

ENTRIES IN THE LAND. ACTION FOR BENEFIT TABULATED

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Abstract: *This paper addresses an issue of shares traditional land book, that of action for benefit tabulated, the result of investigation of the regulations, doctrine and jurisprudence on the land book system, based on a documentary, debuting with introductory issues such as definition, usefulness and continuing with key features, performance conditions, procedural matters: the effects of court decision.*

Action is a legal mechanism tabulated benefit, imagine the legislature to provide the specific framework for resolving conflicts arising in connection with registration of subjective rights in the land. This mechanism is generally a subsidiary because, in principle, the inclusion or deletion of an entry in the land is about non-adversarial.

Keywords: *real estate transmission, land, opposability, tabulation*

1. Action on benefit tabulated

This action ensures protection of rights in relation to the direct purchaser who disposed of, but may be directed against the third party acquirer, where the first purchaser shall ensure protection of the right to subsequent purchasers, who scored right acquired in bad faith or with free. This is sanctioned alienation or fraudulent acquisition, negating the effects of legal documents free of charge under which others have acquired interests in land in damage prior purchasers for value, or the effects of completed acts in bad faith.

Legal regulation of action for benefit tabulated defines it as "that action by the purchaser of real property right requests the court order the defendant to surrender document required for tabulation in the land and failing to have registration in the land" .*

According to later articles listed, tabulated benefit action can take many forms of manifestation, according to the quality that has not called to court as a defendant and pursued specific claim:

- article 27. (1) and (3) of Law no. 7 / 1996, republished, governing proceedings in tabular positive benefit or habitual, that is, action by the claimant called to court as a defendant, the one who was forced to move or to provide for its own use a real right on a building, to be forced to hand all the documents necessary for registration of that right, and when not teaching the required documents, the complainant may ask the court to order registration in the land.

- by showing the provisions of art. 27 para. (2) reported in para. (1) and (3) of Law no. 7 / 1996, republished, is shaping action tabulated negative benefit, that is, action by the

* art. 27 of Law no. 7 / 1996, republished, take, with some amendments, the previously required art. 22-25 of Decree-Law no. 115/1938;

claimant called to court as a defendant, the owner of a real right entered in the land, seeking its order to hand the documents necessary cancellation right respectively, and if not taught the required documents, the complainant may ask the court to order cancellation law of the land.

- article 27. (5) of Law no. 7 / 1996, republished, regulates the action against the third party acquirer benefit tabulated entered in the land.

Typically, the action is brought tabulated benefit depressed acquirer, who has not scored right in the land, as against one who was forced to move or be the real right in his favor and against the second, which has become the same alienated and who has entered such right acquired in the land, seeking an order that the first defendant to hand all the documents necessary for registration of that law and order of the second to tolerate registration law for applicant.

This action against the third party acquirer entered in the land, requires inseparable meeting the following conditions:

1. - The legal document under which benefit is claimed to be concluded before the tabulated under which the third party was included right in the land;
2. - Third party property to be acquired free of charge or, if interest for consideration, to be of bad faith.

Thus, the set exemplified by the following:

The civil action entered in court, the applicant V company, the legal representatives, to summon the defendant X, requesting that the judicial decision to be given that:

- to be noted that the plaintiff and defendant occurred promise of sale, which imposes mutual obligations to stakeholders, registered in the records of the applicant
- the applicant has paid the price negotiated under the registration of schedule
- to give a decision which to take the place of an official record of sale
- to provide tabulation of the applicant's property on 0.41 hectares of land identified as topocadastral literature made without costs.

The reasons the applicant indicated that the action between the parties occurred sale promise which imposes mutual obligations to stakeholders, recorded in the company, by which the parties have indicated their consent on the sale area referred the petition, the same date applicant while making payment price as agreed.

The price being paid and the manifestation of will is the purpose of sale, purchase that land, remains to resolve the issue of the instrument required by mandatory rules of law in matters of property, but because of age, distance to first notary office and no travel required material availability and borne notary expenses, the defendant refused a presentation to the notary office to sign the document in due legal form, its refusal to consent to having about land alienation, which was given by act under private signature.

The law relied art.1075, 1073,1077,970 ff. C.civ.

The sentence imposed in that court held the following state of affairs:

According to the CF extracts on the surface of 3700 sqm building and that 4500mp, located outside the city, are owners tabulated Y and Z, the odds of 1 / 1 part reconstituted as the Law no.18/1991.

The applicant filed under hand act entitled "Contract for sale", in which the applicant holds that the defendant sold the area of 0.41 ha of agricultural land, proof of payment of full price, acts of civil status and site plans and delimitation of the building prepared by an expert.

Welcome by the defendant stated that he agreed to allow the action, and acts of civil status made Note that the defendant is the inheritor of the deceased owner tabulated X, and the testimony given probation.

Accordingly, the evidentiary material given under art. 969 C.civ., That the legal agreements made have the force of law between the contracting parties, the court found that the Pre-Contract purchase the signature bow is valid and concluded that the price of been paid in full.

Reporting the facts withheld from the Article 27 paragraph 1 of the Act which provides that if nr.7/1996 who undertakes to release note and tabulation suitable for transfer of ownership in the land does not fulfill its obligation, the court may pass a sentence which takes into account the instrument suitable for tabulation, the applicant's action is considered to be founded was admitted accordingly.

Being a transfer of property ownership from seller to buyer under Article 20 paragraph 3 of Law nr.7/1996 court ordered as a consequence of the acceptance action OCPI-BCPI to Intabulat in the land ownership of the applicant on the property, the rate of 1 / 1 tracks, for purchase.

Then, giving efficiency gauges. Article 77 index 1 pct.6 VAT, ordered that a copy of the decision and documentation shall notify the competent fiscal authority within 30 days from the date of the final and irrevocable decision to make cuvenitelor terms.

2. Conclusions

We appreciate that correctly, as it is a transmission housing, to achieve enforceability against third parties, in consideration of fact that the immovable property is submitted subject to the law governed by law nr.7/1996 court ordered cuvenitelor entries in the land, entries consisting of tabulation for the applicant's ownership, the building that formed the subject promise sinalagmatic sale purchase.

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