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| **Avis de Soutenance** Madame Jennifer EXBRAYATDroit - EDSJP Toulouse Soutiendra publiquement ses travaux de thèse intitulés*La contractualisation en droit des personnes* dirigés par Monsieur Julien THERON Soutenance prévue le ***vendredi 07 décembre 2018*** à h00Lieu :   Université Toulouse 1 Capitole 2 rue du Doyen Gabriel Marty 31000 Toulouse salle des thèses **Composition du jury proposé**

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| M. Julien THERON  |   | Université Toulouse 1 Capitole |   | Directeur de thèse  |
| Mme Marie-Hélène MONSÈRIÉ-BON  |   | Université Paris II Panthéon-Assas |   | Examinateur  |
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| Mme Sandrine TISSEYRE  |   | Université Toulouse 1 Capitole |   | Examinateur  |

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| **Mots-clés :**  | Contrat, Personnes, Théorie générale,, |

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| **Résumé :**   |
| La contractualisation en droit des personnes est un phénomène complexe dont l’appréhension s’avère particulièrement délicate tant l’antinomie entre le contrat et le droit des personnes semble manifeste. Pourtant, une analyse approfondie de celui-ci révèle au contraire qu’il n’est pas qu’une douce illusion, une utopie, mais qu’il est au contraire une réalité dynamique et croissante. La contractualisation entraîne tout d’abord dans son sillage une promotion effrénée du rôle des volontés individuelles, le droit imposé ayant progressivement régressé, à tout le moins dans ses formes traditionnelles, parallèlement à l’émergence du droit négocié. Mais elle caractérise au-delà la nécessaire interaction entre les volontés subjectives et les éléments objectifs invitant à une analyse renouvelée des termes du principe de l’autonomie de la volonté et révélant au-delà la réalité contractuelle des accords. La contractualisation en droit des personnes témoigne ensuite d’une coloration anthropocentriste dès lors que le principe de dignité humaine ressort comme le vecteur transcendantal à l’aune duquel le droit objectif influe sur la dynamique contractuelle dans ce pan juridique. Il est en effet négativement le socle sur lequel s’érigent les limites opposées aux volontés individuelles afin que les principes supérieurs du droit des personnes ne soient jamais contredits, et positivement un référentiel pourvoyeur de droits en faveur du contractant vulnérable. Une telle mobilisation, irrésistible, de la dignité par le droit objectif paraît nécessairement imposer un développement des contrats en droit des personnes en marge du droit commun. Cette étude doit pourtant parvenir à la démonstration contraire, dès lors qu’aucun schisme avec le régime général n’est avéré. |
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