The effect of a change of circumstances on the binding force of contracts

Comparative perspectives
R.A. Momberg Uribe

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Comparative perspectives

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This book is the published version of the Ph.D thesis defended on May 27, 2011.
In loving memory of my mother, Nancy
Your light always shines on me
ACKNOWLEDGEMENTS

While sitting just in front of my desk, with such a beautiful view of the Utrecht Dom, thinking that my stay and work in the Netherlands is becoming to an end makes me feel a complex mixture of sadness and satisfaction. Sadness because this wonderful stage of my life is closed, but satisfaction because is ending successfully.

I would like to spend a few paragraphs writing about my feelings and gratitude towards the people who joined me and supported me during the writing of my dissertation. They all contributed to making me feel that I was not alone in this indeed solitary and individual work.

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To come to the Netherlands implied a big challenge not only personally, but also for my wife Carola, and my children Manuela and Gustavo. They joined me in this adventure asking nothing in return. I have to say that they succeeded in that challenge much earlier than me, and I can proudly say that both my children and my wife are very happy and feel very much at home in the Netherlands. Without their unfailing support, understanding and daily love, this task would have been impossible for me.

We all know that our time in the Netherlands would be limited, but we never imagined how much we would enjoy it. Infinite thanks to all our friends and people who made these years some of the best of our lives. It is very hard for us to say goodbye, but I am sure that this is not a definitive farewell. We are looking forward to seeing you all again.
TABLE OF CONTENTS

Acknowledgements vii
Abbreviations xv

PART I
INTRODUCTION AND HISTORICAL PERSPECTIVES 1

Chapter 1 Introductory remarks 3

1. The origin of this research 3
   1.1. The same facts: the natural gas crisis 3
   1.2. …But two contradictory decisions 4

2. Pacta sunt servanda and Rebus sic stantibus 5

3. Scope of the research 7
   3.1. The concept of long-term contracts. The relational theory of contract 7
   3.2. Exclusion of related legal doctrines
      3.2.1. Impossibility, force majeure and excessive onerousness 10
      3.2.2. Mistake and excessive onerousness 11
      3.2.3. Laesio enormis and excessive onerousness 12
   3.3. The role of the economic analysis of the law 13
   3.4. The role of express clauses dealing with a change of circumstances 14

4. Terminology and concepts 16

5. Hypothesis and methodology 17
   5.1. Hypothesis 17
   5.2. Comparative method 19
   5.3. Jurisdictions selected 19

6. Structure of the research 21

Chapter 2 An historic approach to pacta sunt servanda, impossibility and
   rebus sic stantibus 23

1. The origins of pacta sunt servanda 23
Introduction

1.1. Roman law: No *pacta sunt servanda* principle 23
1.2. The glossators: the beginning of a rational and systematic scheme 24
1.3. From *nuda pactio obligationem non parit to pacta sunt servanda* 25
2. Impossibility 27
3. Change of circumstances 29
   3.1. The philosophical Roman roots and development as an implied condition 29
   3.2. Evolution towards a more objective standard 31
   3.3. The codification and the *clausula* doctrine 33
4. Conclusions 38

PART II

COMPARATIVE SURVEY

NATIONAL JURISDICTIONS

Chapter 3 French law 43

1. Introduction 43
2. The provisions of the *Code Civil* and the traditional legal doctrine 44
3. The traditional case law 46
4. Legislative intervention 48
5. The different approach of French administrative law 50
6. The approach of modern legal doctrine 52
7. Modern case law 55
   7.1. The limited recognition of *imprévision* through the duty to renegotiate 55
   7.2. The rejection of court revision 57
8. The reform projects 60
   8.1. General remarks 60
   8.2. The regulation of *imprévision* in the reform projects 62
9. Conclusions 67

Chapter 4 Italian law 69

1. Introduction 69
2. The excessively onerous nature of the performance:
   *eccessiva onerosità sopravvenuta* 69
3. The foundations of *eccessiva onerosità* 70
4. The conditions for the application of *eccessiva onerosità* 71
   4.1. Contracts covered by the provision 72
   4.2. The behaviour of the affected party 74
   4.3. The nature of the events 75
      4.3.1. Supervening events 75
      4.3.2. Extraordinary and unforeseeable events 75
   4.4. Excessive onerousness and the normal risk (*alea*) inherent in the contract 77
5. The effects of *eccessiva onerosità* 80
5.1. The termination of the contract (risoluzione del contratto) 80
5.2. An equitable modification of the contract (reductio ad equitatem) 81
5.3. The remedy in case of contracts with obligations for one party only (article 1468) 84
6. The theory of the presupposizione 84
7. Conclusions 88

Chapter 5 Latin American jurisdictions – Chilean and Argentinian law 91

1. Introduction 91
   1.1. The Latin American system of private law: a civil law system 91
   1.2. The development of private law in Latin America since the nineteenth century 92
       1.2.1. The nineteenth century: Codification as a tool for territorial and juridical unification and the influence of the Code Civil 92
       1.2.2. The twentieth century: The (relative) influence of the United States 94

2. Chilean law 96
   2.1. The Chilean Civil Code 96
   2.2. The role of case law and legal thinking in the Chilean legal system 97
   2.3. Unexpected circumstances in Chilean law: teoría de la imprevisión 100
       2.3.1. The binding force of contract in Chilean private law
               Article 1545 of the Civil Code and the rejection of imprevisión 100
       2.3.2. The reinforcement of pacta sunt servanda through property law 101
       2.3.3. Contemporary legal doctrine: good faith as the basis for imprevisión 102
       2.3.4. The discussion about the need of a legal reform 105
       2.3.5. The (failed) project of reform 106
       2.3.6. The situation of Chilean administrative law 107
       2.3.7. The case law 108

3. Argentinian law 116
   3.1. The Argentinian Civil Code 116
   3.2. The doctrine of stare decisis in Argentinian law 118
   3.3. Unexpected circumstances in Argentinian law: the doctrine of imprevisión 120
       3.3.1. The revision of the contract in the Argentinian Civil Code 120
       3.3.2. Developments in legislation and case law 120
       3.3.3 Act 17.711 and the introduction of imprevisión in the Argentinian Civil Code 121
       3.3.4 The conditions for the application of article 1198 123
       3.3.5 The effects of imprevisión 131
   3.4. A reference to abus de droit 134

4. Conclusions 136
Chapter 6 The Common law jurisdictions – English and American law

1. Introduction. Terminology: frustration, impossibility and impracticability
2. English law
   2.1. Origins of the doctrine of frustration
   2.2. Frustration in cases of excessive onerosity or impracticability
      2.2.1. Introduction
      2.2.2. The rejection of impracticability as a ground for being discharged from a contract: development of the case law
   2.3. The doctrine of frustration of purpose
   2.4. The effects of frustration
      2.4.1. The common law rules in cases of performance rendered before frustration
      2.4.2. The Law Reform (Frustrated Contracts) Act 1943
      2.4.3. The rejection of a duty to renegotiate
   2.5. Conclusions
3. American law. The doctrine of impracticability
   3.1. The concept of impracticability
   3.2. Impracticability in the UCC and the Restatement (2nd)
   3.3. The development of the case law
      3.3.1. The methods for determining impracticability
      3.3.2. The foreseeability standard
      3.3.3. The criticism concerning the foreseeability standard
   3.4. Frustration of purpose in American law
   3.5. The effects of impracticability
      3.5.1. Renegotiation of the contract
      3.5.2. Adjustment of contract
   3.6. Conclusions

PART III
COMPARATIVE SURVEY
INTERNATIONAL INSTRUMENTS OF CONTRACT LAW

Chapter 7 International instruments of contract law – the approach of the CISG, the PICC, the PECL and the DCFR

1. Introduction
2. The approach of the CISG
   2.1. The CISG system of exemptions
   2.2. Gap filling in the CISG
   2.3. Hardship under the CISG
   2.4. The approach of the case law
3. The approach of non-legislative codifications: the PICC, the PECL and the DCFR
3.1. General considerations 199
  3.1.1. The general rule 199
  3.1.2. Scope of the rules 200

3.2. The conditions for the application of the remedies 201
  3.2.1. The effect of changed circumstances on the parties' obligations 201
  3.2.2. The change of circumstances must have occurred after the time when the obligation was incurred 203
  3.2.3. The debtor did not take into account, and could not reasonably be expected to have taken into account, the change of circumstances 203
  3.2.4. The exceptional nature of the change of circumstances 204
  3.2.5. Risk allocation 206
  3.2.6. The request for renegotiation 209

3.3. Remedies 212

3.4. Conclusions 213

PART IV
THE EFFECTS OF A CHANGE OF CIRCUMSTANCES

Chapter 8 The duty to renegotiate as an effect of changed circumstances 219

1. Comparative assessment. The double role of renegotiation 219
2. Source of the duty 220
  2.1. Good faith and the nature of the contractual relationship as a source. An inherent or implied obligation 220
  2.2. Express contract provision. The renegotiation clause 224
    2.1.1. Concepts 224
    2.2.2. Structure and content of the clauses 225
3. Content of the duty to renegotiate. Obligations and rights of the parties 227
  3.1. Duty to renegotiate in good faith 227
  3.2. Duty to agree or to accept the counterparty proposal 228
  3.3. Renegotiation period 230
4. Consequences when renegotiations fail 230
  4.1. Termination and damages 230
  4.2. Adaptation or revision of the contract by the courts 231
5. Conclusions 234

Chapter 9 The adjustment of the contract as effect of changed circumstances 237

1. Introduction 237
  1.1. Comparative assessment 237
  1.2. Terminology and the concept of adaptation 238
2. The difficult case for the adaptation of contracts 239
  2.1. Foundations 239
  2.2. Arguments for and against a judicial adjustment 242
2.2.1. A violation of the principle of the sanctity of contracts and the free will of the parties 243
2.2.2. Lack of expertise on the part of judges 247
2.2.3. Increase in the costs of contracting and litigation 248
2.2.4. Adjustment leads to uncertainty and it is unclear 250
2.2.5. A risk to the whole economic system 251
3. The extent and content of modification. The powers of the court 253
4. Termination of the contract 256
5. Conclusions 258

Chapter 10 Concluding remarks 261

1. The general but not absolute principle of *pacta sunt servanda* 261
2. Receptive and unreceptive legal systems 263
   2.1. Receptive legal systems 263
      2.1.1. Scope of the rules 263
      2.1.2. Requirements 264
      2.1.3. Effects 265
   2.2. Unreceptive legal systems 266
      2.2.1. The reasons for the rejection 266
      2.2.2. Exceptional recognition and limited effects 268
   2.3. Evaluation 269
3. An attempt at a synthesis 270
   3.1. The advantages of legal recognition 270
   3.2. Minimum conditions 272
      3.2.1. Scope of application 272
      3.2.2. Mandatory nature of the provisions 272
      3.2.3. Excessive onerousness 273
      3.2.4. Reasonable unforeseen circumstances 273
   3.3. The effects of changed circumstances 273
      3.3.1. Renegotiation 274
      3.3.2. Adaptation 275
      3.3.3. Termination 277
4. The political choices 278

Resumen en Español 281

Nederlandse samenvatting 287

Bibliography 299
Table of cases 317
Curriculum vitae 325
### ABBREVIATIONS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC</td>
<td>Appeal Cases</td>
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<tr>
<td>All ER</td>
<td>All England Reports</td>
</tr>
<tr>
<td>App.Cas.Law</td>
<td>Reports Appeal Cases</td>
</tr>
<tr>
<td>BGB</td>
<td>Bürgerliches Gesetzbuch</td>
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<tr>
<td>BW</td>
<td>Burgerlijk Wetboek</td>
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<tr>
<td>Bull.civ.</td>
<td>Bulletin des arrêts de la cour de cassation rendus en matière civile</td>
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<tr>
<td>Cám. Civil</td>
<td>Cámara Civil</td>
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<td>CCiv. y Com.</td>
<td>Cámara Civil y Comercial</td>
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<td>CNFed. Civ. y Com.</td>
<td>Cámara Nacional de Apelaciones en lo Civil y Comercial Federal</td>
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<tr>
<td>CA</td>
<td>Cour d’appel, Court of Appeal</td>
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<td>CApel.</td>
<td>Corte de Apelaciones</td>
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<tr>
<td>Cass</td>
<td>Cassation; Cassazione</td>
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<tr>
<td>CE</td>
<td>Conseil d’État</td>
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<tr>
<td>CNCiv.</td>
<td>Cámara Nacional de Apelaciones en lo Civil de la Capital Federal</td>
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<tr>
<td>CS</td>
<td>Corte Suprema (Argentina)</td>
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<tr>
<td>CNCom</td>
<td>Cámara Nacional de Apelaciones en lo Comercial de la Capital Federal</td>
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<tr>
<td>CNEsp., Civ. y Com.</td>
<td>Cámara de Apelaciones en lo Civil y Comercial</td>
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<td>D</td>
<td>Recueil Dalloz</td>
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<tr>
<td>DCFR</td>
<td>Draft Common Frame of Reference</td>
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<td>DP</td>
<td>Dalloz Periodique</td>
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<td>Eng Rep</td>
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<td>F</td>
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<td>Abbreviation</td>
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<tr>
<td>Foro amm.</td>
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<td>Giust. civ.</td>
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<td>ICC</td>
<td>International Chamber of Commerce</td>
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<td>JCP</td>
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<td>Juzgado Nacional de Primera Instancia en lo Civil</td>
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<td>P.3d</td>
<td>Pacific Reporter, 3rd Series</td>
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<tr>
<td>PECL</td>
<td>Principles of European Contract Law</td>
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<tr>
<td>PICC</td>
<td>UNIDROIT Principles of international Commercial Contracts</td>
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<tr>
<td>Q.B.</td>
<td>Queen's Bench</td>
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<td>Q.B.D.</td>
<td>Queen's Bench Division</td>
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<tr>
<td>RDC</td>
<td>Revue des Contrats</td>
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<tr>
<td>Riv. dir. comm.</td>
<td>Rivista del Diritto Commerciale e del Diritto Generale delle Obbligazioni</td>
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<tr>
<td>RTDCiv</td>
<td>Revue trimestrielle de droit civil</td>
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<td>RDJ</td>
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