



# Weinhold Legal

# Legal Update

JANUARY 2026

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## Legislative news

### Amendment to family law

On 1 January 2026, an amendment to the Civil Code and other regulations in the area of family law entered into force, which in particular changes the institute of divorce, expressly enshrines a ban on the physical punishment of children, and partially decriminalizes non-payment of maintenance.

Traditionally, divorces were divided into contested (with the causes of the breakdown of the marriage being ascertained) and uncontested (without ascertaining the causes of the breakdown of the marriage). With one exception (a situation where one spouse disputes that the breakdown has occurred), the amendment abolishes the court's obligation to ascertain the causes of the breakdown – the court will newly only determine whether the breakdown has occurred, not what led to it. Instead of an “uncontested divorce”, an official institute of an “agreed divorce” is introduced, i.e. a divorce that is possible in a situation where the spouses jointly file a petition for divorce (or it is filed by one spouse and the other joins it), the spouses unanimously declare the breakdown of the marriage, the marriage has lasted at least one year as of the date the proceedings are initiated, and the spouses have agreed on the arrangement of matters concerning the minor child, property relations, housing, and, where applicable, maintenance. The previous condition allowing an uncontested divorce only if the spouses had not lived together for at least 6 months is removed.

The law gives preference to an agreed divorce and motivates divorcing spouses to choose it also through court fees – for an agreed divorce, the court fee remains CZK 2,000, while for a “contested divorce”, which can newly be referred to as a “non-agreed divorce”, the court fee increases to CZK 5,000. If the spouses eventually reach an agreement in this case, CZK 3,000 will be refunded to them.

If the divorcing spouses have a minor child, the divorce proceedings and the proceedings regarding the situation of minor children will newly be combined into one set of proceedings. This will take place at the court in whose district the child has their residence. Furthermore, the terms exclusive, alternating, and joint care have been abolished – the court thus newly does not place the child into the care of one parent, and the child remains in the care of both parents even after the divorce. If the parents do not reach an agreement, the court will only determine to what extent each parent will exercise the care.

The amendment further expressly enshrines the long-discussed ban on corporal punishment of children, as well as a ban on degrading treatment and the infliction of mental suffering. This does not mean that such treatment of children was previously permissible – the amendment merely specifies the existing requirement that upbringing must respect the child's dignity and must not cause harm.

**Non-payment of maintenance will newly be a criminal offence only in cases where the entitled person is put at risk of destitution. Criminal liability will no longer automatically arise from failure to pay maintenance for a period longer than four months, as has been the case until now.**

### Amendment to criminal legislation

As of 1 January 2026, an extensive amendment (Act No. 270/2025 Coll.) also entered into force, which changes most criminal legislation.

One of the most fundamental changes is the possibility of imposing a financial penalty for the commission of most criminal offences, where the nature of the matter allows it. Imposing a financial penalty motivates the offender to reform through a reduction in their standard of living, which fulfils the repressive function of punishment. The possibility to impose a financial penalty in more cases may lead to a reduction in the number of prisoners in the Czech Republic, which has been alarmingly high for a long time.

It is now possible to impose a punishment of a ban on the performance of public contracts or participation in a public tender, and a punishment of a ban on receiving grants and subsidies, on natural persons as well, not only on legal persons as has been the case until now.



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Furthermore, for example, there has been the already mentioned partial decriminalisation of the criminal offence of neglect of maintenance obligations, amendments to the statutory definitions of certain drug offences, amendments to the statutory definitions of certain repeat property offences, the introduction of a new criminal offence of “misuse of identity for the production and dissemination of pornography”, and an extension of the limitation period for the criminal offence of murder.

## **Postponement of the entry into force of the Deforestation Regulation (EUDR)**

There has been a postponement of the date of application of Regulation (EU) 2023/1115 of the European Parliament and of the Council of 31 May 2023 on the making available on the Union market and the export from the Union of certain commodities and products associated with deforestation and forest degradation (hereinafter “EUDR”).

The obligations under the EUDR were originally to start applying to large and medium-sized undertakings on 30 December 2025, and to small and micro undertakings from 30 June 2026. In December 2025, the Council of the European Union adopted a revision that postponed the obligations for all economic operators to whom the EUDR applies, so that the obligations under the EUDR are to start applying to large and medium-sized undertakings on 30 December 2026, and to small and micro undertakings on 30 June 2027. At the same time, the EUDR is to be revised so as to reduce the administrative burden that the EUDR places on economic operators.

## **Case law updates**

### **“Identity theft” – can a person be legally bound by an act carried out by someone else without their knowledge and consent?**

*(Judgment of the Supreme Court of the Czech Republic, Case No. 33 Cdo 3134/2024, dated 22 October 2025)*

The claimant concluded, via distance communication, a loan agreement with a person whom she considered to be the defendant. The courts of all instances found it proven that the person who in fact took the steps to conclude the agreement was not the defendant, but another person who was serving a prison sentence together with the defendant. Nevertheless, the amount of CZK 60,000 was, on the basis of this agreement, paid directly into the defendant’s account. Under the loan agreement, the defendant was to repay to the claimant a total of CZK 157,699 in 47 monthly instalments. The defendant did not pay any instalment – instead, he distributed the amount of CZK 60,000 that he received from the claimant to various accounts in the form of smaller amounts on the instructions of third persons. The claimant sought payment from the defendant of CZK 95,313.25 plus accessories.

The court of first instance concluded that the loan agreement was absolutely invalid because the claimant did not sufficiently assess the defendant’s creditworthiness. The court assessed the amount of CZK 60,000 as unjust enrichment and ruled that the defendant was obliged to return this amount to the claimant. According to the court, the obligation to return the money was not affected by the fact that the defendant subsequently, according to the defendant’s assertion, “by mistake”, forwarded the amount to other accounts – the unjust enrichment arose already by transferring the amount to the defendant’s bank account.

The appellate court reached a similar conclusion, but with different reasoning. According to the appellate court, there was no doubt that the defendant did not negotiate the conclusion of the agreement at all – another person acted for him, impersonating him. Thus, no bilateral legal act took place and the contract did not come into existence (the fact that the claimant did not sufficiently assess creditworthiness holds, but given

that the contract did not come into existence at all, this fact is irrelevant). It also considered the amount of CZK 60,000 to be unjust enrichment and ruled that the defendant was obliged to refund this amount to the claimant. Sending the amount to other accounts on the basis of instructions from third persons was contrary to the statutory requirement to act with ordinary care and caution and therefore has no effect on the defendant’s obligation to return the amount sent by the claimant.

The defendant filed an appeal on points of law against the appellate court’s judgment. The Supreme Court stated that a situation where a “fraudster” impersonates someone else must be addressed under the provisions on representation, specifically unauthorised agency under Section 440 of the Civil Code. It considered both the appellate court’s conclusion that the contract did not come into existence and the court of first instance’s conclusion that the contract did come into existence but is invalid to be incorrect. According to the Supreme Court, the acts of an unauthorised agent (i.e. the person who actually dealt with the claimant) bind the defendant if the defendant subsequently approves them. This approval does not have to be express, but may also be implied (conclusive). According to the Supreme Court, the appellate court should have examined whether the defendant subsequently did not approve the contract when he accepted the performance, further disposed of it, and did not express a will to refuse such approval. If such approval occurred, the defendant would be regarded as a contracting party with all consequences arising therefrom (including the obligation to return the money under the contractual rules, not merely as unjust enrichment). The Supreme Court noted that even if the contract were subsequently found to be defective (invalid), after its approval (ratification), the represented person becomes a contracting party and bears the obligation to disgorge any unjust enrichment arising from performance under that contract.

It follows from the Supreme Court’s decision that misuse of personal data, without the knowledge and consent of the person concerned, to conclude a contract does not automatically mean the non-existence of the legal relationship that was intended to arise from that contract. The situation can be assessed as unauthorised agency – if the person whose identity was misused subsequently approves the act, even silently (e.g. by accepting the money and further disposing of it), that person becomes a contracting party to the contract. Such a person is bound by the contract *ex tunc*, i.e. retroactively, as if they had concluded it themselves from the outset.

### **Can a tenant transfer to a subtenant the obligation to pay charges that arise for the tenant from membership in a housing cooperative?**

*(Judgment of the Supreme Court of the Czech Republic, Case No. 26 Cdo 331/2025, dated 6 November 2025)*

On 31 July 2018, the claimants (subtenants) concluded an agreement for the sublease of an apartment with the defendant (the tenant). The subtenants undertook to pay monthly sublease rent in the amount of CZK 12,000 and, in addition, an advance payment for services connected with the use of the apartment in the amount of CZK 5,000 (increased as of 1 August 2020 to CZK 5,200). The paid advances were to be settled each year according to actual consumption. The tenant included in the settlement of services and monthly charges also items which, under Act No. 67/2013 Coll., governing certain matters related to the provision of payments connected with the use of apartments and non-residential premises in a building with apartments, as amended, do not have the character of services connected with the use of the apartment. Specifically, these were payments into the so-called repair fund and rent for the operation of the building and the cooperative (hereinafter “payments arising from membership in a housing cooperative”). The tenant did not carry out an individual settlement, but only forwarded to the subtenants the statements that were sent to him by the housing



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cooperative. The subtenants paid these amounts, but repeatedly stated that they considered the payment of charges arising from membership in a housing cooperative to be contradictory. The sublease relationship ended by the claimants' notice of termination.

The claimants filed an action with the district court and sought reimbursement of amounts they had paid beyond the scope of actual consumption of services. They considered these amounts to be unjust enrichment of the defendant, because they were payments that he, as a member of the cooperative, should have paid himself. The defendant argued that, when concluding the contract, he agreed with the claimants that they would pay all amounts prescribed by the cooperative, i.e. also the payments arising from membership in the housing cooperative (this was also confirmed by a representative of the real estate agency that brokered the sublease). The court of first instance agreed with the claimants' assertions, upheld the action, and ordered the defendant to pay the claimants the amounts that the claimants had paid for services beyond actual consumption and which it considered to be unjust enrichment. In its decision-making, the court relied primarily on the literal wording of the sublease agreement, in which these payments were described as billable advances for services.

The appellate court upheld the judgment of the court of first instance in full. The appellate court nevertheless admitted that, in the case of a sublease agreement, the parties may agree that payments into the repair fund and the costs of the cooperative's administration will be paid by the subtenant. However, such payments must be agreed as part of the sublease rent, not as billable advances for services, because they do not have the character of services within the meaning of the law. The appellate court rejected the defendant's argument that this was established practice between the parties, because the claimants repeatedly sought an explanation of the settlements and stated in relation to the payments that they considered them to be contradictory.

An appeal on points of law was filed with the Supreme Court. The Supreme Court emphasized that:

- ▶ every legal act is subject to interpretation;
- ▶ the interpretation of any legal act is decisive for its content, not for its designation;
- ▶ a legal act must be interpreted according to the intent of the acting party, which had to be or should have been known to the addressee, at the time when the expression of intent was made; and
- ▶ in a sublease relationship, unlike in a lease relationship, broad contractual freedom applies.

The Supreme Court therefore criticised the lower courts for relying only on the formal designation of the items in the contract, without attempting to interpret the parties' true intent at the time the sublease contract was concluded. Nothing prevents the parties from agreeing that the subtenant will also pay the payments arising from membership in the housing cooperative. The fact that the parties incorrectly labelled some of the agreed payments in the contract and included them among the services does not mean that the arrangement is invalid. If the subtenants agreed to pay them, such an arrangement must be regarded as valid.

The information contained in this bulletin should not be construed as an exhaustive description of the relevant issues and any possible consequences, and should not be fully relied on in any decision-making processes or treated as a substitute for specific legal advice, which would be relevant to particular circumstances. Neither Weinhold Legal, s.r.o. advokátní kancelář nor any individual lawyer listed as an author of the information accepts any responsibility for any detriment which may arise from reliance on information published here. Furthermore, it should be noted that there may be various legal opinions on some of the issues raised in this bulletin due to the ambiguity of the relevant provisions and an interpretation other than the one we give us may prevail in the future.

Please send your comments to: [Daniela.Blahova@weinholdlegal.com](mailto:Daniela.Blahova@weinholdlegal.com), or contact the person you are usually in touch with.

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