DIBATTITI

ABSTRACT. *Article 1(2) of Directive 93/13/EEC on unfair terms in consumer contracts (UCT Directive), which excludes from its scope contractual terms that reflect mandatory statutory or regulatory provisions, presents several issues and has received considerable attention in the case-law of the Court of Justice of the European Union. Starting from CJEU judgement of 30 May 2024 in case C-176/23, through a critical evaluation of the relevant literature and case-law, the present paper: (i) analyses the approach concerning the irrefutability of the presumption underlying Article 1(2) of UCT Directive emerging from CJEU judgement of 9 July 2020 (C-81/19) and upheld in case C-176/23, in order to highlight its characteristics, its place within the EU case-law on unfair terms in consumer contracts and its critical aspects in relation to the objective of ensuring a high level of consumer protection established in EU primary law; (ii) assesses the impact of the aforementioned case on the Italian transposition of Article 1(2) of UCT Directive in Article 34(3) of "Codice del consumo", identifying a possible conflict between this provision and Article 1(2) UCT Directive, with specific regard to the application of the Italian exemption to contractual terms that "implement" principles established in international conventions, and advancing some initial reflections on its consequences and the ways to overcome it.*

SAGGI

ABSTRACT. *The social and legal problems caused by the insolvent company must be analysed to find possible solutions from a constitutional point of view, especially considering the principles of environmental law.*

ABSTRACT. *The UNIDROIT Model Law on Factoring provides a unified legal framework for international factoring transactions. However, its priority rules have given rise to divergent legal outcomes when applied across different jurisdictions, particularly concerning the ranking of rights in cases involving the cross-border relocation of a transferor (Article 11) and transitional legal periods (Article 52). The original rules, which rely heavily on the order of registration, could result in the loss of priority for transferees who acquired superior rights under non-registration-based systems. The revision in 2024 introduces a mechanism of notional effective date and a rule of continuity of effect, enabling transferees who complete registration during a transitional period or upon relocation to preserve priority retroactively from the date their rights initially became effective under the prior legal regime. This reform prevents unfair competition caused by inconsistencies in registration requirements. The revision of the Model Law on Factoring aims to promote functional convergence of substantive rules and to advance conflict-of-law coordination in international factoring law toward a more functionalist orientation. This reform not only enhances legal certainty and operational feasibility but also offers a significant paradigm for the future unification of international commercial legislation.*

ABSTRACT. *The paper offers a systematic reassessment of civil liability for antitrust infringements, using the paradigm of tort under Article 2043 of the Italian Civil Code as an analytical framework for the theoretical and practical construction of private enforcement. Through an analysis of legislative and judicial developments, the*

article highlights the multi-offensive nature of antitrust violations, the structural limits of the related liability, and the resulting implications for subjective attribution, causation, and methods of quantification. The theoretical outcome is a critique of the merely compensatory logic and of the centrality traditionally assigned to individual harm in the reconstruction of the competitive balance.