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THE PLURALITY OF PERSONS IN COMMITMENTS AS A RESULT OF CAUSING DAMAGE BY AN EMPLOYEE

The article is devoted to commitments as a result of causing damage by an employee while performing job responsibilities. The author pays a lot of attention to the characteristics of such commitments, dividing them in two large groups – general and specific ones. It appears that there are the following specific characteristics of commitments as a result of causing damage by an employee. First, labor relationships, being built on such a legal basis as a labor agreement or appointment order, should take place between an employer and employee who caused some damage. Second, such damage should be caused by employee while he/she is performing responsibilities in accordance with his/her job description.

As the general rule says, in such commitments the employer is responsible for damage, being caused by his/

her employee. However, after the compensation of mentioned damage the employer becomes empowered to get necessary repayment of his/her losses from the guilty employee (the right of regress). As a result, a complicated legal construction as regressive commitment occurs. Moreover, the analyzed court practice suggests that different types of plurality of persons might take place in these commitments. For example, if there are a few employees who caused damage while performing job responsibilities, it means that in this case passive plurality of persons was formed in a commitment. On contrary, two and more persons, holding right of repayment, create active plurality of persons, while in case of mixed plurality of persons both sides of commitment are represented by two and more persons.