

su zakonom ili voljom stranaka predviđene. Pravilo po kome se ugovorne obveze moraju izvršavati onako kako glase predstavlja izraz vjekovne evolucije ugovornog prava i jedno je od osnovnih pravila u materiji ugovora, a koje je naročito bilo naglašeno u teoriji autonomije volje.

Prema tome, ukoliko dužnik ne udovolji svojim obvezama onako kako se i obvezao, vjerovnik je ovlašten zahtijevati i naknadu štete koju je tim povodom pretrpio. Dužnik koji je u zakašnjenju, odgovara za naknadu štete bez obzira što mu je vjerovnik dao naknadni rok za ispunjenje. Dužnikova obveza da naknadi štetu, ukoliko povrijedi svoju ugovornu obvezu, a time nastane šteta za vjerovnika predstavlja njegovu sekundarnu obvezu. Njegova primarna dužnost i dalje ostaje, a to je ispunjenje ugovorom preuzete obveze. U slučaju da dužnik ne ispuni obvezu na koju se ugovorom obvezao, vjerovnik može tražiti naknadu štete zbog neispunjenja. Međutim, u ovom slučaju, jedan od ova dva zahtjeva (zahtjev za ispunjenje ugovora i zahtjev za naknadu štete zbog neispunjenja ugovora) postaje potpuno bespredmetan. Oni se međusobno isključuju.

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CONTRACTUAL LIABILITY FOR DAMAGE

***Summary:** The contract, as a general characteristic, contains the obligation to respect it, proper fulfillment and responsibility, as well as the right to legal protection, if the debtor does not fulfill the obligation as agreed. This is also a logical consequence of the legal meaning of the contract. Namely, it is understood that the contract is concluded with the aim of fulfillment, that the contractual obligations are fulfilled in everything as agreed, but also that the debtor is liable if the fulfillment of the obligation is absent or delayed, if there is his share.*

Once a contract has been concluded, it is a law for the parties (pacta sunt servanda) and the obligations arising from such a contract must be fulfilled. The party who breaches contractual obligation is liable to the other party for the damage. Considering dispositive nature of the regulations on contractual liability, the contracting parties may regulate their relations differently than prescribed by law.

The paper pays attention to the analysis of contractual liability for damage. It explains in detail what it means to fulfill the obligation, delay and poor (irregular) fulfillment of obligations, all through the prism of current case law in Bosnia and Herzegovina and comparative law.

***Keywords:** contract, fulfillment of obligations, contractual liability for damage, breach of contract.*