

THE CONTRACT OF SELLING AND ITS REGULATION WITH THE KOSOVO LAW ON OBLIGATION RELATIONS – ITS HARMONIZATION WITH THE VIENNA CONVENTION

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Abstract

The contract of selling is a very frequent contract in the national and the international law. It represents one of the most important contracts by which the circulation of goods is realized within and outside the country. All trade deeds are committed through this contract. Its roots are found in the Roman Law and it is connected with the birth of money.

It is concluded based on the will of the contract parties and as the consequence this is the law for the parties. Paper will treat conditions and characteristics of this contract making the comparison between Kosova legislation and the Vienna Convention. With the paper differences and similarities of the rights and obligations of the contract parties will be reviewed based on the positive Kosova legislation and the Vienna Convention. This contract is qualified as a contract by the name, often formal, consensual, irreversible on obligations and the contract by the regard. Paper will contain the way of delivery, the place of delivery and the time of delivery of goods according to Kosova law and according to the Vienna Convention. Paper will review the ways of contract suppression and the application of appropriate ways of suppression of the contract by fulfilling the obligations through both contract parties.

Key words: Law, selling contract, contract parties, fulfillment, obligation

Introduction

Sale is one of very frequent contracts since the Roman law. It developed by passing the time and it is a contract that changed the contract of reversal. The contract of reversal when the currency was discovered was replaced with the contract of sale whereas the reversal contract ever since has been rarely used. Due to the fact of selling the goods within and outside the country efforts were made to develop this contract that has gone towards perfection. Efforts were made to unify disposals nationally and internationally and this especially when we talk about positive laws in the Republic of Kosova. Since this is the most frequent contract efforts were made unifying at the large extent approving international conventions and a special emphasis was given to the Convention for International Sale that was adopted in Vienna. These international and national disposals are harmonised in a way that sale in general and trade of goods and the circulation of goods from a state to another to be developed without obstacles. Positive law in Kosova is in the total harmony with KSHNM because the LMD has been approved in November 2012 and efforts were made to make the law in accordance with the International Conventions. Positive law has disposals that are in accordance with these conditions related to characteristics and elements of the sale contract. Even they are similar to all rights and obligations foreseen by contract parties according to these disposals. Termination of these contracts is basically done with the fulfillment of the obligations based on agreement achieved by parties, whereas the paper deals also with some other forms of contract termination based on LMD making comparison with the disposals of KSHNM.

1. Notion of the sale contract

Sale contract is one of the oldest contracts in the obligatory law and especially in the contract law. Ever since the currency was discovered and by the development of trade this contract is being more used in the trade of goods. Its beginning is linked with the reversal contract that is considered to be the resource of this contract. The object of sale contract is transfer of ownership upon an item or the transfer of the right against the payment of a price.¹ Based on this there were made various definitions from different theoreticians. Thus by the sale contract it is made possible the transfer of ownership upon an immovables and movable items or the transfer of the rights being that real or a credit right (e.g. credit cesio) against the reward.² The sale contract in Kosova is regulated by the Law on Obligation Relations. LMF regulates this contract with the book 2 of special relations in the obligations law. The first part of this book regulates the sale contract. With the sale contract the seller is obliged to deliver the item and to transfer the ownership, whereas the buyer is obliged to pay the price and to receive the item.³ The second paragraph refers to buyer. The seller of a right is obliged to deliver the sold right whereas if the exercise of this right requires possession of the item, he is obliged to deliver the item.⁴ The Vienna Convention regulates the sale contract as one of the most frequent and important contracts from the contract law. The sale contracts “in sense of KSHMN are mutual contracts that are directed towards reversal of goods against a determined price.”⁵ Keeping this definition we may conclude that article 1 (1) interlocks most types of sales. The sale contract is a contract by which a subject named seller delivers an item under the ownership or delivers a property right to the other subject named buyer, who is obliged to pay a determined amount of money as price.⁶

2. Elements of sale contract

As every contract this contract has its elements as well. Elements of sale contract are: subject, object and the content.⁷

Subjects of law are divided into physical and judicial persons. Physical persons have physical and judicial ability. Physical person is every person that has the total and equal ability to have rights and obligations within determined borders by the law.⁸ Judicial ability starts by the birth of a person and it ends by his death. Born live child enjoys the physical ability since the time of capture as alive.⁹ The ability to act is determined when a person takes 18-s years-it is borned the total ability to gain the rights and to take civil obligations.¹⁰ The ability to act is gained even under 16 years by the emancipation (with the court decision). The total ability to act is gained with the achievement of the age of majority and by marriage before reaching this age.¹¹

Judicial persons are artificial creatures and they are groups of people or physical persons that are engaged within an artificial creature named judicial person. Judicial persons are represented by physical persons. Contract parties regarding the sale contract are named: seller and buyer.

Contract object – object of this contract is very complex especially as regulated by the law.

¹ *Kodi Civil Shqipëtar neni 705.*

² *Ardian Nuni & Ilir Mustafaj & Asim Vokshi, E drejta e Detyrimeve II, Tiranë 2008, fq.9.*

³ *LMD neni 438, paragrafi 1*

⁴ *Po aty, neni 438, paragrafi 2.*

⁵ *KShNM (Konventa e Vjenës), neni 1, paragrafi 1.*

⁶ *Nerxhivane Dauti, Kontratat, Prishtinë 2012, fq.126.*

⁷ *Mariana Tutulani-Semini, E Drejta e detyrimeve dhe kontraktore, pjesa e posacme, Sknderbegbooks, Tiranë, 2006, fq 2.*

⁸ *KCSh neni 1.*

⁹ *Po aty neni 2.*

¹⁰ *Po aty neni 6.*

¹¹ *Ligji për Familjen i Republikës së Kosovës, Gazeta e Zyrae e Republikës së Kosovës, Ligji nr. 2004/32.*

3. Subject of contract

Subject of the contract is a general condition for signing the contract. The subject is that upon parties agree or “from what the contract is concluded”.¹² Subject of contract should contain determined qualities to create judicial effects. Subject of contract should be: a) possible, b) to be determined and c) allowed. Inability of contract may be objective, subjective, initial, the later, factual and judicial.

4. Characteristics of contract

Sale contract is consensual contract between two contract parties that declared their willingness of contract conclusion. It is a mutual obligatory because both parties have the rights and obligations. All what is the right for seller is and obligation for buyer and vice versa. Sale contract is a contract by name and it is a contract that belongs to the group of contracts enumerated by law of obligation relations. Among it presents the most important contract of the contract law. The national law but also the international law regulates this contract with a special convention. Sale contract is informal contract because for its conclusion there are not needed determined forms. It is commutative contract because the contract parties know their rights when they enter into this contract. This is a contract by reward where the price is present in the case of item reversal when the item is taken from buyer. Buyer is obliged to deliver the price whereas seller is obliged to deliver the good.

5. Conditions for conclusion of the sale contract

When we talk about the obligations in general and about the contracts especially, for their conclusion or better said about their validity it is needed the fulfillment of general conditions and special conditions. If the general conditions are not fulfilled the contract is annulled. In this case the contract is considered as never concluded. In cases when the special conditions are not fulfilled the contract is not considered as not concluded. When the special conditions are not fulfilled contracts are not considered absolutely invalid. If there is a lack of these elements the contract is relatively invalid.

5.1. General conditions

General conditions for contract conclusion are: a) ability to work of contract parties, b) the expressed will of both sides, c) subject of contract and c) contract basis. If one of these elements is absent then the contract comes to be invalid. Contract is considered as not concluded and it is considered absolutely invalid.

Contract that is against the public order, ruling disposals or the moral of society is null, if the aim of violated rule doesn't suggest any other sanction or if the law for the determined case doesn't foresee something else.¹³

5.2. Working ability of contract parties

Subjects of the sale contract are seller and buyer. When we talk about the working ability of contract parties we talk about their judicial ability. The working ability is the ability that with their activities and with their will, to gain the rights and obligations.¹⁴ This ability has an impact in the validity of the contract. With the lack of this condition the contract is announced absolutely invalid. In the contract law the contract could be concluded by persons under 14 years that have created labour relations – in this case contract can be concluded independently of sale contract where the subject of the contract appears the property gained as a result of labour relations.¹⁵ Working ability of contract parties is gained with the judicial ability. After the subject has reached the age of majority he has the total working ability to conclude contracts and for taking all rights and obligations deriving from the sale contract. The working

¹² Nerxhivane Dauti, *E Drejta e Detyrimeve*, Universiteti i Prishtinës, Prishtinë 2001, fq 65.

¹³ LMD, neni 89, paragrafi 1.

¹⁴ Klaric, Vedris, *“Gradansko Pravo”*, Opci deo, stvarno pravo, i nasljedno pravo, Narodne Novine, Zagreb 2009, fq.33.

¹⁵ Nerxhivane Dauti, *“E Drejta e Detyrimeve”*, pjesa e përgjithshme dhe e vecantë, Universiteti i Prishtinës, fq. 305.

ability of contract parties according to LMD is gained also before the age 18. It is gained as described above or in the case of concluded marriage above age of 16.

5.3. The agreement will

Since the sale contract is consensual contract and since it is concluded by the freely expressed will of the contract parties, then for conclusion of this contract there is need the agreement will. However both contract parties should express their will for contract conclusion. Internal will should be in accordance with the external will. Within the contract both parties agree for the time, place and the way of fulfillment of the contract obligations. The way of item delivery by the seller and the price delivery by the buyer. If one of the contract parties has expressed his will against his will then the contract is announced invalid even absolutely invalid. Also the subject of the contract appears to be the general condition for contract conclusion but for this it was a discussion above. KShNM (Vienna Convention) regulates agreement will with its disposals approaching seriously this condition and classifying this as a basic condition for on concluding contract: parties are connected by every use on what they have agreed and in every practice that they have determined.¹⁶

5.4. The contract basis

Contract basis of the sale contract is the judicial aim that has pushed contract parties, seller and buyer to create rights and take obligations.¹⁷

6. Special conditions

Some contracts are considered concluded that along with the general conditions have fulfilled the special conditions. Special conditions and their presence make the contract relatively invalid. Only contract parties have the right to require the invalidity of this contract. This sale contract is considered to be concluded and produces effects until the moment of annulment. If the damage is caused as a result of presence of these conditions then parties should compensate the damage. Damage compensation or the amount of price that they should pay- if this is not foreseen with the contract, than it will be determined by the court. These conditions are: a) item/goods delivery, b) agreement will for contract conclusion and c) form of the contract.

6.1. Item/goods delivery

Some contracts are considered as concluded not only with the fulfillment of special conditions but in these cases the item delivery should be made by all means. These contracts since the Roman law are known as real contracts. LMD also regulates the item delivery with its disposals. Seller has the obligation to deliver the item to buyer at the determined place as foreseen with the contract.¹⁸ If the seller has the obligation to do the transport of goods from a place to another- thus the transport of the item. It is considered that he has fulfilled his obligation by the item delivery or shipment. If something else is not contracted or something else doesn't come up from the nature of work it is the responsibility of seller to deliver the item to the buyer in a proper condition along with the accessories.¹⁹ If he possesses the documents related to the item he should deliver the documents together with the item. Delivery of the item is regulated with the Vienna Convention by which we see that the item delivery has an important character. It is also this convention that gives the priority to the time and the place for item delivery. Seller should deliver goods and every document related to them and to transfer the property on goods, as required by contract and by this convention.²⁰

¹⁶ *Konventa e Vjenës, neni 9, paragrafi 1.*

¹⁷ *Nerxhivane Dauti, "E Drejta e Detyrimeve", pjesa e përgjithshme dhe e vecantë, Universiteti i Prishtinës, Prishtinë 2001, fq 306.*

¹⁸ *LMD neni 450, paragrafi 1.*

¹⁹ *Po aty neni, neni 451, paragrafi 1.*

²⁰ *Konventa e Vjenës neni 30.*

6.2. Agreement on concluding contract

This condition presents a special condition on concluding contract. It is considered as an agreement of permission from the third person for concluding contract. This case happens – this agreement may have been given before the contract is concluded. Agreement is required in two cases: for protecting the individual interest and for protecting the common interest.²¹ As types of agreements are considered: a) agreement for concluding the contract on protecting the interest of infant, b) agreement for concluding contract to protect the common interest.

6.3. Form of the contract

This contract is not a formal contract. It is one of the main characteristics of this contract. Rarely does it happen this contract to be formal. Sale contract with the payment on installments should be concluded in the written form.²² This happens in determined cases. Form of the contract is an external manifestation of will if that is not foreseen differently by the law.²³ The contract conclusion doesn't depend in any form if exceptionally it is not foreseen differently.²⁴ The sale contract has not need for a specific form – if exceptionally is not determined as described above. The same happens also with the KSHNM but it in an explicit way doesn't regulate the form of sale contract. LMD enumerates some various types of sale contracts and they are: solemn, real, promoting, written, law and contracting.

7. The rights and obligations of contract parties

When we discussed the sale contract we have stressed out that one of the characteristics of the contract is the fact that it is mutual obligatory contract. Therefore based on this contract it brings obligations for both parties. The totality of the rights and the obligations of both the seller and the buyer, form the content of the sale contract that is the third element of this contract.²⁵

7.1. Obligations of the seller

As obligations of the seller there are: Item/goods delivery to the buyer, transfer of the ownership and the guarantee for the buyer that the item on the equalities of the contract item/goods.²⁶ The Vienna Convention enumerates the duties of the seller as follows: delivery of goods and delivery of documents.²⁷ Seller should deliver goods that are at the determined quantity and quality and that are packed and closed in that way as foreseen by the contract.²⁸ Article 35 of Vienna Convention determines that seller should deliver goods that are in the quantity, quality and description requested by contract and which are closed and packed in the required way by the contract.²⁹ From this it is seen that a guarantee for the quality of goods should be given to the buyer as per the agreement by the contract. Based on our law the contract is the basis for transfer of the ownership and therefore the sale contract presents the title for gaining the ownership.

²¹ *Nerxhivane Dauti, vepra e cituar, fq. 72.*

²² *LMD neni 526.*

²³ *Nerxhivane Dauti, vepra e cituar, fq.72*

²⁴ *LMD neni 51.*

²⁵ *Mariana Tutlani Semini, "E Drejta e Detyrimeve dhe Kontraktore", Skanderbagbooks, Tiranë 2006, fq. 10.*

²⁶ *KCSH neni 710, paragrafi 1, 2 dhe 3.*

²⁷ *Konventa e Vjenës neni 31.*

²⁸ *Konventa e Vjenës neni 35.*

²⁹ *Konventa e vjenës neni 35, paragrafi 1.*

7.2. Obligations of the buyer

Buyer as the other contract party is obliged to respect contract obligations. One of the basic obligations is the obligation to pay the price as a value for the bought item. Buyer has the obligation to pay the price at the determined place and time as foreseen by contract.³⁰ Meanwhile the Vienna Convention stresses out: buyer should pay the price for goods and to take them as required by the contract and by this convention.³¹ The first obligation is mentioned the payment of the price and this has regulated by its disposals. The obligation of the buyer to pay the price includes taken measures and the fulfillment of the formalities as required by contract or the law or regulation that enables the payment of price.³² LMD as the other obligation considers the goods acceptance and regulates it with the disposals of this issue. The receipt of the goods consist of necessary undertaken activities so the delivery and the receipt of goods are made possible.³³ The other obligation of seller is the receipt of goods, and the Vienna Convention foresees this as a necessary issue for fulfilling the obligation. The obligation of buyer to receipt goods consists of: executing all activities that could be expected to be undertaken by him with the aim to enable seller deliver the goods and the reception of goods on the other side.³⁴

8. Contract termination

Sale contracts after concluded produce judicial effects for contract parties, but they after fulfilling of their mission³⁵ are terminated. Valid contracts³⁶ we could say can be terminated. Meanwhile the contracts are invalid³⁷ or not terminated but they are annulled. There are various ways of contract terminations. Contracts very frequently are suspended (terminated) by fulfillment.³⁸ In creating the obligatory relations there are needed determined activities and the same happens in case of termination.³⁹ The termination of legal obligatory relations could be done by the will of contract parties (fulfillment, compensation, forgiveness of a debt, renewal, unification) but also as a reason of the facts and activities that do not depend on the will of parties (inability to fulfil the obligation, expiration, death, etc). By termination of the main obligation there are terminated the accessory rights as: guarantee, respectively guarantees, pledge, interest, expenses, etc. Reasons of contract termination are many and various and contract according to LMD are terminated: by agreement of parties, when the subject of the contract disappears, non execution.

8.1. Termination of the contract by the agreement of contract parties

Since this belongs to the consensual contracts it is concluded based on the will of the contract parties. Contract parties by their disposals determine the time and the place of fulfillment of the obligations from the sale contract.

8.2. Termination of the contract when the subject disappears

When the subject of the contracts disappears the contract is terminated. This happens only when the item is individually determined. This because if the item is general it could be replaced with the item of the same quality.

³⁰ LMD neni 499.

³¹ Konventa e Vjenës neni 53.

³² Konventa e Vjenës neni 54

³³ LMD neni 502, paragrafi 1.

³⁴ Po aty neni 60, paragrafi 1, pika dhe b.

³⁵ Kur kreditori dhe debitori i përmbushin të drejtat dhe detyrimet e tyre ndaj njëri tjetrit, të drejta dhe detyrime të cilat janë të numruarar taksativisht në nenet e kontratës.

³⁶ Kontratat të cilat i përmbushin të gjitha kushtet për plotfuqishmërinë e tyre.

³⁷ Kontratat të cilat nuk i plotësojnë kushtet thelbësore për tu konsideruar valide. Numërohen ato kontrata të cilat e çënojnë interesin e përgjithshëm shoqëror, kushtetues, dhe moral.

³⁸ Andrija Gams, "Hyrje në të Drejtën Civile", Prishtinë 1986, fq. 266.

³⁹ Vilim Gorenc, Bazat e së Drejtës Tregtare Statusore dhe Kontraktore", Prishtinë, 2010, fq. 170.

8.3. Termination of the contract by the death

By the death of contract parties the contract is terminated only if the contract has to do with the individual qualities of the contract parties. This because in other cases obligations are transferred to inheritors. All inheritors (necessary or will) when they inherit the rights they at the same time inherit the obligations.

When the contract doesn't fulfil the basic conditions for its conclusion then the court based on the request of the injured party will announce the contract absolutely invalid. These types of contracts are considered as never concluded-doesn't produce judicial effects.

8.4. Non execution of the contract

All obligations of the contract parties in all contracts lead towards fulfillment of the obligations. The obligation when it becomes impossible to be fulfilled as a reason of circumstances for which debtor is not held responsible.⁴⁰ After the contract conclusion contract parties be physic or judicial (objective or subjective cases) that lead towards nonfulfillment of the obligations. In cases when debtor doesn't fulfill his obligation, it is presumed that he is guilty for nonfulfillment in the contract relations and for causing the damage in the contract relations.⁴¹ In such a case one party remained in the position of respecting the contract whereas the other party has fulfilled obligation. Related to this to the party that respected the contract applies the principle that means the obligation to fulfill the conditions and thus the contract party that respects the obligations, doesn't mean that he has the right to terminate the contract arbitrarily due to the fact that the other part doesn't fulfill his obligations.

In cases when debtor doesn't fulfill obligation it will not be opportune that creditor requires from the debtor to fulfill by all means the contract (...) in any circumstances and thus vis-à-vis this basic rule exist also determined exclusions that cause termination of the obligatory relations.⁴²

8.5. Termination of the obligations when the obligation is not fulfilled

In cases when the obligation is not fulfilled, contract is terminated as a reason of nonexecution and the following condition should be fulfilled: existence of contract with the reward, contract should not be fulfilled at all (contract is not partially or totally fulfilled). If the nonexecution is not fulfilled and for this guilty is debtor and when the creditor has required whereas the debtor has not fulfilled the obligation even though he was given additional term. In such cases the contract is terminated by the court decision. In this case the contract is absolutely invalid and it is considered as not at all concluded. When such a decision is taken by the court that decision has a retroactive effect. This contract acts only for participating parties and creates judicial effects for creditor and debtor.⁴³

8.6. Other ways of contract termination

Besides these ways of contract termination there are some other ways of termination and they are as follows:

Termination of contract with compensation: - this is the termination of obligations whose object is the determined amount of money or or replacable item, when two persons become debtor and creditor.⁴⁴

Termination based on forgiveness of a debt:- by forgiveness we should understand agreement of parties based on what creditor gives up of his right for request to debtor and this means that parties decide to close the judicial

⁴⁰ LMD, neni 335.

⁴¹ Mariana Tutulani-Semini, *E Drejta e Detyrimeve dhe e Kontratave< pjesa e përgjithshme, Skanderbegbooks, Tiranë 2006, fq 247.*

⁴² Vilim Gorenc, "Bazat e së Drejtës Tregtare Statusore dhe Kontraktore", Prishtinë, 2010, fq. 173.

⁴³ Majlinda Belegu, *Shuarja e kontratave sipas legjislacionit aktual në Republikën e Kosovës, Fakulteti Juridik, Universiteti I Tetovës, Tetovë Mars 2014*

⁴⁴ Gerard Legier, *E Drejta Civile Detyrimet, Papirus 2008, fq 228.*

relation since creditor considers that debtor has no obligations.⁴⁵ LMD regulates the forgiveness by its disposals in the following way: by forgiveness and by renewal between debtor and creditor the soidar obligation is reduced in accordance with the part of creditor request.⁴⁶ It is an act through which creditor gives up his right and thus takes off debtor obligation, who agrees.⁴⁷

Termination based on expiration – in addition to the mentioned above the expiration has an impact on the termination. Duration of the contracts may be foreseen in advance but it could also be contracted for a determined time. In obligatory relations legally binding and timely determined each party may give up by unilateral expression of will.⁴⁸

Termination of the contract by *confonadtio* – is a way of ending the obligation that happens when the qualities of both creditor and debtor join becoming one person physic or judicial.⁴⁹ *Confondation* is unification to the same person of the qualities of creditor and debtor (...) that in principle brings to the termination of obligations.⁵⁰ There are no ways when a subject can be at the same obligation creditor or debtor for himself.

Termination of the contract by renewal – is an act by which a new obligation replaces the previous obligation.⁵¹ The obligation is terminated if creditor and debtor agree to replace the existing obligation with the new one and if the new obligation has the different object or judicial basis.⁵²

Conclusions

Contracts are the part of the obligatory law that derive from the roman law. During the analysis it was noted that in order to have a contract into force there should be fulfilled soem conditions of conclusion. In additon to the general conditions there should be fulfilled the special conditions as well. The sale contract is a contract by name in the domestic law but it is also regulated by the international law that pays a special attention to it and based on its importance a special convention was adopted regarding this problem. All national laws and LMD as well the sale contract consider as a consensual contract where all rights and obligations, parties contract and these are considered as laws for parties as *pacta sunt servanda*. The sale contract is also a contract by reward where there are mutual obligations and where both parties know their rights and obligations. According to the Vienna Convention and LMD if the contract doesn't fulfil the general conditions it is non existent, it is announced invalid and it will not produce juridical effects. It is considered as never concluded. Whereas nonfulfillment of special conditions will not bring to the absolute annullement, its annulement is relative. All rights and obligations that are foreseen with LMD are at the same time foreseen with the Vienna Convention and they are harmonised totally. This because the Republic of Kosova has adopted LMD at the end of 2012 and it makes efforts to harmonise its legislation with the EU legislation.

Vienna Convention foresees fulfillment of the obligation and also its annulment and it determines cases ---this happens similarly with the LMD. Termination of the sale contract with LMD is determined with e special part in the disposals of LMD, whereas Vienna Convention doesn't foresee the special part or it doesn't have a special chapter. It refers more to the damage when both parties cause each other and it focuses more in the reward for this damage.

⁴⁵ *KCSH, nenet 511-513*

⁴⁶ *LMD, neni 412.*

⁴⁷ *Gerard Legier, E Drejta Civile Detyrimet, Papirus 2008, fq 233.*

⁴⁸ *Majlinda Belegu, Shuarja e kontratave sipas legjislacionit actual në Republikën e Kosovës, Fakulteti Juridik, Universiteti I Tetovës, Tetovë Mars 2014*

⁴⁹ *KCSH neni 524.*

⁵⁰ *Gerard Legier, E Drejta Civile Detyrimet, Papirus 2008, fq 228.*

⁵¹ *Gerard Legier, E Drejta Civile Detyrimet, Papirus, Tiranë 2008, fq 229.*

⁵² *LMD, neni 329, paragrafi 1.*

Literature

- 1) Belegu, Majlinda. "Shuarja e kontratave sipas legjislacionit aktual në Republikën e Kosovës", (Pjesëmarrje me punim shkencor në konferencë shkencore ndërkombë), Fakulteti Juridik, Universiteti i Tetovës, Tetovë Mars 2014
- 2) Dauti, Nerxhivane . "E Drejta e Detyrimeve", Universiteti i Prishtinës, Prishtinë 2001.
- 3) Dauti, Nerxhivane . "Kontratat", Universiteti i Prishtinës, Prishtinë 2012.
- 4) Gams, Andrija. "Hyrje në të Drejtën Civile", Universiteti i Prishtinës, Prishtinë 1986
- 5) Gorenc, Vilim. "Bazat e së Drejtës Tregtare Statusore dhe Kontraktore", Prishtinë, 2010.
- 6) Klaric, Vedris, "Gradansko Pravo", Opci deo, stvarno pravo, i nasljedno pravo, Narodne Novine, Zagreb 2009,
- 7) Kodi Civil Shqipëtar i vitit 1994
- 8) Konventa Për Shitjen Ndërkombëtare të Mallrave, (KShNM, Konventa e Vjenës), Kjo Kombet e Bashkuara, Neë York 1981.
- 9) Legier, Gerard "E Drejta Civile Detyrimet", Papirus 2008,
- 10) Ligji për marrëdhëniet e Detyrimeve, Gazeta Zyrtare e Republikës së Kosovës, Prishtinë 2012
- 11) Ligji për Familjen i Republikës së Kosovës, Gazeta e Zyrae e Republikës së Kosovës, Ligji nr. 2004/32.
- 12) Nuni, Ardian & Ilir Mustafaj & Asim Vokshi, E drejta e Detyrimeve II, Tiranë 2008.
- 13) Semini, Mariana. "E Drejta e Detyrimeve dhe e Kontratave"- pjesa e përgjithshme, Skanderbegbooks, Tiranë 2006.
- 14) Semini, Mariana. "E Drejta e Detyrimeve dhe e Kontratave"- pjesa e posacme, Skanderbegbooks, Tiranë 2006.