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The Role of Civil Law in Environmental Protection: Liability, Damages, and Remedies in Czechia

Abstract

This article deals with the role of private law in environmental protection in the Czech Republic. Based on the values and principles of private law, it presents the Czech tort law system and the functions that tort law fulfils. It then discusses in detail selected special provisions regarding liability for damage, which, according to the author, are most applied in cases of environmental damage. The text also examines who is liable for environmental damage and who has the right to claim compensation. It also focuses on causation and, within this framework, identifies special types of factual causality. It also addresses issues relating to the burden of proof. This is followed by a section dealing with the manner and extent of compensation for damage and the circumstances under which the tortfeasor may be released from his obligation to pay compensation. Finally, the article assesses the effectiveness of private law in compensating for environmental damage and considers whether it would be appropriate to make various legislative changes. In particular, it concludes that while some changes to the law would be useful, environmental protection should remain primarily a matter for public law.

Keywords: Czech Republic, compensation for damage, subjective liability, strict liability, environment, fault, manner and extent of compensation for damage, circumstances excluding liability, limitations period

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1. Principles of private law, tort law system and its functions

Consideration of the role of private law in environmental protection requires attention to relevant constitutional law provisions. Specifically, Art. 11(3), third sentence, stipulates that the exercise of property rights "shall not damage human health, nature, or the environment beyond the extent specified by law." Additionally, Art. 35(3) of the Charter of Fundamental Rights and Freedoms provides that "in exercising their rights, no one may endanger or damage the environment, natural resources, biodiversity, and cultural monuments beyond the extent specified by law."

These and other provisions are then specified in statutes and other legal regulations. First and foremost, the Civil Code should be mentioned. At the same time, it should not be forgotten that environmental protection through private law is only a secondary effect, as it is not its primary objective, as Psutka[1] aptly points out, and that the role of private law in environmental protection derives from the principles on which private law is based.

In the context of environmental protection, we can mention, for example, the principle of protection of property [Section 3(2)(e)[2]] or the prohibition of abuse of rights (Section 8). In the tort law, the principle of *neminem ledere* plays an important role, one of the manifestations of which is, for example, the duty of prevention (Sections 2900 and 2901).[3] From these principles, we can deduce that they prohibit damaging the environment and that the injured party should be given protection, but only under the condition that the damaged part of the environment is also protected by civil law.

With effect from January 1, 2014, Czech tort law abandoned the system of broad general clause used in Austria and, together with the recodification of private law, adopted the German model of narrow general clauses. There are four small general clauses in the law, namely liability for interference with an absolute right (Section 2910, first sentence), for violation of a protective norm (Section 2910, second sentence), for intentional violation of good morals (Section 2909), and for breach of contract (Section 2913). Except for the latter case, these are cases of liability for fault, with negligence presumed (Section 2911).

Furthermore, the Civil Code contains special statutory provisions regarding liability for damage, whereby, in connection with environmental protection, particular reference can be made to liability for operating activities (Section 2924), for particularly hazardous operations (Section 2925), for the operation of a means of transport (Section 2927 et seq.), or for damage caused by an animal (Section 2933

1 | Psutka 2011, 30.
2 | Unless stated otherwise, reference is made to Act No. 89/2012 Coll., the Civil Code, the English version of which, albeit in its unamended form, is available online.
3 | Lavický 2022, 36.

et seq.). Various aspects of these special provisions will be examined in more detail below, as some contain specific rules concerning the proof of causation or the distribution of the burden of proof.

Special provisions regarding liability for damage are also present in other legal acts. For instance, damage caused using hunting grounds, by game and to game,[4] damage caused by selected specially protected animals,[5] or nuclear damage[6] are related to environmental protection. Particularly in the case of special provisions outside the Civil Code, the relationship to the general regulation is not always clear, as Psutka pointed out already in 2011.[7] The situation has not changed much since then.

In light of the importance of the right to compensation for environmental damage, I also consider it important to point out the functions of tort law, which include preventive and reparative (compensatory) functions.[8] The preventive function means that the right to compensation should deter potential perpetrators from causing damage, as they should be aware that they will have to compensate for it if they do.[9] The reparative function means that we should put the injured party in the position it would have been in if the tortfeasor had not committed the unlawful act or if the harmful event had not occurred.[10] Sometimes the punitive function is also mentioned. I consider the most convincing opinion to be that this function applies at most within the framework of the compensatory function, from which it results that tort law in the Czech Republic "does not have a distinctive punitive function."[11] In this concept, a sanction is not understood as a punishment but consists in the very creation of an obligation to compensate for damage.[12] Therefore, we must bear in mind that a person who has damaged the environment cannot be punished through tort law.

4 | Provisions of Section 52 et seq. of Act No. 449/2001 Coll., on hunting. For details on liability for damage caused by game, see Vomáčka & Bártů 2022, 183–200.
5 | Act No. 115/2000 Coll., on compensation for damage caused by selected specially protected animals.
6 | The Vienna Convention on Civil Liability for Nuclear Damage and the Joint Protocol relating to the Application of the Vienna Convention and the Paris Convention, promulgated under No. 133/1994 Coll., and Section 32 et seq. of Act No. 18/1997 Coll., on the peaceful use of nuclear energy and ionizing radiation (Atomic Act) and on amendments and supplements to certain acts.
7 | Psutka 2011, 390.
8 | Melzer 2018a, 7.
9 | Ruling of the Supreme Court of December 15, 2020, file no. 25 Cdo 27/2020, point 26.
10 | Psutka 2011, 10.
11 | Melzer 2018a, 7. However, the Constitutional Court admits the punitive function in the case of so-called media lawsuits, in which well-known personalities (celebrities) usually seek compensation for non-material damage caused to them, most often by the tabloid media (Ruling of the Constitutional Court of January 23, 2025, file no. I. ÚS 428/23).
12 | Ruling of the Supreme Court of December 15, 2020, file no. 25 Cdo 27/2020, point 26.

2. Significant special provisions, their classification, and the role of fault

2.1. Classification of liability

The obligation to compensate for damage may be based on various principles of attribution; the Czech Civil Code is based on fault-based liability (*Verschuldenshaftung*) pursuant to Section 2895. In this case, we sometimes refer to so-called subjective liability. However, the law may stipulate that the tortfeasor's obligation to compensate for damage arises regardless of fault. However, it does not do so explicitly, but we must reach this conclusion by interpreting the relevant provision, whereby we usually judge the nature of liability according to the reasons for which the tortfeasor may be exempt from liability.[13] If fault is absent from the prerequisites for liability, this is referred to as strict liability.[14] The most significant group of cases of strict liability is liability for endangerment (*Gefährdungshaftung*), which I will discuss in more detail, but this also includes liability for permissible interference (*Eingriffshaftung*)[15] and liability for security (*Sicherstellungshaftung*).[16]

Equitable liability is recognised in Czech law only in cases involving persons unable to assess the consequences of their acts (§ 2920 and 2921). If other conditions are met, an obligation to compensate for damage on the basis of equity may arise either to a person who is not able to assess the consequences of his acts or to a person exercising full parental responsibility over the tortfeasor, "if it is fair with regard to the property situation of the tortfeasor and victim." However, I believe this provision will be applied very rarely, especially in connection with environmental damage, and therefore, I will not discuss it in more detail.

2.1.1. Liability for fault and its degrees

In tort law, the most significant degrees of fault are simple negligence, gross negligence, and intent. The existence of simple negligence is one of the prerequisites for the obligation to compensate for damages, for example, in the case of liability for interference with an absolute right (Section 2910, first sentence) or for violation of a protective norm (Section 2910, second sentence) and is regulated by Section 2912(1). This section formulates a rebuttable presumption that the tortfeasor acts negligently if he does not act as "can be reasonably expected in private dealings from a person of average qualities," who is specified in Section 4(1). This section

13 | Melzer 2018c, 53–54.
14 | Melzer 2018a, 9.
15 | For more details on liability for permissible interference, see Koziol 2014, 515 et seq.
16 | For more details on the issue of liability for security (*Sicherstellungshaftung*), see Koziol 2019, 376–419.

establishes a rebuttable presumption that "every person having legal capacity [has] the intellect of an average individual and the ability to use it with ordinary care and caution, and anybody can reasonably expect every such person to act in that way in legal transactions." Czech tort law is therefore generally based on a subjective concept of fault. Although the above-mentioned rebuttable presumption establishing a certain standard is laid down, the law allows that the contrary may be proven.[17] However, the situation is different in the case of experts (or persons who declare themselves to be experts), where the concept of fault is based on an objective approach (Section 2912 in conjunction with Section 5). Whether these persons acted subjectively without fault is not decisive for the assessment of fault as one of the prerequisites for liability.[18] Under Czech law, the existence of fault in the form of simple negligence is presumed if the tortfeasor violates a legal duty (Section 2911).

When defining gross negligence, we can refer, for example, to Ehrenzweig's definition, according to which "these are mistakes which, given their severity or frequency, can only occur in particularly negligent or reckless individuals and, depending on the circumstances, may also suggest malicious intent."[19] Gross negligence is mentioned, for example, in Section 2898, which, among other things, prohibits agreements that, in advance, exclude or limit the tortfeasor's obligation to compensate for damage caused by gross negligence or intentionally. It is also a prerequisite for liability for non-material damage under Section 2971.

A tortfeasor acts intentionally if he knows that he can cause harmful consequences and, at the same time, wants to cause them or is at least aware of causing them.[20] Culpability in the form of intent, as one of its prerequisites, requires, for example, the emergence of liability under Section 2909 (intentional violation of good morals).

The degree of fault, therefore, plays an important role in assessing liability for damage. If this damage occurs to the environment, it will also be important in these cases to determine, for example, whether the tortfeasor acted negligently or intentionally, not only with regard to the prerequisites for liability, but also with regard to the length of the limitation period (cf. Section 636(2)).

On the borderline between subjective and strict liability are cases where the law allows the tortfeasor to be exempt from liability by proving that he exercised the objectively determined necessary care. Their significance lies in the fact that they reverse the burden of proof regarding unlawfulness and objectify the standard of care, the fulfilment of which may exempt the liable person from liability. A typical

17 | Bezouška 2014b, 1563.
18 | Pašek 2019a, 3031.
19 | "(...) handelt es sich um Versehen, die mit Rücksicht auf ihre Schwere oder Häufigkeit nur bei besonders nachlässigen oder leichtsinnigen Menschen vorkommen können und nach Umständen auch wohl die Vermutung des bösen Vorsatzes nahelegen." Quoted from: Koziol 2020, 373.
20 | Melzer 2018g, 241–242.

case relevant to compensation for environmental damage is Section 2924, which establishes the operator's liability for damage caused by operational activities. At the same time, however, it permits the operator to be released from liability "if he proves that he has exercised all care that can be reasonably requested to prevent the damage." Some classify this provision as subjective liability,[21] while others classify it as strict[22] liability.[23]

2.1.2. Strict liability and its role in environmental protection

The Czech Civil Code contains several grounds for strict liability that can be considered significant for compensating for environmental damage.

First, there is liability for damage caused by particularly hazardous operations, which can be further characterised as liability for endangerment. According to Section 2925(1), "an operation is particularly hazardous if the possibility of serious damage cannot be reasonably excluded in advance even by exercising due care." At the same time, Section 2925(3) establishes a rebuttable presumption that "(an) operation is (...) particularly hazardous if it is carried out in a factory-like manner or if explosive or similarly hazardous substances are used or handled therein." The operator's options for exempting himself from liability are very limited. He would have to prove "that the damage was externally caused by force majeure or that it was caused by the very acts of the victim or unavoidable acts of a third person."

Regarding this provision and compensation for environmental damage, it should be noted that experts have long debated whether damage to forest stands caused by acid rain resulting from the emission of sulphur oxides and nitrogen oxides is compensated under Section 2924 (liability for operation) or Section 2925 (liability for particularly hazardous operations). The case law of the Supreme Court has confirmed that thermal power plants emitting the aforementioned greenhouse gases are of a particularly hazardous nature and therefore their operators are liable for the damage caused under Section 2925.[24]

The category of liability for endangerment also includes liability for damage caused by the operation of means of transport. These pose a danger to their surroundings, for example, because of their speed and weight, which make them difficult to control, or because of their technical complexity. For example, the Supreme Court found that the danger arising from the operation of a means of transport materialised even in a case where a car caught on fire due to faulty electrical wiring

21 | Bezouška 2014c, 1603; Melzer 2018h, 452.
22 | Pašek 2019b, 3052; Vojtek 2021, 971. In accordance with this part of the literature, case law (e.g. Ruling of the Supreme Court of June 27, 2019, file no. 25 Cdo 1127/2018).
23 | However, I consider Koziol's approach to be the most appropriate, as it views the relationship between purely subjective liability and liability for endangerment without the possibility of exemption from liability as a scale, rather than as two separate sets. Koziol 1986, 51.
24 | Ruling of the Supreme Court of March 23, 2023, file no. 25 Cdo 1152/2021.

and caused a fire in the building where it was parked.[25] This also includes "damage caused by exhaust fumes produced during the combustion of fuels,"[26] the leakage of operating fluids, collisions between vehicles and animals, and vibrations or noise that may have a negative impact on animals.[27]

The operator has only limited options for avoiding liability. For this to happen, according to Section 2927(2), the cause of the damage must originate outside the operation, and the operator must prove "that he could not have prevented the damage despite having exerted all the efforts which may have been required." If the cause of the damage is a circumstance originating from the operation, the law does not permit exemption from liability under any circumstances.

An example of environmental damage for which the operator would be liable under Section 2927 is a recent accident in the Czech Republic. A train carrying benzene derailed and crashed as a result of excessive speed, contaminating the surrounding area with toxic substances. Among other things, this resulted in property damage compensable under private law.

In connection with damage caused to the environment, liability for damage caused by animals, as enshrined in Sections 2933 to 2935, cannot be overlooked. The law recognises two basic liability regimes. For animals kept as pets, there is liability for endangerment. For domestic utility animals,[28] there is liability for objective proper care.[29] There is an ongoing discussion in the Czech Republic about how to define dangerousness of an animal, which is a key condition for liability. In my view, all damage where the animal's energy contributed should be covered by endangerment liability.[30]

The animal's owner is primarily liable for the damage. It does not matter whether the owner had the animal with him at the time, entrusted it to someone else, the animal strayed or ran away, etc. (Section 2933). The owner can only be exempt from liability in the case of domestic utility animals. However, he must bear the burden of proof regarding the circumstances that "in the supervision of the animal, he did not neglect to exercise the necessary care, or that the damage would have also been incurred by exercising the necessary care" (Section 2934).

The Civil Code names as another liable person the person to whom the owner entrusted the animal. This person is liable under the regime of objective proper care, regardless of whether the animal entrusted to him was kept as a pet or a domestic utility animal. He is exempt from liability under the same conditions as the owner in the case of domestic utility animals.[31] Finally, a person who has

25 | Ruling of the Supreme Court of August 31, 2017, file no. 25 Cdo 3485/2016.
26 | Melzer 2018i, 562.
27 | Psutka 2011, 272–273.
28 | An animal that "serves its owner to pursue his profession or another gainful activity or livelihood, or if it serves a disabled person as a helper" is designated as a utility animal (Section 2934).
29 | Bártů 2025, 54.
30 | For details, see Bártů 2024, 879–891.
31 | Bártů 2025, 41–44.

arbitrarily taken an animal from its owner or from a person to whom the owner has entrusted the animal is also liable for damage caused by the animal. In such cases, joint and several liability also arises for the owner or the person to whom the animal was entrusted, unless they prove that they "could not have reasonably prevented the animal from being taken away" (Section 2935).

3. Who can sue whom – the main weakness of tort law

When it comes to compensation for environmental damage, the question of who is entitled to claim compensation and from whom cannot be overlooked.

3.1. Who is liable for the damage caused?

The obligation to pay damages may arise for a natural person, a legal entity, or the state (Section 21).[32] The Civil Code defines liable persons in different ways, depending primarily on the principle of attribution, on which the obligation to pay damages is based. In the case of fault-based liability, the person who has culpably breached a legal obligation or to whom someone else's culpable conduct is attributed (Section 2914, first sentence) is liable.

In cases involving special provisions, the Civil Code always defines the liable person for each case. In the case of liability for endangerment, the operator is typically liable for the damage caused, which may be a person different from the owner of the operation, which corresponds to this principle of attribution.[33] Under Czech law, this applies, for example, to the operator of a particularly hazardous operation (Section 2925) or the operator of a means of transport (Section 2927 et seq.). An exception is the provision on liability for damage caused by an animal, which stipulates that the owner is primarily liable (Section 2933).

3.2. Who can claim damages?

Damages may be claimed by the injured party, which, as in the case of the injuring party, may be a natural person, a legal entity, or the state. From the perspective of private law, it should be emphasised that "the injured party cannot be society as a whole, even in cases of damage of societal significance or damage that negatively affects all its members. Such a concept of the injured party is incompatible with the private (individual) nature of civil law."[34] The injured party only has the option, not the obligation, to claim damages, which follows from the principles of private law.

32 | Psutka 2011, 13.
33 | Spickhoff 2022, 462.
34 | Psutka 2011, 15.

The injured party may decide not to claim damages, and no one can force them to do so.[35] Exceptions may include cases where the injured party is the state and the law requires it to claim damages.

In order to determine who the injured party is, it is necessary to first address the definition of compensable damage under private law.

3.2.1. Material and non-material damage according to the Civil Code

The Civil Code distinguishes between material and non-material damage (Section 2894), whereby only the person who has suffered the damage may claim compensation. Non-material damage can be defined as "what the affected person reasonably perceives as personal misfortune."[36] However, this person can only be a natural or legal person, which means that non-material damage, as understood by the Civil Code, can never be damage to the environment.[37]

However, it cannot be ruled out that non-material damage (e.g. compensation for pain or impairment of social functioning) may arise as a result of environmental damage.[38] It is conceivable that part of the population will fall ill due to contamination of the territory or air pollution. If, in such a case, they seek compensation for the damage, they may indirectly contribute to environmental protection by putting pressure on polluters to stop polluting the environment.

Material damage is understood to mean damage to assets and liabilities (Section 2894(1)), with assets and liabilities being defined by the Civil Code as the totality of a person's property and debts (Section 495). Material damage may take the form of actual damage or loss of profit (Section 2952).

Actual damage is defined as "material loss expressed in money, consisting of a reduction, decrease, or other impairment of the existing assets and liabilities of the injured party, as well as the costs incurred to remedy this impairment."[39] Therefore, in order for damage caused to the environment to be compensable through private law instruments, it must be both environmental damage and damage as defined by private law. In this context, Melzer correctly observes that if no damage occurs in the civil law sense, there is no injured party, i.e. no person who

35 | In this context, reference can be made to Hungarian legislation, according to which the state may seek compensation for damages if the injured party refuses to do so. Bobvos et al. 2006, 32. For more on this topic in a broader context, see also Bándi 2020, 7–22.
36 | Melzer 2018b, 43.
37 | See the definition contained in Section 2 of Act No. 17/1992 Coll., on the environment: "The environment is everything that creates the natural conditions for the existence of organisms, including humans, and is a prerequisite for their further development. Its components include, in particular, air, water, rocks, soil, organisms, ecosystems, and energy." Similarly, Psutka states that neither human life nor health is part of the environment. Psutka 2011, 30.
38 | However, protected assets under Section 81 are not only life and health, but also, for example, the right to live in a favourable environment.
39 | Ibid.

could claim compensation for damage.[40] This would be the case, for example, with air pollution, unless it also causes a loss of value to someone's property or necessitates expenditure to remedy that loss of value. However, if acid rain caused by air pollution devalues forest stands, thereby reducing the value of the land on which the trees are located, this will constitute damage that can be compensated for by private law instruments.[41] Damage that the injured party decides not to claim or that the owner (injured party) causes to himself (e.g. contaminates his own land with asbestos) cannot be compensated through private law instruments.

Lost profits occur when the total amount of the injured party's assets and liabilities would have been higher than they actually are, had it not been for the unlawful conduct of the injuring party or the harmful event. It therefore includes situations in which the injured party's assets did not increase, as well as those in which the amount of their debts did not decrease.[42] Although in the vast majority of cases, lost profits are monetary, there are also cases of non-monetary lost profits. An example is the case of a plaintiff who claimed damages from the defendant for, among other things, the fact that, as a result of the death of bees, he did not produce as much honey as he would have produced had it not been for the defendant's unlawful conduct.[43]

In some cases of environmental damage, the legislator is aware that damage is being caused to property that is not subject to civil law (typically ownerless property). An example of this is damage caused to the game by poaching. In this case, the legislator establishes active legal standing for the user of the hunting ground to claim damages (Section 56 of the Hunting Act).[44]

3.2.2. Ecological damage under the Environmental Act

Ecological damage under the Environmental Act must be distinguished from material damage as understood by private law. According to Section 10 of the Act, "ecological damage is the loss or impairment of the natural functions of ecosystems resulting from damage to their components or disruption of internal relationships and processes as a result of human activity." This is an institute of public law, with the Environmental Act designating the state as the entitled entity (Section 27(3) of this Act), which has the obligation to claim compensation for damage. Compensation for ecological damage under the Environmental Act can be useful, for example, if someone damages their own property and at the same

40 | Melzer 2018d, 87.
41 | Srov. Psutka 2011, 167–168. Psutka's conclusions apply even though, unlike previous legislation, Czech private law, as of January 1, 2014, is based on a broad concept of a thing in the legal sense.
42 | Melzer 2018j, 932.
43 | Ruling of the Regional Court in Brno of July 22, 1969, file no. 7 Co 233/69.
44 | For details on compensation for damage caused to game, see Mitášová 2022, 101–105. See also Section 12 of Act No. 99/2004 Coll., on fish farming, the exercise of fishing rights, the fishing guard, the protection of marine fishery resources, and on amendments to certain acts (the Fisheries Act).

time causes environmental damage. This damage would not be recoverable under private law.[45]

If ecological damage occurs, Section 27(1) of the Environmental Act requires the polluter to first restore "the natural functions of the disturbed ecosystem or part thereof." If the damage cannot be compensated in this way or if it would be ineffective, the Act assumes that the polluter will compensate for the damage in another way. Only if it is not possible to compensate for the environmental damage in this way does the Act require the polluter to provide monetary compensation. The recipient of this compensation will be the state. According to the explicit wording of this provision, it is not excluded that, for example, part of the damage may be compensated by restoration to the previous state and part in money.

It may happen that material damage under the Civil Code will also constitute (partial) ecological damage within the meaning of the Environmental Act, whereby the relationship between compensation for damage under private law and compensation for ecological damage is not entirely clear, and a whole range of different situations can be imagined. Therefore, Psutka proposed an amendment in 2011 that would clarify the relationship between damages under private law and ecological damage under the Environmental Act.[46] However, the legal regulation has not yet been amended. In general, however, it cannot be ruled out that ecological damage will be compensated through private law instruments or vice versa.

3.2.3. Ecological damage according to the Act on the Prevention of Ecological Damage

Similarly, damage within the meaning of private law can be compensated, for example, by the procedure under Act No. 167/2008 Coll., on the prevention of ecological damage and its remediation and on amendments to certain acts.[47] This Act contains its own definition of environmental damage in Section 2(a), which is considerably more detailed than that in the Environmental Act. Unlike the Environmental Act, Section 21(6) defines the relationship to the general regulation of liability for damage, stating that "it shall not be applied if, as a result of the remediation of ecological damage under this Act, material damage is also compensated."

The Act on the Prevention of Ecological Damage also concerns public law, with administrative proceedings conducted by the relevant state authorities. It is worth noting, however, that proceedings are not only initiated *ex officio*. Proceedings may also be initiated by a natural person affected by ecological damage or a legal entity under private law engaged in environmental protection (Section 8(2) of the Act).

45 | Ruling of the Supreme Court of March 30, 2016, file no. 25 Cdo 2466/2014.
46 | Ibid., 41.
47 | This legal regulation transposes Directive 2004/35/EC of the European Parliament and of the Council of 21 April 2004 on environmental liability with regard to the prevention and remedying of environmental damage.

3.3. Fazit

Issues related to standing in cases involving claims for damages are the weakest point in compensating for environmental damage through private law instruments.

Private individuals can only claim compensation for environmental damage if it also constitutes damage within the meaning of civil law. Furthermore, they may decide not to claim compensation for the damage incurred, and as a rule, no one can force them to do so. However, if the damage also constitutes ecological damage within the meaning of Section 10 of the Environmental Act or Section 2(a) of the Act on the Prevention of Ecological Damage, compensation for damage within the meaning of private law could be awarded even against their will.

Non-profit organisations and public authorities play no role in civil proceedings for compensation for environmental damage, unless they themselves are injured parties within the meaning mentioned above. An exception is the right of a hunting ground user to claim compensation for damage caused to game.

4. On issues related to causality in cases of environmental damage and the burden of proof

4.1. Procedure for assessing causality

When determining causality, no special rules apply to disputes over compensation for environmental damage.[48] In these cases, too, the correct procedure should be followed in two steps. First, we must use the theory of conditionality (but-for test) to determine whether there is a natural (factual) causal link. Second, we ask whether the damage is attributable to the perpetrator (legal causal link).

4.1.1. Factual (natural) causality

In the first step, we ask whether there is a factual (natural) causal link between the cause under consideration and the resulting consequence. To determine this, we use the *conditio sine qua non rule* (referred to in English-language literature as the *but-for test*), which is applied by disregarding the cause in question and examining whether, even in such a case, the consequence would have occurred in the form in which it occurred. If so, the cause under consideration is not in fact the cause of the consequence; if not, then it is the cause.[49] An example of this is a situation where person A shoots an animal. If he had not fired the shot, the animal

48 | Psutka 2011, 113.

49 | For more details on the factual causal link, see Doležal & Doležal 2016, 60–78.

would not have died at the same time, in the same place, and in the same way, and therefore his action is considered to be the cause of its death.

4.1.2. Special types of factual causality

Although applying the theory of conditionality is not usually problematic, there are situations in which it fails. In the context of environmental damage, alternative and proportional causality can be mentioned in particular.

Cases of alternative causality occur when there are multiple potential causes, one of which was the cause of the consequence, but it is impossible to determine which one it was. The Czech Civil Code addresses these situations in Section 2915 and imposes joint and several liability on all parties involved, provided they acted unlawfully. This type of causality can be demonstrated by the following situation. Person X and person Y simultaneously shoot at an animal, which is hit by a single bullet, but it cannot be determined whether the bullet was fired from the weapon of person X or person Y. If both shooters acted unlawfully, they would be jointly and severally liable for the damage caused under Czech law.[50]

The second type of causality I consider important to mention in connection with damage caused to the environment is proportional causality. This can be defined as the imposition of liability on the wrongdoer to the extent that corresponds to the probability with which he caused the damage.[51] From the perspective of tort law, it is significant that this institute is expressly regulated for cases of damage caused by particularly hazardous operations in Section 2925(2), according to which "if circumstances clearly indicate that the operation has significantly increased the risk of damage, although it can be legitimately referred to other possible causes, a court shall order the operator to provide compensation for the damage to the extent that corresponds to the probability of the damage having been caused by the operation." Therefore, if thermal power plants X, Y, and Z are located next to each other in one area, with the first emitting 50% of all air pollutants, the second 30%, and the third 20%, and these gases cause acid rain and thus damage to forests, the court will order thermal power plant X to compensate 50%, thermal plant Y 30%, and thermal plant Z 20% of the damage caused.

4.1.3. Attributability (legal causality)

If we applied only the *conditio sine qua non* test when determining causation, we could end up with the Big Bang (the creation of the world) in the chain of causes and consequences. Therefore, we must take a second step and determine whether the damage can be attributed to the wrongdoer. Throughout history, a number of

50 | Doležal & Doležal 2016, 148.
51 | Ibid., 184–185.

theories have emerged to limit factual causality, but the prevailing view today is that both the theory of adequacy and the theory of the protective purpose of the norm should be applied simultaneously.[52] For the cause to be attributable to the tortfeasor, the consequence must be both adequate and fall within the protective purpose of the norm.

The theory of adequacy uses predictability as a criterion, which is not assessed from the perspective of the tortfeasor, but from the perspective of the so-called optimal observer. According to the Constitutional Court,[53] this is "an imaginary person who encompasses all the experience of his time." According to the Court, a causal link exists if "for (...) the optimal observer, the occurrence of damage is not highly improbable."

At the same time, the damage incurred must fall within the protective purpose of the norm, which means that the damage that the breached norm was intended to prevent must have occurred. A distinction is made between the personal, material, and modal protective purposes of the norm. Personal means that the damage was caused to a person whom the norm is intended to protect. The damage falls within the material protective purpose if it is the type of damage that the norm was intended to protect against. Finally, the damage must occur in a manner that the norm anticipates. Then the criterion of the so-called modal purpose of the norm will be fulfilled.[54]

4.2. Who bears the burden of proof?

The rules of bearing the burden of proof in civil litigation concerning compensation for environmental damage are no different from those in other cases of compensation for damage. In particular, the rule applies that "each party to the proceedings bears the burden of proof regarding the factual prerequisites of the legal norm favourable to it."[55] In some cases, rebuttable presumptions are of great importance regarding the distribution of the burden of proof, with the most significant one in the case of compensation for environmental damage under private law being the presumption of fault (Section 2911). However, except for the above-mentioned Sections 2915 and 2925(2), there are no special rules for overcoming uncertainty regarding the existence of a causal link.

It is generally pointed out that proving causation in cases of environmental damage is more complicated than in other cases and that it very often requires expert opinion, and a number of proposals have been made to address these difficulties, ranging from reversing the burden of proof, i.e. transferring it from the injured party to the wrongdoer, to the state bearing the damage, or reducing

52 | Ibid., 104.
53 | Ruling of the Constitutional Court of November 1, 2007, ref. no. I. ÚS 312/05.
54 | Pipková 2013, 879–881.
55 | Lavický 2017, 252.

the standard of proof.[56] I personally consider the latter option to be the most appropriate proposal, as it best balances the rights and obligations of the polluter and the injured party. We must also always bear in mind that the main objective of private law, and therefore also tort law, is not to compensate for damage to the environment. This objective should primarily be served by instruments of public law.

5. Manner and extent of compensation for damage

The Czech Civil Code distinguishes between two basic manners of compensation for material damage, namely restitution to the original state and monetary compensation, with preference given to restitution to the original state, which can be considered more suitable when compensating for damage caused to the environment. Monetary compensation is provided only if requested by the injured party or if restitution to the original state is not feasible (Section 2951(1)). It is not excluded that part of the damage may be compensated by restoration to its original state, and part of the damage in money. Typically, this will be the case where, even after repair, the item will not have the same value as it had before the damage.[57]

The Civil Code contains two special provisions regarding the extent of damage to be compensated. The first concerns damage caused to a thing and stipulates that "the amount of damage to a thing is determined on the basis of its usual price at the time the damage was incurred, taking into account everything which the victim must efficiently incur to restore or replace the function of the thing." (Section 2969). It is deduced from this rule that the extent of damage compensated for to a thing is determined either as the difference between the usual price before and after the damage, or as the amount of costs necessary to carry out restitution to the original state.[58] However, the second of these options may not be permissible, for example, because it would be uneconomical.[59]

An example of this is a situation repeatedly dealt with by the Supreme Court, where trees were felled unlawfully. The Supreme Court considered it impossible to restore the land to its original state under the given circumstances and therefore decided that the amount of compensation would be determined as the difference

56 | Psutka 2011, 113–117, 121–123.
57 | Ruling of the Supreme Court of October 11, 2017, file no. 25 Cdo 2782/2017.
58 | Ruling of the Supreme Court of November 25, 2020, file no. 25 Cdo 2679/2019.
59 | Ruling of the Supreme Court of May 16, 2022, file no. 25 Cdo 2651/2021. In this decision, the Supreme Court accepted, for example, that the cost of repairing a car could reach up to 130 % of its usual price before damage (the so-called *Integritätszuschlag*), even though it is generally accepted that a repair is considered uneconomical if the cost exceeds the usual price of the item before damage. For details, see the literature and case law cited therein.

between the price of the land, of which the trees were a part (Section 507), before and after the trees were felled.[60]

However, special provisions may determine the extent of the damage to be compensated differently, as exemplified by the Hunting Act. This Act regulates compensation for damage caused by game and defines both damage that is compensated (Section 52(1)(b)) and damage that is not compensated (Section 54(1) and (2)). Similarly, Section 4 of the Act on Compensation for Damage Caused by Selected Specially Protected Animals defines the damage that is compensated under this legislation.

The second provision concerns compensation for damage caused to an animal, so its significance for compensation for damage caused to the environment cannot be overestimated, and it can be found in Section 2970.[61] Its purpose is primarily to deviate from the general rule that repair is not usually reasonable if the cost of repair exceeds the value of the item before the damage. In the case of animals, all reasonable costs incurred for their treatment are reimbursed, "provided that they would be incurred by a reasonable breeder in the position of the victim", and may even significantly exceed the price of the animal. This is a manifestation of the process of dereification of animals, i.e. the fact that the Civil Code does not consider animals to be things (Section 494).[62]

The burden of proof regarding the extent of the damage incurred lies with the injured party. Particularly in cases of environmental damage, it may be proven that damage occurred, but its exact extent cannot be determined. In such a case, the court may not dismiss the action but shall apply Section 2955 and determine the extent of the damage "on the basis of a fair consideration of each circumstance."

6. The possibility of exemption from liability and circumstances excluding unlawfulness

Even if all the conditions for liability for damage are (apparently) met, circumstances may arise in which the tortfeasor is not obliged to compensate for the damage. This category includes mainly circumstances under which liability may be exempted and circumstances precluding unlawfulness.

Except in very exceptional situations, there is no maximum limit on the extent of damages that is to be compensated. An exception is, for example, Section 35 of

60 | Rulings of the Supreme Court of September 20, 2023, file no. 25 Cdo 533/2022, or of November 27, 2024, file no. 25 Cdo 1673/2024.
61 | Similar provision is also contained in public law regulations, specifically Section 28a(4) of the Animal Protection Act, according to which "the costs of treating an animal that has been abused and injured in such a way as to damage its health shall be borne by the person who caused this condition, even if they exceed the value of the animal."
62 | Pašek 2019c, 3136.

the Atomic Energy Act, which limits the license holder's liability to 8 billion CZK or 2 billion CZK.

6.1. Grounds for exemption from liability

In cases of fault-based liability, the Civil Code establishes a rebuttable presumption that negligence is presumed to exist if the injuring party has violated a statutory duty (Section 2911). This legislative construct allows the tortfeasor to be exempted from liability by proving that he was not at fault for the damage. If he bears the burden of proof, he will not be liable for damages.

In the case of certain specific grounds for liability for damage, the legislator expressly stipulates grounds for exemption from liability. In the case of liability for ordinary operational activities, for example, the tortfeasor must prove that he complied with an objectively established standard of care (Section 2924); the same applies to the owner's liability for damage caused by so-called privileged animals (Section 2934). In some cases, the grounds for exemption from liability are objective in nature. For example, in the case of particularly hazardous operations, the tortfeasor may be exempted (besides other grounds) if the damage was caused by force majeure (Section 2925). Objective reasons for exemption from liability that are independent of the tortfeasor also lead to exemption from liability in the case of contractual liability (Section 2913(2)). Force majeure can therefore play a significant role as a circumstance that leads to an exemption from liability in cases of strict liability.

6.2. Circumstances excluding unlawfulness

If unlawfulness is one of the prerequisites for liability, the tortfeasor shall not be liable for damages if he proves any of the circumstances excluding unlawfulness. Some of these are explicitly regulated by law (e.g. self-help (Section 14), self-defence (Section 2905), or necessity (Section 2906)), while others have been inferred by case law. The latter category includes, for example, situations where someone is fulfilling a legal obligation.[63]

Unlawfulness of conduct is also excluded by self-defence, which is regulated by the Civil Code in Section 2905. Self-defence is exercised by anyone "who turns away from himself or from another ongoing or imminent unlawful attack." This is based on the premise that "the right does not have to yield to injustice."[64] However, the conditions for self-defence are not met "if it is clear that, given the circumstances, the attacked person is under the threat of incurring only negligible harm, or the defence is manifestly excessive." In this case, the severity of the harm the defender

63 | Ruling of the Supreme Court of October 17, 2012, file no. 30 Cdo 701/2011.
64 | Melzer 2018c, 132.

causes the aggressor in repelling the attack is considered. This provision may apply, for example, to a situation where person X commands their dog to attack person A. However, person B, who is standing nearby, uses a legally owned weapon to kill the dog.[65] On the other hand, it would not be self-defence if the tortfeasor was picking flowers of insignificant value in someone else's garden and the wealthy owner of the garden shot him.[66]

Another circumstance that excludes unlawfulness is necessity. According to Section 2906, there is no obligation to compensate for damage to anyone "who protects himself or another from an imminent risk of harm". In cases of necessity, the principles of subsidiarity and proportionality, as expressed in the aforementioned provision, apply. According to the first principle, necessity does not apply if the person acting could have averted the danger in another way. The second principle requires that the harm caused by the person acting be smaller than the imminent harm. However, this restriction does not apply if material assets are sacrificed that would have been lost anyway. The provision on necessity does not apply to the person who caused the danger.[67]

If someone acts in necessity, he is not acting unlawfully, but this does not mean that the person whose property was sacrificed cannot claim compensation. This obligation may be based, for example, on Sections 1037–1039 concerning compensation for the restriction of ownership rights or Sections 3012–3014 regulating the use of another person's thing for the benefit of another.[68]

An example of necessity could be a situation where person A is attacked by an animal that no one has set upon him. Person A has no choice but to take a chair owned by person B and use it to chase the animal away. However, in doing so, he destroys the chair. Person A acted in necessity, i.e. not unlawfully. However, this does not mean that he will not have to compensate person B.[69]

7. Challenges and shortcomings

Private law instruments are not primarily intended to protect the environment, which is why they have their limitations and are ineffective. However, it cannot be overlooked that the Civil Code, effective since January 1, 2014, has brought about significant changes in this area. It initiated the process of dereification of animals (Sections 494 and 2970), enshrined alternative (Section 2915) and proportional causality (Section 2925), and restitution to the original state to monetary compensation for damages. However, the values and principles on which private law is

65 | Cf. Ibid.
66 | Cf. Bezouška 2014a, 1526.
67 | Hrádek 2021, 876.
68 | Melzer 2018f, 151 and 155.
69 | Ibid., 155.

based significantly limit the possibilities for compensating for damage caused to the environment through private law.[70]

I believe that the accessibility of private law actions for persons affected by environmental damage will generally be worse than in other disputes. Even with these, there are costs associated with the proceedings (in particular court fees and legal representation costs),[71] but it will also be very difficult for the injured party to bear the burden of proof regarding all the prerequisites for the obligation to compensate for damage. In disputes over compensation for environmental damage, it will generally be very difficult to prove the causal link or the extent of the damage, even though these problems are partially eliminated by legislation. High costs will also be associated with experts' opinions.

The considerations set out in the previous paragraph also apply to proving long-term environmental damage. In addition, however, it will be necessary for the injured party to claim the damage incurred in a timely manner. Claims for compensation for damage caused to the environment are subject to a limitation period, and therefore, the injured party must be cautious. If the injured party files the claim in court too late and the tortfeasor raises an objection based on the lapse of the limitation period, the court will not award compensation for the damage.

8. Future perspectives and conclusions

In my opinion, the adoption of Act No. 89/2012 Coll., the Civil Code, which enshrined the institutions mentioned in the previous chapter, represents a significant development. Case law may also play an important role if, for example, in disputes over compensation for damage caused to the environment, the courts reduce the standard of proof generally required to prove a particular fact.[72] I believe that the current situation, in which environmental protection is a domain of public law, is consistent with the values and principles on which these two main parts of the legal system are based. Although I consider environmental protection extremely important, I believe it should not be pursued primarily through private law.

However, this does not mean that I deny that it would be appropriate for the legislator to make a few changes. For example, Psutka's[73] yet unheeded proposal to clarify the relationship between special legal regulations governing compensation for environmental damage and the Civil Code, as well as between these regulations themselves, and to ensure uniform terminology in various legal regulations, could

70 | Similarly, even before the adoption of Act No. 89/2012 Coll., the Civil Code Psutka 2011, 390–392.
71 | However, it should not be overlooked that Sections 30 and 138 of Act No. 99/1969 Coll., the Code of Civil Procedure, establish the possibility of exempting a party from paying court fees and the possibility of appointing legal representation for a party at the expense of the state.
72 | See above.
73 | Psutka 2011, 390–392.

be reiterated. I also agree with his observation that the shortcomings are not so much to be found in private law regulations as in the ineffectiveness of compensation for ecological damage within the meaning of Section 10 of the Environmental Act. I believe that his opinion that it would be appropriate to consider special legal provisions concerning the limitation period for environmental damage (e.g. that the periods would be extended or that only a subjective period would run) or a change in the distribution of the burden of proof to be correct.

The existence of (compulsory) insurance should be completely irrelevant when assessing whether an obligation to compensate for damage has arisen.[74] However, it is advisable for persons who are at risk of being held liable for environmental damage to take out insurance. Environmental damage can reach extremely high amounts, which the tortfeasors will generally not be able to pay.

The Czech legal system provides for several methods of out-of-court dispute resolution. These include, for example, arbitration[75] or mediation.[76] In my opinion, mediation, in particular, could play an important role in compensating for environmental damage while saving costs for both parties to the dispute, who would avoid expensive court proceedings with an uncertain outcome. Another example is the out-of-court settlement of consumer disputes,[77] the main advantage of which for consumers is that it is free of charge, while the disadvantage is that it does not result in a binding and enforceable ruling. Very often, it is not worthwhile for consumers to go to court because of the low amounts involved (however, this shortcoming could be overcome by class action lawsuits).[78] However, the same argument does not apply to disputes over compensation for damage caused to the environment. As I have already explained above, I see shortcomings in areas other than the lack of special out-of-court proceedings for disputes over compensation for environmental damage.

74 | Lovětínský 2021, 32.
75 | Act No. 216/1994 Coll., on arbitration proceedings and the enforcement of arbitration awards.
76 | Act No. 202/2012 Coll., on mediation and on amendments to certain acts (Act on Mediation).
77 | For example, Section 20d et seq. of Act No. 634/1992 Coll., on consumer protection.
78 | Act No. 179/2024 Coll., on collective civil proceedings.

Reference list

1. Ahrens, H-J & Spickhoff A (2022) *Deliktsrecht*, C. H. Beck, München, pp. 461–470.
2. Bándi Gy (2020) Interests of Future Generations, Environmental Protection and the Fundamental Law, *International Journal of Agricultural and Environmental Law* 15(29), pp. 7–22, DOI: https://doi.org/10.21029/JAEL.2020.29.7.
3. Bártů J (2024) Nebezpečnost zvířete jako předpoklad vzniku odpovědnosti za škodu, *Právník* 163(9), pp. 879–891.
4. Bártů J (2025) *Náhrada škody způsobené zvířetem*, C. H. Beck, Praha.
5. Bezouška P (2014a) § 2905 Nutná obrana, in: Hulmák, M (ed.) *Občanský zákoník VI. Závazkové právo. Zvláštní část (§ 2055–3014),* C. H. Beck, Praha, pp. 1523–1527.
6. Bezouška P (2014b) § 2912 Požadovaná úroveň opatrnosti, in: Hulmák, M (ed.) *Občanský zákoník VI. Závazkové právo. Zvláštní část (§ 2055–3014),* C. H. Beck, Praha, pp. 1563–1564.
7. Bezouška P (2014c) § 2924 Škoda z provozní činnosti, in: Hulmák, M (ed.) *Občanský zákoník VI. Závazkové právo. Zvláštní část (§ 2055–3014),* C. H. Beck, Praha, pp. 1600–1605.
8. Bobvos P et al. (2006) The polluter pays principle in the agriculture, *Journal of Agricultural Law* 1/2006, pp. 29–54.
9. Doležal A & Doležal T (2016) *Kauzalita v civilním právu se zaměřením na medicínskoprávní spory*, Ústav státu a práva AV ČR, Praha.
10. Hrádek J (2021) § 2906 Krajní nouze, in: Švestka J, Dvořák, J & Fiala J (eds.) *Občanský zákoník. Svazek 6: (§ 2521 až 3081),* Wolters Kluwer, Praha, pp. 874–878.
11. Koziol H (1986) Bewegliches System und Gefährdungshaftung, in: Bydlinski, F et al. (eds.) *Das Bewegliche System im geltenden und künftigen Recht*, Springer-Verlag, Wien-New York, pp. 51–62.
12. Koziol H (2014) *Österreichisches Haftpflichtrecht. Band III: Gefährdungs- Produkt – und Eingriffshaftung*, Jan Sramek Verlag, Wien.
13. Koziol H (2019) Die Sicherstellungshaftung – eine weitere Spur im Haftungsrecht?, *Archiv für die civilistische Praxis* 219(3/4), pp. 376–419.
14. Koziol H (2020) *Österreichisches Haftpflichtrecht. Band I: Allgemeiner Teil*, Jan Sramek Verlag, Wien.
15. Lavický P (2017) *Důkazní břemeno v civilním řízení soudním*, Leges, Praha.
16. Lavický P (2022) § 3 Zásady soukromého práva, in: Lavický, P (ed.) *Občanský zákoník I. Obecná část (§ 1–654),* C. H. Beck, Praha, pp. 30–38.
17. Lovětínský V (2021) *Objektivní odpovědnost v českém deliktním právu*, C. H. Beck, Praha.
18. Melzer F (2018a) Úvodní výklad před § 2894, in: Melzer, F & Tégl, P (eds.) *Občanský zákoník: velký komentář. Svazek IX, § 2894–3081*, Leges, Praha, pp. 1–20.

19. Melzer F (2018b) § 2894, in: Melzer, F & Tégl, P (eds.) *Občanský zákoník: velký komentář. Svazek IX, § 2894–3081*, Leges, Praha, pp. 20–45.
20. Melzer F (2018c) § 2895, in: Melzer, F & Tégl, P (eds.) *Občanský zákoník: velký komentář. Svazek IX, § 2894–3081*, Leges, Praha, pp. 46–54.
21. Melzer F (2018d) § 2900, in: Melzer, F & Tégl, P (eds.) *Občanský zákoník: velký komentář. Svazek IX, § 2894–3081*, Leges, Praha, pp. 74–91.
22. Melzer F (2018e) § 2905, in: Melzer, F & Tégl, P (eds.) *Občanský zákoník: velký komentář. Svazek IX, § 2894–3081*, Leges, Praha, pp. 131–140.
23. Melzer F (2018f) § 2906, in: Melzer, F & Tégl, P (eds.) *Občanský zákoník: velký komentář. Svazek IX, § 2894–3081*, Leges, Praha, pp. 140–158.
24. Melzer F (2018g) Úvodní výklad před § 2909 an., in: Melzer, F & Tégl, P (eds.) *Občanský zákoník: velký komentář. Svazek IX, § 2894–3081*, Leges, Praha, pp. 167–265.
25. Melzer F (2018h) § 2924 Škoda z provozní činnosti, in: Melzer, F & Tégl, P (eds.) *Občanský zákoník: velký komentář. Svazek IX, § 2894–3081*, Leges, Praha, pp. 447–469.
26. Melzer F (2018i) § 2927 Škoda z provozu dopravních prostředků, in: Melzer, F & Tégl, P (eds.) *Občanský zákoník: velký komentář. Svazek IX, § 2894–3081*, Leges, Praha, pp. 519–611.
27. Melzer F (2018j) § 2951–2952, in: Melzer, F & Tégl, P (eds.) *Občanský zákoník: velký komentář. Svazek IX, § 2894–3081*, Leges, Praha, pp. 892–958.
28. Mitášová B (2022) Škoda způsobená pytláctvím, *Právní rozhledy* 30(3), pp. 101–105.
29. Pašek M (2019a) § 2912 Požadovaná míra obezřetnosti, in: Petrov, J, Výtisk, M & Beran, V (eds.) *Občanský zákoník*, C. H. Beck, Praha, pp. 3030–3031.
30. Pašek M (2019b) § 2924 Škoda z provozní činnosti, in: Petrov, J, Výtisk, M & Beran, V (eds.) *Občanský zákoník*, C. H. Beck, Praha, pp. 3052–3054.
31. Pašek M (2019c) § 2970 Náhrada při poranění zvířete, in: Petrov, J, Výtisk, M & Beran, V (eds.) *Občanský zákoník*, C. H. Beck, Praha, pp. 3136–3137.
32. Pipková P J (2013) Ochranný účel normy a jeho význam pro vymezení rozsahu odpovědnosti za škodu (k § 2910), *Právník* 152(9), pp. 869–882.
33. Psutka J (2011) *Odpovědnost za ekologické škody v občanském právu*, Wolters Kluwer, Praha.
34. Vojtek P (2021) § 2924 Škoda z provozní činnosti, in: Švestka, J, Dvořák, J & Fiala J (eds.) *Občanský zákoník. Svazek 6: (§ 2521 až 3081)*, Wolters Kluwer, Praha, pp. 971–976.
35. Vomáčka V & Bártů J (2022) Damage Caused by Game and its Compensation in Central European Countries: A Comparative Perspective, *Central European Journal of Comparative Law* 3(2), pp. 183–200, DOI: https://doi.org/10.47078/2022.2.183-200.