

TERMINATION OF ORDER CONTRACT

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ABSTRACT: *With the termination of the order contract we will understand the termination of its effects. The cautions and the reasons for termination of the order are provided respectively in Articles 927 to 934 of the Civil Code. I think that the reasons for these provisions are not taxation. They need not be understood narrowly. For the order contract, the general causes of termination of obligations will also apply, even though they are not explicitly foreseen. Historically, the previous legislation foresaw the causes of extinction more fully.*

KEYWORDS: Termination, Order, Contract, Civil Code

Legal framework and doctrine for termination of order contract.

Importance is the case when a contract is called out. This is also seen in conjunction with Article 933 of the Civil Code, according to which it may happen that the orderer who was not aware of the end of the order executed the order. His actions in this case are valid against the orderer and the inheritors.

In the case when a legal person acts through a representative established in the statute. Causes of termination refer to a legal person other than a natural person as a representative. Physical person can be changed but this does not affect the existence of a legal person (society).

The causes of termination of the order for theoretical and practical reasons can be classified as:

(i) General causes of extinction. Such as are applicable to contracts. However, in any concrete case, it must be checked whether the existence of any common cause does not fit in with the special arrangements of the order contract.

(ii) Specific extinguishing agents. I think these specific causes are such that they must be conceived as causes beyond which other specific causes can not be applied. But their inexactness does not stop the application of general rules.

The reasons for systematically extinguishing the order can be classified as follows:

1. Conduct the legal action for which the order is given
2. Fill out the deadline foreseen in the contract.
3. Death, inability to act, bankruptcy or ordering
4. Withdraw from the orderer.
5. Withdraw from the ordering party.

Each of these causes of extinction will be addressed in detail below.

The order contract is canceled for those reasons that result in the expiration of the obligations. The cause of termination of the order relationship, as in any mandatory contractual relationship, is the fulfillment. The message is canceled due to delivery by the customer. So, when the orderer has carried out the order in charge and has passed the orderer all the rights and

obligations he has acquired from the third person. However, the fulfillment of the order should not be understood in detail. It will mean not only the fulfillment of the task for which it is given. But and the execution of all other obligations to the parties.

The order contract is extinguished and the execution is impossible. This is a general reason for extinguishing the obligations, foreseen in Articles 526 to 529 of the Civil Code. Inability can only refer to the ordering action. As the orderer's action, when the order is rewarded, is possible. This is because there is, as a rule, the object of giving a lot of money. while the obligation refers to a generic object the obligation is not impossible. Such items can be found in civilian circulation and the obligation is met.

When the order contract is given to some of the commissioners we distinguish two cases:

(i) Orders must act jointly pursuant to Article 934 of the Civil Code. They commit themselves to jointly carry out legal action. Fulfillment is of no value if it is not done jointly by them. So orderly are forced together.

(ii) The orderers must act in particular from one another. Fulfillment of legal transaction from one of the ordering means the termination of the order contract. The ordering party in such a case must promptly notify the other orderers of their performance so that they again fail to comply with the same legal action.

The order contract may be of a fixed or indefinite term. The indefinite order is issued for the fulfillment of an indefinite amount of actions. Whereas when the order is a fixed term it means that the ordering party is obliged to fulfill the specified action for a specified period of time. I think that a fixed-term order that continues to be executed by parties beyond this deadline is transformed into a contract of indefinite duration. We can refer to analogy to the agency contract that makes such a prediction. This will depend on any concrete case. There should not be any legal provisions that prohibit the continuation. But until this maximum term continues? Continuation of the order will take place until the legal action is taken and the consequences of the order are passed.

If the order is timed, we will appreciate whether it is essential or of a guiding character. The deadline has an essential character if after its completion the parties have no interest in the execution of the order contract. When the action is not fulfilled within this deadline, we have no fulfillment of the obligations with the consequences of the non-fulfillment foreseen by the law. When the deadline does not have an essential character, it is understood that even after completing it, there is still a contractor's interest in the execution of the contract. If the action is completed within the deadline, the termination follows directly from the fulfillment. Extinction in this case has effects at the moment that is proven fulfilled regardless of the term.

CONCLUSIONS

A distinction should be made between the termination of the contract due to the fulfillment of the term and termination of the legal relationship established by this contract. Termination of the contract to fill the bill does not necessarily result in the termination of the legal relationship. But the continuation beyond this deadline when it cannot be considered within the order relationship will be termed as an out-of-contract relationship.