

6. Zaključak

Promjena subjekata obligacije javlja se u modernim zakonodavstvima kao jedan institut razumljiv sam po sebi. Promjena subjekata obligacije je usko povezana s privrednim razvojem jedne zemlje, kao i intenzitetom prometa na određenoj teritoriji. Što je jedna zemlja razvijenija to je i promet na tom području intenzivniji. Sve velike evropske kodifikacije regulišu promjenu subjekata obligacije. Naš ZOO ovom institutu poklanja dužnu pažnju. Što se tiče zakonodavnih rješenja danih u našem ZOO možemo se složiti da ona odgovaraju evropskim standardima, odnosno standardima tzv. evropsko-kontinentalnog pravnog kruga. Smatramo da je pravna regulativa u odnosu na ugovornu promjenu dužnika u obligacionom odnosu na sasvim zadovoljavajućem nivou.

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CONTRACTUAL CHANGE OF THE DEBTOR IN THE BOND RELATIONSHIP

Summary: *Obligatory relationship is a legal bond between precisely defined persons. In contemporary legal theory and practice, the generally accepted opinion is based on the fact that rights and obligations can be separated from their personality. This practically means that the subjects of the obligation can be replaced by other persons. In our law, it is possible to change both the creditor and the debtor. When it comes to changing the debtor, our ZOO distinguishes between several contractual ways of changing it, namely: assumption of debt, accession to debt and assumption of fulfillment. By contractually changing the debtor, the obligation remains completely unchanged. The content of the obligation remains the same, only the personality of the debtor has changed.*

Debt assumption is a contract between the debtor and a third party, by which the third party assumes the debtor's obligation. In order for the debt assumption agreement to produce the desired legal effect, it is necessary for the creditor to give his consent to this agreement. Accession to debt is a contract by which a third party commits to the creditor to fulfill the debtor's obligation. The contract is concluded between the creditor and a third party, without the participation of the debtor. The assumption of fulfillment occurs through a contract between the debtor and a third party, by which the third party assumes the obligation to perform the duty instead of the debtor. The agreement on the assumption of fulfillment produces legal effects only between the contracting parties, i.e. between the debtor and a third party.

Key words: *contractual change of debtor, assumption of debt, accession to debt, assumption of fulfillment.*