various forms, compensation for non-pecuniary damage always takes the form of payment of a specified sum of money.²⁴ Legal literature also further divides damage into personal damage and property damage.²⁵ Personal damage occurs in the event of a violation of the injured party's personal rights and may include both a property element and a non-property element – in particular harm. On the other hand, property damage concerns only the injured party's property and is always of a property nature.²⁶ The causal link between the event leading to the damage in the case of a mediator, i.e. failure to perform or improper performance of the duties entrusted to him, and the damage itself should be assessed on the basis of the criterion of due diligence.²⁷ Scientific literature clearly indicates that a person acting as a mediator should be subject to standards resulting from the professional nature of their activity. In particular, this refers to compliance with principles such as professionalism, impartiality, neutrality and lack of self-interest. These principles should be supplemented by basic rules of mediation proceedings, which include voluntary participation of the parties and maintaining confidentiality at every stage of mediation.²⁸ Examples of such violations include the following events: A mediator conducting divorce mediation provides a person outside the proceedings (e.g. a friend's lawyer) with confidential information regarding the assets of one of the parties, obtained during the mediation. This information is later used against that party in separate court proceedings. This will result in a violation of Article 183⁴ § 1 of the Code of Civil Procedure and the personal rights of the party.²⁹ The mediator may be liable for pecuniary damage (e.g. lost profits, costs of proceedings) and non-pecuniary damage, i.e. infringement of privacy and dignity. Another example is when the mediator suggests to the party that if they do not sign the settlement, the court may consider this as unwillingness to cooperate and draw negative consequences. The party, under pressure, agrees to terms that they would not accept in full freedom.

²² *Dybowski T.* [w:] *System prawa cywilnego*, t. 3, cz. 1, *Prawo zobowiązań – część ogólna*, red. *Radwański Z.*, Ossolineum 1981, 227.

²³ Ustawa z dnia 23 kwietnia 1964 r. Kodeks cywilny (Dz.U. 1964 Nr 16, poz. 93 ze zm.), art. 417², art. 445, art. 448.

²⁴ *Kaliński M.* [w:] *Prawo zobowiązań – część ogólna*, red. *A. Olejniczak*, Warszawa 2009, 91.

²⁵ *Kawałko A., Witczak H.*, *Prawo cywilne*, Warszawa 2008, str. 419.

²⁶ *Indan-Pykno L., Indan-Pykno M.*, *Metodyka pracy i odpowiedzialność zawodowa mediatora w postępowaniu mediacyjnym*, Warszawa 2022, str. 61.

²⁷ *Indan-Pykno L., Indan-Pykno M.*, *Metodyka pracy i odpowiedzialność zawodowa mediatora w postępowaniu mediacyjnym*, Warszawa 2022, str. 74.

²⁸ *Kuźmicka-Sulikowska J.*, *Podstawa prawna odpowiedzialności cywilnej mediatora*, "Kwartalnik ADR" 2008/3, str. 18.

²⁹ Ustawa z dnia 23 kwietnia 1964 r. Kodeks cywilny (Dz.U. Nr 16 poz. 93 ze zm.), art. 23, art. 24.

This results in a violation of the principle of voluntary mediation³⁰, as well as an action contrary to the principles of social coexistence. The settlement agreement may be challenged as having been concluded under the influence of error or duress³¹ and the mediator may be liable for the consequences of such manipulation, including lost profits.

5. Conclusion

In light of the applicable legal regulations, mediators are not required to have civil liability insurance for damages caused in connection with the performance of their function. This state of affairs has significant consequences both from the point of view of protecting participants in mediation proceedings and from the perspective of the mediator himself, who is exposed to personal financial liability in the event of a tort. The lack of mandatory third party liability insurance for mediators may lead to a situation in which the injured party, despite finding grounds for the mediator's civil liability, such as culpable breach of due diligence, unlawfulness of action or an adequate causal relationship between the mediator's conduct and the damage, will not be able to obtain real compensation for the damage. In this context, the civil liability of the mediator appears to be a mechanism with limited protective effectiveness. The lack of institutional security in the form of mandatory insurance weakens the potential guarantees of compensation for injured participants in mediation and may undermine trust in this form of alternative dispute resolution. Meanwhile, mediation is gaining in importance and is increasingly becoming a real alternative to traditional court proceedings in the eyes of both professional attorneys and the parties to the conflict themselves. The growing interest in mediation as a faster, cheaper and more flexible form of dispute resolution emphasizes the need for further professionalization of this area, including strengthening the mechanisms of mediators' liability.

In connection with the above, it seems reasonable to postulate the introduction of appropriate legal regulations that would establish the obligation for mediators to take out civil liability insurance, similarly to other professions of public trust. Such a solution would increase both the legal security of the parties to mediation and the professionalization of the mediator profession, constituting a significant step towards raising the standards of mediation services provided and further strengthening public trust in this institution.

Bibliography:

1. Ustawa z dnia 23 kwietnia 1964 r. – Kodeks cywilny (Dz.U. 1964 Nr 16, poz. 93 ze zm.).
2. Ustawa z dnia 17 listopada 1964 r. – Kodeks postępowania cywilnego (Dz.U. Nr 43, poz. 296 ze zm.).
3. *Bagińska E.*, Glosa do wyroku SN z 29.10.2003 r., III CK 34/02, “Orzecznictwo Sądów Polskich” 2005, nr 4.
4. *Czech T.*, Zasady współżycia społecznego a odpowiedzialność deliktowa, “Państwo i Prawo” 2008, nr 12.

³⁰ Ustawa z dnia 17 listopada 1964 r. Kodeks postępowania cywilnego (Dz.U. Nr 43 poz. 296 ze zm.), art. 183¹ § 1.

³¹ Ustawa z dnia 23 kwietnia 1964 r. Kodeks cywilny (Dz.U. Nr 16 poz. 93 ze zm.), art. 86-88.

5. *Czub K.*, [w:] Kodeks cywilny. Komentarz, wyd. II, red. M. Balwicka-Szczyrba, A. Sylwestrzak, Warszawa 2024, art. 361.
6. *Dykowski T.*, [w:] System prawa cywilnego, t. 3, cz. 1, Prawo zobowiązań – część ogólna, red. Z. Radwański, Ossolineum 1981.
7. *Indan-Pykno L., Indan-Pykno M.*, Metodyka pracy i odpowiedzialność zawodowa mediatora w postępowaniu mediacyjnym, Warszawa 2022.
8. *Jantowski L.*, [w:] Kodeks cywilny. Komentarz aktualizowany, red. M. Balwicka-Szczyrba, A. Sylwestrzak, LEX/el. 2025, art. 415.
9. *Jędrzejewski Z.*, Bezprawność w prawie cywilnym i karnym a zasada jedności porządku prawnego (jednolitego ujęcia bezprawności), „Ius Novum” 2008, nr 1.
10. *Kaliński M.*, [w:] Prawo zobowiązań – część ogólna, red. A. Olejniczak, Warszawa 2009.
11. *Karaszewski G.*, [w:] Kodeks cywilny. Komentarz aktualizowany, red. P. Nazaruk, LEX/el. 2024, art. 415.
12. *Kuźmicka-Sulikowska J.*, Podstawa prawna odpowiedzialności cywilnej mediatora, „Kwartalnik ADR” 2008, nr 3.
13. *Kuźmicka-Sulikowska J.*, Zasady odpowiedzialności deliktowej w świetle nowych tendencji w ustawodawstwie polskim, Warszawa 2011.
14. *Machnikowski P.*, [w:] System Prawa Prywatnego, t. 6: Prawo zobowiązań – część ogólna, red. A. Olejniczak, Warszawa 2009.
15. *Malinowska A.*, Uwagi w przedmiocie umownego ograniczenia odpowiedzialności deliktowej, „Rysunek – Społeczeństwo – Kultura” 2017, nr 26 (numer specjalny).
16. *Nesterowicz M.*, [w:] Prawo prywatne czasu przemian. Księga pamiątkowa dedykowana Profesorowi Stanisławowi Sołtysińskiemu, red. A. Nowicka, Poznań 2005.
17. *Pietrzykowski K.*, Bezprawność jako przesłanka odpowiedzialności deliktowej a zasady współzycia społecznego i dobre obyczaje, [w:] Odpowiedzialność cywilna. Księga pamiątkowa ku czci profesora Adama Szpunara, red. M. Pyziak-Szafnicka, Kraków 2004.
18. *Zienkiewicz A.*, Studium mediacji. Od teorii ku praktyce, Warszawa 2007.
19. *Kawałko A., Witczak H.*, Prawo cywilne, Warszawa 2008.
20. Judgement of SN z 10.02.2010 r., V CSK 287/09, LEX nr 786561.
21. Judgement of SN z 19.10.2012 r., V CSK 501/11, LEX nr 1243100.
22. Judgement of SN z 06.02.2018 r., IV CSK 72/17, LEX nr 2510949.
23. Judgement of SN z 09.06.2021 r., I CSKP 190/21, LEX nr 3212618.
24. Judgement of SN z 10.10.1975 r., I CR 656/75, LEX nr 7759.
25. Judgement of SN z 26.09.2003 r., IV CK 32/02, LEX nr 146462.
26. Judgement of SN z 20.01.2015 r., I PK 148/14, OSNP 2016/12, poz. 150.
27. Judgement of SN z 15.11.2012 r., V CSK 541/11, LEX nr 1276235.
28. Judgement of SA w Łodzi z 16.02.2022 r., I ACa 944/21, LEX nr 3423541.