

Repudiation

- 90Da8374 dated 27 March 1991 recognises repudiatory breach without giving any detailed explanation: 合同 当事人 一方 无正当理由 擅自 解除合同 的, 构成 违约, 对方当事人 有权 要求 对方 承担 违约责任, 但 应当 根据 违约 的 程度 和 损失 的 大小 予以 适当 的 赔偿。
- 93Da11821 dated 25 June 1993: Repudiatory breach was recognised on the ground of “good faith”: 合同 当事人 一方 无正当理由 擅自 解除合同 的, 构成 违约, 对方当事人 有权 要求 对方 承担 违约责任, 但 应当 根据 违约 的 程度 和 损失 的 大小 予以 适当 的 赔偿。 合同 当事人 一方 无正当理由 擅自 解除合同 的, 构成 违约, 对方当事人 有权 要求 对方 承担 违约责任, 但 应当 根据 违约 的 程度 和 损失 的 大小 予以 适当 的 赔偿。 合同 当事人 一方 无正当理由 擅自 解除合同 的, 构成 违约, 对方当事人 有权 要求 对方 承担 违约责任, 但 应当 根据 违约 的 程度 和 损失 的 大小 予以 适当 的 赔偿。
- 2004Da53173 dated 18 August 2005: If a party definitively and unequivocally expresses its intent not to perform its contractual obligation and it is thus unlikely that the contract will ever be performed voluntarily, it would constitute a repudiatory breach. In that case, on the basis of good faith principle, the other party is entitled to terminate the contract or claim damages on the ground of the repudiation. 合同 当事人 一方 无正当理由 擅自 解除合同 的, 构成 违约, 对方当事人 有权 要求 对方 承担 违约责任, 但 应当 根据 违约 的 程度 和 损失 的 大小 予以 适当 的 赔偿。 ([合同 1993. 6. 25. 号 9311821 号](#), [1997. 11. 28. 号 9730257 号](#))。

made a legal assessment of the grounds and the existence of the obligation and, as a result of his legal assessment, believed that he had no obligation and accordingly refused to perform and brought a lawsuit to dispute the obligation, **if the obligor's legal assessment is erroneous**, the non-performance of the obligor cannot – in the absence of special circumstances – be said to be without intention or negligence.” (a case where the validity of the housing redevelopment permission was contested)

- 2009Da22778, dated 25 February 2010 : the guarantor who agreed to provide performance guarantee shall be liable for its repudiatory breach if it refuses to pay on the due date even if it relied on the existence of a preliminary injunction prohibiting the payment, even if it concluded (on the basis of its legal assessment, **“which it should take at its own peril”**) that it had no obligation because the underlying contract (which was the basis of the performance guarantee) was terminated.
- 2014Da19776 (dated 15 February 2017): A telecom company refused to allow interconnection based on an erroneous belief and legal assessment that its duty to allow interconnection applies only to 2G communication service and did not apply to 3G communication service. The Court found that the telecom company's duty applies also to 3G communication service and accordingly held that the telecom company committed an “intentional” breach.
- Termination which is allowed in the event of the other party's repudiatory breach is considered to be a ‘legal’ right, as distinct from a ‘contractual’ right. As a result, the terminating party is not required to be bound by contractually stipulated requirements for exercising a contractual right of termination, such as giving an advance notice requesting rectification of the breach. In the event of the other party's repudiatory breach, the termination can be done immediately upon present notice.