

TO

THE SCIENTIFIC JURY,

Appointed by order No. RD-38 313/03.07.2023. of the Rector of Sofia University "St. Kliment Ohridski", Sofia

for the award of the scientific and educational degree "PhD"

professional field: 3.6. Law - Civil and Family Law - Commercial Law

REVIEW

by PhD TANYA NIKOLOVA YOSIFOVA

Professor of Civil and Family Law at the Department of Private Law, UNWE

Member of the scientific jury for defence of the dissertation of

Dimitar Kurtev Demirev

on "The Contract for the Carriage of Goods by Road"

for the award of the educational and scientific degree "PhD"

in the scientific specialty "Civil and Family Law"

DISTINGUISHED MEMBERS OF THE SCIENTIFIC JURY,

I. Notes on the PhD candidate

Dimitar Kurtev Demirev was born on 16.08.1989 in the town of Varna. He graduated from the Faculty of Law of Sofia University "St. Kliment Ohridski", major in Law in 2013. From 7.07.2018 to the present moment he has been a judge at Sofia Regional Court. Since the academic year 2018/2019 she has been a visiting assistant professor in Civil Law - General Part at Sofia University "St. Kliment Ohridski". He was successively a legal assistant and a junior legal counsel in the Legal Department of a bank, as well as a junior judge in the Blagoevgrad District Court. He has participated in numerous seminars, trainings, educational programs and workshops on various topical issues in the field of private law. He is fluent in English.

Dimitar Demirev was enrolled by Order No. RD-20-982/30.05.2022 of the Rector of St. Kliment Ohridski" as a doctoral student in the independent form of study in Civil and Family Law, professional field 3.6. Law, field of higher education 3. Social, Economic and Legal Sciences at the Department of Civil and Equal Sciences of the Faculty of Law of Sofia University "St. Kliment Kliment". Kliment Ohridski" with the topic of the dissertation " The Contract for the Carriage of Goods by Road". Scientific supervisor of the PhD student is prof. Prof. Dr. Angel Kalaidjiev.

The submitted dissertation is 469 pages long with the bibliographical reference. It consists of an introduction, three chapters and a conclusion. Each of the chapters is divided into paragraphs, which in turn are divided into sub-paragraphs.

The bibliographical reference contains 75 references, of which 26 are in English, French, German, Spanish and Russian. Footnotes are provided. A list of scientific publications and a bibliography are appended, as well as a declaration of originality and reliability. The PhD candidate has four publications on the topic of the dissertation - three articles published in reputable scientific journals and one in the Internet source lex.bg.

II. Evaluation of the Scientific and Practical Results and Contributions of the Presented Dissertation

The thesis is an up-to-date comprehensive study in Bulgarian law on the contract of carriage of goods by road. The focus of the study is the carriage of goods by road under the Bulgarian law in force and in the light of the Convention on the Contract for the International Carriage of Goods by Road CMR, and the author has set himself a number of specific tasks in relation to the study.

The dissertation has the character of a complete work. The scientific methods of legal research used are: didactic, historical, comparative law. In the exposition, he presents and argues his own views, correctly conducts a scientific discussion and analyzes a considerable amount of material, including case law. The merits of the work also lie in its practical significance.

III. Scientific Contributions of the Dissertation

More specifically, the following main scientific results and contributions of the dissertation can be pointed out:

1. A historical and comparative legal analysis of the regulation of the contract of carriage of goods by road has been made;

2. The question of whether the Convention on the Contract for the International Carriage of Goods by Road (CMR) applies if the use of another mode of transport is carried out at the initiative of the carrier without being provided for in the contract is examined;

3. A detailed analysis is made of the provisions relating to cases where the consignee asserts on his own behalf before the carrier the rights arising from the contract of carriage under the CMR;

4. The liability of the carrier is characterised, including in cases of "circumstances which the carrier could not avoid and the consequences of which he was unable to prevent" in the light of the provision of Article 17, paragraph 2, subparagraph 4 CMR, and the dissertation maintains that the liability of the carrier is strict;

5. A critical analysis is made of national practice on a number of issues within the scope of the Convention:

- whether, in a claim under Article 20 CMR, there is a reserved part of the cargo and its corresponding value;

- the applicability of Article 32(1) CMR is examined, including in relation to the subrogated insurer under a cargo insurance policy in favour of the beneficiary;

- an interpretation of the provision of Article 29 CMR is proposed.

6. The legal position of the consignee of the cargo under the contract of carriage of goods by road under the Road Transport Act is examined, with a sequential consideration of the possible hypotheses (as a legitimated bearer of a bill, as a party to the contract, as a beneficiary and as a principal);

7. The provision of Article 68 of the RTA is critically analysed with regard to the term "force majeure" used.

8. The lack of specific regulation of cases of obstacles before the arrival of the cargo and obstacles at delivery is underlined.

9. The omission from the adoption of analogous rules to Article 23(5) of the Convention limiting the liability of the carrier where there is damage in case of delay in delivery, namely, not more than the cost of carriage.

- Specific proposals de lege ferenda have been made to amend and supplement the Road Transport Act (a definition of the contract of carriage by road has been drawn up, the carrier's obligations in relation to the verification of the carriage documents have been supplemented, rules have been proposed for ascertaining the state of the goods on arrival at destination, and provisions governing the extent of the carrier's liability in cases of "declared value" and "special interest" analogous to Article 24 CMR and Article 26 CMR have been proposed; special provisions have been proposed for cases of "under

IV. Critical comments and recommendations

1. The failure to include in the bibliography of the dissertation the monograph of Prof. Ivan Vladimirov's *The Contract for the International Carriage of Goods by Road*, UNWE, Sofia, published in 2013

2. Structurally, it is advisable to include the content of Chapter Two "The Convention on the Contract for the International Carriage of Goods by Road" when considering the regulation of the contract for the carriage of goods by road under domestic law.

V. Conclusion

The dissertation shows that the PhD candidate has a thorough theoretical knowledge of civil and commercial law and the ability to conduct independent research. In view of the scientific results achieved, the dissertation is of interest to both legal theory and practice.

In conclusion, I express my positive assessment that the dissertation on "The Contract for Road Carriage of Goods" submitted for defence before a scientific jury meets all the requirements of the Law on the Development of Academic Staff in the Republic of Bulgaria, the Regulations for the Application of the Law on the Development of Academic Staff in the Republic of Bulgaria for the Degree of Doctor of Philosophy, I therefore propose to Mr Dimitar Kurtev Demirev - PhD student at the Department of Civil Law, Faculty of Law, Sofia University "St. Kliment Ohridski" - to be awarded the educational and scientific degree "Doctor" in the professional field 3.6. "Law" (scientific specialty "Civil and Family Law-Commercial Law").

Sofia, 29.08.2023

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