

The Bulgarian Approach to the Interpretation and Application of the CMR Convention

Associate Professor Diana Marinova PhD

University of National and World Economy
Faculty of Law, Sofia

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The central argument

Bulgarian courts recognise the CMR as a special mandatory regime.

Translation

Discrepancies may change the legal threshold or the available courts.

EU law

Article 31 operates alongside European judicial cooperation.

Domestic concepts

National law enters where the Convention refers to it or leaves a genuine gap.

The CMR in Bulgarian law

Domestic status

In force for Bulgaria since 18 January 1978. Part of domestic law.

Priority

Article 5(4) of the Constitution gives treaties priority over conflicting legislation.

Mandatory effect

Article 41 invalidates direct or indirect derogations, subject to Article 40.

Scope

Article 1 determines when the Convention regime applies.



Authentic texts and national translation

Text	Role in interpretation
English and French	Equally authentic under Article 51
Published Bulgarian translation	Accessible domestic text requiring comparison when wording affects the outcome

The decisive test is the Convention's context, object and purpose.

Articles 29 and 32: terminology matters

Authentic wording	Bulgarian wording discussed in the paper
“wilful misconduct” / “dol”	“измама” Literally: fraud
“default” / “faute”	“грешка” Literally: error

The assessment concerns conduct meeting the Convention threshold.

Liability limits and limitation periods

Provision	Consequence
Article 29	Loss of the benefit of exclusions and limitations of liability
Article 32(1)	One-year limitation period Three years for wilful misconduct or equivalent fault

A judgment should identify the conduct and explain the equivalence criterion.

Article 31: the omitted closing phrase

“and in no other courts or tribunals”

“et ne peut saisir que ces juridictions”

The published Bulgarian text omits the corresponding closing phrase.

The permissible range of courts remains closed under the authentic texts.



The permissible courts under Article 31

Agreement

Courts in a contracting State designated by the parties.

Defendant

Ordinary residence, principal place of business, or the relevant branch or agency.

Carriage

Place of taking over the goods or the designated place of delivery.

An agreed court does not automatically exclude the other Convention fora.

Article 31 and EU judicial cooperation

Article 71

Regulation 1215/2012 preserves conventions on particular matters.

Gjensidige

The agreed CMR forum does not acquire exclusive jurisdiction.

Recognition

Disregard of the forum clause alone does not justify refusal under the Regulation.

EU principles

Application must respect legal certainty and mutual trust.

Arbitration under Article 33

The clause must provide that the arbitral tribunal shall apply the CMR.

Article 41

The arbitration agreement must preserve the mandatory Convention regime.

Separate questions

Consent, formal validity, the Article 33 condition and arbitrability each require examination.

Contract drafting and proof of consent

Choice of court

Identify the chosen State courts precisely.

Arbitration

Expressly require the tribunal to apply the CMR.

Incorporation

Prove which terms the parties received and accepted at contract formation.

Later documents

A clause in a subsequent invoice or consignment note does not automatically prove consent.

Liability and proof in Bulgarian case law

CMR provision	Point illustrated by the paper
Articles 17–18	Carrier liability and the Convention's allocation of the burden of proof
Article 23(3)	Compensation limit based on the gross weight of the missing goods concerned

National rules may supplement the regime only within the permitted scope.

Written claims and subrogation

Written claim

Suspension continues until written rejection and return of the attached documents.

Evidence

Receipt, content, rejection and return require proof.

Lex fori

Other suspension and interruption issues remain subject to the law of the court seised.

Subrogation

Characterisation of the claim precedes selection of the limitation period.

Proposed interpretation protocol

1 Convention scope

Characterise the claim by its substance and establish the Convention's applicability.

2 Authentic texts

Compare English and French where wording may determine the result.

3 Autonomous meaning

Use the context, system, object and purpose of the Convention.

4 Internal rules

Apply the relevant CMR provision together with Article 41.

Coordination and judicial reasoning

5 EU coordination

Apply Article 71 and relevant Court of Justice case law.

6 Domestic law

Identify the express reference or genuine gap that permits its use.

7 Transparent reasons

State the decisive wording and explain the adopted Convention meaning.

Conclusions

Translation review

Priority for Articles 29, 31 and 32.

Judicial method

Authentic texts and autonomous concepts guide the analysis.

Contract practice

Clear forum clauses, provable incorporation and compliance with Article 33.

Uniform application depends on how national courts read the Convention.