



DAN AIR is suing the lawyer who abusively requested the company's insolvency

DAN AIR is suing lawyer Claudiu-Costin Damian at the Bucharest Bar for violating professional secrecy and ethics

The 100% Romanian airline DAN AIR is suing the lawyer who abusively requested the company's insolvency and publicly transmitted this information through the media, with the aim of constraining DAN AIR. The information regarding the company's insolvency has affected the trust of the company among its commercial partners and passengers. DAN AIR is suing lawyer Claudiu-Costin Damian at the Bucharest Bar for not respecting the confidentiality clause of the legal act, and implicitly the professional secrecy, which led to the violation of the Romanian Lawyer Deontological Code.

Below are some of the abuses made by lawyer Claudiu-Costin Damian, based on which DAN AIR is suing him in court (case no. 5461/299/2024) and at the Bucharest Bar (registration no. 221515).

The claim requested in court - abusively introduced and UNDUE contractual penalty

The claim requested by lawyer Claudiu-Costin Damian in the amount of 23,000 euros represented a penalty of the legal assistance contract concluded between DAN AIR and lawyer Damian, abusively inserted by the lawyer, which prohibited DAN AIR from changing the lawyer unjustifiably, without paying this penalty.

It is against the customs and ethical code of the legal profession to introduce clauses according to which, if a client is dissatisfied with the services of a lawyer, he cannot change it without paying a penalty. In practice, through this clause, the lawyer becomes, from a symbol of the legal mechanism, a common service provider, ready to make his client pay penalties so that he can conclude a contract.

Furthermore, in this case, DAN AIR did not want to unjustifiably change its defender, but as a result of the failure to provide a complete and satisfactory defense for the client. Lawyer Damian consistently refused technical evidence provided by DAN AIR to increase the chances of success in court. Therefore, DAN AIR requested the termination of the legal assistance contract, and not just unjustified termination in which that abusive clause could have been applied.

Although he was notified of the client's request for termination, lawyer Claudiu-Costin Damian requested payment of the penalty even though we are not in the situation of unjustified waiver of legal assistance provided by lawyer Damian. DAN AIR refused to pay, and lawyer Claudiu-Costin Damian assigned this claim to the company CASTELLAR CONSTRUCT owned by his family. Some of the reasons that could have motivated lawyer Damian's decision would be, lower fees in case the money was collected by an SRL and not by a lawyer. Another reason would be for lawyer Damian not to appear on the courts' portal that he is suing his own client.

Failure to respect professional secrecy and breach of work ethics

According to Art. 11 of Law no. 51/1995 on the organization and exercise of the lawyer's profession: "The lawyer is obliged to keep professional secrecy regarding any aspect of the case entrusted to him, with the exception of cases expressly provided by law."

Also, Art. 11 of the Romanian Lawyer's Code of Conduct mentions: "(1) Professional secrecy is both a right and a professional obligation of the lawyer. The main beneficiary of professional secrecy is the lawyer's client.

However, by far, the most serious thing done by this lawyer is the breach of professional secrecy, the confidentiality of the legal assistance contract. It is well known that a lawyer keeps secret the name of the client, the object of the assistance, everything that comes out of the legal assistance contract. Thus, in the situation where lawyer Claudiu-Costin Damian assigned the claims resulting

from a legal assistance contract to the company CASTELLAR CONSTRUCT, owned by family members, he transmitted the company and the act generating the claim, so that lawyer Claudiu-Costin Damian transmitted the legal assistance contract, which leads to the violation of the obligation of confidentiality and professional secrecy.