

On Compensation for Mental Distress for Breach of Contract in the Civil Code

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Abstract

There is precedent for compensation for mental distress for breach of contract in some European countries, and Article 996 of the Civil Code establishes the system of compensation for mental distress for breach of contract in China. However, there are controversies in the academic circles of China as to whether Article 996 of the Civil Code adopts the concurrence mode or aggregation mode of default liability and tort liability; Article 996 of the Civil Code has a narrow scope of application and cannot protect contracts whose content is the realization of mental interests; and the calculation method of compensation for mental distress for breach of contract in China is unclear. Article 996 of the Civil Code should be interpreted as a concurrence mode of default liability and tort liability; the "compensation for losses" of the default liability in the Civil Code covers both the meaning of compensation for property loss and mental distress, and compensation for mental distress for breach of contract can be introduced into the default liability, so that the non-breaching party who suffers severe mental distress due to breach of contract in a contract whose content is the realization of mental interests may claim for compensation for mental distress according to provisions of default liability, but the scope of contracts whose content is the realization of mental interests must be strictly limited; the discretionary compensation method shall be the main method of calculating the amount of compensation for mental distress for breach of contract, taking into account the classification compensation method and the maximum compensation method, and the amount must be determined on the basis of the severity of mental distress, the degree of fault of the breaching party and the level of economic development of the location of the court that accepts the lawsuit.

Keywords

Compensation for mental distress for breach of contract, Concurrence of liabilities, Default liability, Mental interests.

1. Legislative Analysis of Compensation for Mental Distress for Breach of Contract in China

Before the enactment of the Civil Code, there was no provision on whether to claim for compensation for mental distress for breach of contract. With the development of society, people's material life has been satisfied to a certain extent, and the pleasure and satisfaction of the mental world has increasingly become the object of people's attention. As a result, in the absence of clear legal provisions, the practice of claiming for protection of mental interests in the contract has gradually emerged. However, due to the "absence of law", the courts across the country have not ruled on such cases with the same standard. Article 996 of the Civil Code responds to this reality by establishing the system of compensation for mental distress for breach of contract in China.

1.1. Legislative Background

In the field of comparative law, most scholars believe that in the case of concurrence of default liability and tort liability, it is possible to claim for compensation for mental distress in default liability. Some European countries had similar provisions before the promulgation of the Civil Code of China. Article 253 of the German Civil Code provides that when rights such as the right to body and the right to health are infringed, the infringed party's request for compensation for mental distress can be remedied in a claim for breach of contract on the grounds of non-property loss. [1] Article 1149 of the French Civil Code provides that the scope of losses includes both actual loss and loss of available benefits.[2] Although this article does not explicitly state that mental distress is included in the scope of losses, since 1833, courts have used this provision as a basis for upholding claims for compensation for mental distress for breach of contract by the non-breaching party.[3]

By collecting, collating and comparing the legal provisions of various countries on compensation for mental distress for breach of contract, it can be found that the legal provisions of most developed countries and regions affirm the practice that corresponding compensation for mental distress can be requested while claiming default liability. This legislative model can not only broaden the avenues for parties to seek relief, but also improve the efficiency of the courts in handling cases. More importantly, it is conducive to enhancing the protection of mental interests of a natural person.

1.2. Analysis of the Intention of the Provision: the Debate between Liability Aggregation and Liability Concurrence

As a legal proverb goes, "The law shall not be applied without interpretation." There are two different views on the understanding of the provision of Article 996 of the Civil Code in theoretical circles of China, and the controversy focuses on whether Article 996 of the Civil Code provides for the aggregation or concurrence of default liability and tort liability.

According to the pro-liability aggregation view, Article 577 of the Civil Code limits the scope of compensation for breach of contract to "compensation for losses", [4] which is consistent with Article 107 of the former Contract Law and is a continuation of Article 107 of the former Contract Law. The "losses" in Article 107 of the former Contract Law should be limited to property loss, excluding mental distress.[5] Therefore, the default liability under the Civil Code should not include compensation for mental distress, which can only be claimed in tort liability according to Article 1183(1) of the Civil Code, and Article 996 of the Civil Code provides for the aggregation of default liability and tort liability.

The viewpoint supporting the liability concurrence holds that Article 996 of the Civil Code is premised on the concurrence of default liability and tort liability.[6,7] It provides for a special situation in which compensation for mental distress occur,[8,9] i.e., compensation for mental distress for breach of contract. Article 996 of the Civil Code is a special provision compared to the general provision on mental distress for tort in Article 1183 of the Tort Liability of the Civil Code, and should be applied in preference.[10] The purpose is to further strengthen the protection of personality rights.[11] In addition, since liability for mental distress does not naturally fall under the category of tort liability, it is reasonable to provide relief for claims for compensation for mental distress in contract disputes under the concurrence of liabilities.[12,13]

Comparatively speaking, the view of liability concurrence should be adopted. Firstly, from the perspective of semantic interpretation, Article 996 of the Civil Code does not deny the concurrence of default liability and tort liability, and the provision of "not affected" reflects the respect and continuity of concurrence of liabilities. Secondly, from the perspective of systematic interpretation, Article 186 of the Civil Code is a general provision stipulating liability concurrence. If Article 996 of the Civil Code is interpreted as the aggregation of liabilities, it will

cause a conflict of application between Article 186 and Article 996 of the Civil Code.[14] Thirdly, it is not desirable to limit the "losses" in the default liability to property losses. In practice, there have been many judgments awarding "losses" including mental distress.[15,16] This point of view will be further discussed later. What's more, under the concurrence of liabilities, the non-breaching party can claim for compensation for mental distress while requesting the breaching party to bear the liability based on breach of contract. Under the aggregation of liabilities, the non-breaching party can claim both default liability and tort liability, or claim them one after the other.[17] In comparison, liability concurrence is more conducive to avoiding litigation burden, saving judicial resources, and strengthening the protection of the non-breaching party's personality rights and mental interests. Finally, interpreting Article 996 of the Civil Code as liability aggregation means that the non-breaching party will bear the burden of proof for both default and tort, and the burden of proof on the non-breaching party will be greatly increased, and it will become more and more difficult to obtain relief for mental distress.

2. Deficiencies of Compensation for Mental Distress for Breach of Contract in China

Article 996 of the Civil Code has made a qualitative breakthrough in the system of compensation for mental distress for breach of contract in China. However, because China does not have the tradition of applying compensation for mental distress to default liability, there are shortcomings in the system of compensation for mental distress for breach of contract: firstly, the premise of the application of Article 996 of the Civil Code, which is based on the harm to the personality rights, leads to an overly narrow scope of application of compensation for mental distress for breach of contract, and contracts whose content is the realization of mental interests cannot be protected; secondly, the mental distress is abstract, and the law is not clear on the method of calculating the amount of compensation for mental distress for breach of contract, and there is no uniform set of calculation standards in practice.

2.1. Narrow Scope of Application

Although Article 996 of the Civil Code is based on the premise of concurrence of default liability and tort liability, it breaks through the limitations of the traditional liability concurrence system and enables the performing benefit and inherent benefit of the non-breaching party to be compensated, which is a manifestation of the principle of full compensation. However, according to Article 996 of the Civil Code, the application of this provision is subject to the premise of harm to personality rights, and the scope of application is too narrow, and it cannot make the non-breaching party of relevant contract fully compensated, which has limitation. The damage to mental interests can be caused by the harm to personality rights, however, the mental interests can also be damaged when personality rights are not harmed, which is common in contracts whose content is the realization of mental interests. Wedding service contract is one of the typical contracts. The wedding is unique and commemorative for the couple, and the breach of contract by the wedding service provider, such as a major accident at the wedding site or loss of wedding images, can easily cause severe mental distress to the non-breaching party. However, the non-breaching party's personality rights are not harmed, so the non-breaching party cannot request compensation for mental distress for breach of contract in accordance with Article 996 of the Civil Code. In addition to the wedding service contract, the contract for the storage of ashes is also representative. The ashes of a deceased person have great mental value to the relatives of the deceased, and if the ashes are destroyed or lost due to the breach of contract by the provider of ashes storage services, the relatives of the deceased will certainly bear great mental pain and suffering. However, in this case, the lack of harm to personality rights is an insurmountable obstacle to the application of Article 996 of the Civil Code, and the compensation for mental distress for breach of contract has been put on the shelf.

In summary, Article 996 of the Civil Code is inappropriate to make harm to personality rights a prerequisite. In a contract whose content is the realization of mental interests, the non-breaching party cannot claim for compensation for mental distress for breach of contract even if it suffers serious mental distress, and the balance between performing benefit and inherent benefit becomes empty.

2.2. Unclear Method of Calculating the Amount of Compensation

Generally speaking, the loss caused by breach of contract can be quantified in money through a relatively certain method. For example, in a lease contract, if the leased property is damaged, the lessor's losses can be determined based on the market price of the leased property, and the lessee shall bear the liability for compensation to the lessor, and the amount of compensation is the measured market price of the leased property. On the contrary, because of the abstract nature of mental distress, it is difficult to quantify mental distress in a relatively definite way, and it is difficult to achieve equivalence between mental distress and compensation amount. In judicial practice, judges do not have a specific method of calculating the amount of compensation for mental distress, and the amount of compensation for mental distress is highly subjective and arbitrary. It is difficult for judges to measure the specific amount of compensation, and even more so for the parties of contracts. The amount of compensation for mental distress requested by different parties in indictments submitted to courts can be quite different, which adds difficulties to courts' trial work.[18]

In summary, compared to the determination of the amount of compensation for breach of contract, it is quite difficult to determine the amount of compensation for mental distress for breach of contract reasonably and accurately, and a set of scientific and reasonable methods for calculating the amount of compensation for mental distress for breach of contract should be formulated at the legislative and judicial levels as soon as possible.

3. The Perfection of Compensation for Mental Distress for Breach of Contract in China

3.1. Expanding the Scope of Application of Compensation for Mental Distress for Breach of Contract

As mentioned above, the application of Article 996 of the Civil Code is based on the premise of harm to personality rights, which leads to the narrow scope of application of compensation for mental distress for breach of contract, and it is difficult for contracts whose content is the realization of mental interests to be remedied through compensation for mental distress for breach of contract. Therefore, the scope of application of compensation for mental distress for breach of contract should be expanded: firstly, to provide relief for mental distress in contracts whose content is the realization of mental interests through the Contracts of the Civil Code; secondly, the scope of contracts whose content is the realization of mental interests should be clarified to prevent the non-breaching party from abusing the lawsuit and the breaching party from having too much burden.

3.1.1. Providing Relief for Mental Distress in Contracts whose Content is the Realization of Mental Interests through the Contracts of the Civil Code

There has been a controversy in academic circles as to whether "compensation for losses", one of the ways to bear default liability, includes compensation for mental distress. The answer is provided by Article 996 of the Civil Code. Article 996 of the Civil Code establishes the system of compensation for mental distress for breach of contract, which means that if the breach of contract of the breaching party harms the personality rights of the non-breaching party and the non-breaching party thus suffers severe mental distress, the liability of the breaching party for compensation for losses includes not only compensation for property loss, but also

compensation for non-property loss, i.e., compensation for mental distress. This issue can be further explained by interpreting the relevant provisions of the Civil Code from the perspective of systematic interpretation.

Article 179 of the General Part of the Civil Code provides for eleven forms of civil liability, including "compensation for losses".[19,20,21] From the semantic interpretation, "losses" includes property loss and mental distress, which is reasonable. From the systematic interpretation, Article 179 of the General Part of the Civil Code has a general role in the entire Civil Code.[22] Therefore, it is appropriate to provide for compensation for mental distress in the general provisions on the forms of civil liability. However, among the eleven forms of civil liability listed in this article, there is no specific form of liability for mental distress, and except for "compensation for losses", none of the other ten forms of liability can cover compensation for mental distress. Therefore, the "losses" in Article 179 of the Civil Code means both property loss and mental distress. The same concept within the same legal department or even within different legal departments should maintain the same meaning as far as possible.[23] Therefore, the provisions of Article 577 and Article 584 of the Civil Code, which are both in the Contracts of the Civil Code, on the "compensation for losses" of the default liability should be consistent with Article 179, so as to maintain the consistency and scientificity of the Contracts of the Civil Code and the entire Civil Code system. In summary, "losses" in the Civil Code means both property loss and mental distress, and default liability includes liability for mental distress.

Since the default liability includes the liability for mental distress, it is reasonable to apply the provision on default liability to provide relief for mental distress in contracts whose content is the realization of mental interests. Therefore, the relevant provision of the Personality Rights, i.e., Article 996 of the Civil Code, apply to those who claim for compensation for mental distress for breach of contract due to harm to personality rights, and the relevant provision of the Contracts of the Civil Code, i.e., Article 584 of the Civil Code, apply to those who claim for compensation for mental distress for breach of contract due to contracts whose content is the realization of mental interests. Through the "double protection" of the Contracts and the Personality Rights of the Civil Code, the problem of the narrow scope of application of compensation for mental distress for breach of contract can be solved. It should be noted that the protection of the Contracts and the Personality Rights of the Civil Code is parallel. If the breach of contract by the breaching party harms the personality right of the non-breaching party and causes severe mental distress to the non-breaching party in a contract whose content is the realization of mental interests, Article 996 of the Personality Rights of the Civil Code should be applied instead of Article 584 of the Contracts of the Civil Code.

3.1.2. Clarifying the Scope of Contracts whose Content is the Realization of Mental Interests

The introduction of compensation for mental distress for breach of contract into the Contracts of the Civil Code can achieve the relief for mental distress in contracts whose content is the realization of mental interests, but if this practice is not restricted, it is likely to open the "Pandora's Box", resulting in abusive litigation by the non-breaching party and excessive burden on the breaching party. Analysis of Article 996 of the Civil Code shows that, although the legislator provides for compensation for mental distress for breach of contract, it also sets the strict applicable premise of harming the personality rights and causing severe mental distress. The legislator treats the application of compensation for mental distress for breach of contract prudently, and if it is applied without restriction, the non-breaching party will claim for compensation for mental distress whenever a lawsuit for breach of contract is involved, resulting in wantonly increase of the burden of the breaching party. In the long run, it is not conducive to the contract to play its role in stabilizing the social and economic order. Therefore, contracts whose content is the realization of mental interests should be limited to the following scope to avoid the abuse of compensation for mental distress for breach of contract.

Firstly, the contract for the purpose of pursuing mental enjoyment. Tourism contracts, event performance contracts, etc. are typical representatives of this type of contract. In this type of contract, the main purpose of a party to the contract is to pursue mental enjoyment. Therefore, when the breach of contract by the party providing the service causes the non-breaching party to lose its expectation, fail to obtain mental enjoyment and suffer a certain degree of mental distress, the law should allow the application of compensation for mental distress for breach of contract to provide relief for the non-breaching party.

Secondly, the contract whose subject matter is a specific object of personal significance of a natural person. The ashes of the deceased, the only remaining photograph, etc. are typical representatives of the subject matter of such contracts. In such contracts, the economic value of the subject matter may not be high, but for a particular person, the mental value of the subject matter far exceeds its economic value, because it realizes the separation of the relationship between the person and the material as subject and object respectively, and it shares the status of the subject with the meaning of subjectification.[24] Therefore, it is reasonable for the law to provide relief for compensation for mental distress for breach of contract in such contracts. It is worth noting that Article 1183 (2) of the Tort Liability of the Civil Code already provides for mental distress caused by the infringement of a specific object of personal significance of a natural person, is it superfluous to provide for compensation for mental distress for breach of contract for such objects? Totally not. First of all, Article 1183(2) is only applicable to the field of tort, however, in the field of contract there are many cases of mental distress caused by the breach of contract, and special treatment should be given to these cases. Secondly, in tort litigation, the injured party needs to prove the existence of subjective fault of the infringer, while in the breach of contract litigation which adopts the principle of strict liability, the non-breaching party does not need to prove the existence of subjective fault of the breaching party. Therefore, compared to tort litigation, the application of compensation for mental distress for breach of contract to such contracts is more conducive to reducing the burden of proof on the non-breaching party and strengthening the protection of the mental interests of the non-breaching party.

Thirdly, the contract that has significant meaning in life. Wedding service contract, funeral service contract, etc. are typical representatives of this type of contract. The wedding for the couple and the funeral for the relatives of the deceased are major events in their lives, which are the trust of their emotions and have great significance. In such contracts, the breach of contract of the breaching party generally does not bring damage to the personality rights of the non-breaching party, but the mental distress that the non-breaching party suffers can be huge. Therefore, it is necessary to apply compensation for mental distress for breach of contract to such contracts.

3.2. Clarifying the Calculation Method and Considerations of the Amount of Compensation for Mental Distress for Breach of Contract

In order to reduce the arbitrariness and capriciousness of the calculation of the amount of compensation for mental distress for breach of contract and to strengthen its operability, the calculation method should absorb the classification compensation method and the maximum compensation method on the basis of the discretionary compensation method, and take the severity of mental distress, the degree of fault of the breaching party and the level of economic development of the location of the court that accepts the lawsuit as necessary factors to consider.

3.2.1. Calculation Method of the Amount of Compensation for Mental Distress for Breach of Contract

There are three main methods most commonly used to calculate the amount of compensation for mental distress for breach of contract.

The first method is the classification compensation method. This method refers to first classifying the mental distress suffered by natural persons, and then estimating the amount of compensation of each category according to the degree of distress of each category, and finally the sum of the estimated amount of compensation of each category is the final amount of compensation for mental distress. The advantages of this calculation method are that the amount of compensation is relatively accurate and this calculation method can basically cover all the damaged mental interests, but the disadvantages are that the calculation is complicated and the workload is large.

The second method is the discretionary compensation method. This method refers to that the judicial authority determines the amount of compensation for mental distress by examining the specific circumstances and information of each case.[25] The advantage of this calculation method is that judges can make specific analysis in different cases, which is more flexible, but the disadvantage is that judges have more discretionary power, which may lead to judicial injustice.

The third method is the maximum compensation method. This method refers to setting a maximum amount of compensation for mental distress that cannot be exceeded.[26] The advantage of this method is that it limits the discretion of judges and is more conducive to the victim of mental distress to get a relatively fair and just judgment. The disadvantage is that it is difficult to form a uniform national standard because of the varying levels of economic development across the country.

At present, most of the judicial practice in China adopts the discretionary compensation method. In order to further limit the discretion of judges and enhance the operability of the calculation of the amount of compensation for mental distress for breach of contract, other calculation methods can be incorporated on the basis of the discretionary compensation method. Specifically speaking, the classification compensation method can be used to calculate the amount of compensation for mental distress for breach of contract based on the different disability levels of the victim, and the maximum compensation method can be used to determine the maximum amount of compensation based on the average wage of the previous year. In addition, relevant considerations should be taken into account when applying the discretionary compensation method.

3.2.2. Considerations in Calculating the Amount of Compensation for Mental Distress for Breach of Contract

On the basis of the "Interpretation of the Supreme People's Court on Problems regarding the Ascertainment of Compensation Liability for Mental Distress in Civil Torts", it can be concluded that the following factors should be considered when calculating the amount of compensation for mental distress for breach of contract.

Firstly, the severity of the mental distress. The compensation for mental distress has the functions of both compensating the victim for loss and soothing the victim's mental suffering. Therefore, the severity of the victim's mental distress should be considered in the first place. The severity of the mental distress should be proportional to the amount of compensation for mental distress for breach of contract. In determining the severity of the victim's mental distress, it should be considered in conjunction with the duration of the distress, the degree of personal injury and other factors. It is worth noting that the same event to different people may cause different mental distress. In this case, it should be analyzed on a case-by-case basis rather than generalizing.

Secondly, the degree of fault of the breaching party. The fault of the breaching party can be divided into intent and negligence, the degree of subjective malice of intent is greater than that of negligence, so the breaching party in the case of intentional fault should bear greater liability for compensation for mental distress for breach of contract, that is, larger amount of

compensation for mental distress for breach of contract. By analogy, compared to general negligence, the breaching party should pay more compensation for mental distress for breach of contract in the case of gross negligence.

Thirdly, the level of economic development of the location of the court that accepts the lawsuit. The law should be based on the level of the material development of society. China is a vast country with large differences in economic development levels between regions and varying levels of affluence among the population. Therefore, in determining the amount of compensation for mental distress for breach of contract, full consideration should be given to the level of economic development of the location of the court that accepts the lawsuit, and only in this way can compensation for mental distress for breach of contract play its proper role and value.[27] For example, when the compensation for mental distress for breach of contract is significantly lower than the average local economic level, not only the victim's mental distress may not be soothed, but also the law cannot play its deterrent and preventive role. When the compensation for mental distress for breach of contract is significantly higher than the average local economic level, the cost of breach of contract borne by the breaching party is too great, resulting in the inability of the breaching party to fulfill its compensation obligations.

4. Conclusion

Article 996 of the Civil Code establishes the system of compensation for mental distress for breach of contract in China, which adopts a concurrence mode of default liability and tort liability. If the personality rights of a party are harmed by the other party's breach of contract and the injured party thus suffers severe mental distress, the injured party can claim for compensation for mental distress while requesting the other party to bear liability based on breach of contract. As for the problem that the scope of application of Article 996 of the Civil Code is narrow due to the premise of the harm to personality rights, and that it is hard to apply Article 996 to provide relief for contracts whose content is the realization of mental interests, it can be solved by first clarifying that the "compensation for losses" of the default liability includes both property loss and mental distress, and then applying the provision of the Contracts of the Civil Code to those who claim for compensation for mental distress for breach of contract due to contracts whose content is the realization of mental interests. It should be noted that the scope of the contract whose content is the realization of mental interests should be strictly limited to prevent the non-breaching party from abusing the lawsuit and the breaching party from having too much burden. For the problem of unclear method of calculating the amount of compensation for mental distress for breach of contract, on the one hand, it should be based on the discretionary compensation method, while taking the advantage of the classification compensation method and the maximum compensation method; on the other hand, it can learn from the provisions of the tort field on the calculation of the amount of compensation for mental distress, and realize the prudent determination of the amount of compensation for mental distress for breach of contract by considering the severity of mental distress, the degree of fault of the breaching party and the level of economic development of the location of the court that accepts the lawsuit.

References

- [1] W.Z. Chen: German Civil Code (Fourth Edition), (Beijing Law Publishing House, China 2015), p. 88.
- [2] H. P. Li, C.Y. Wu and M.G. Sun: The Napoleonic Code (French Civil Code), (The Commercial Press, China 1979), p. 176.
- [3] S.X. Zeng: Principles of Damages Law, (China University of Political Science and Law Press, China 2001), p. 321.

- [4] S. Chen and H.F. Xie: Commentary on the Civil Code: the Personality Rights of the Civil Code, (China Legal Publishing House, China 2020), p. 51.
- [5] J.W. Liu: Exploring the Legislative Issue of Compensation for Mental Distress for Breach of Contract-Taking Article 779 of the Subparts of the Civil Code (Draft), Jinan Journal (Philosophy and Social Science Edition), Vol. 41 (2019) No.7, p. 58.
- [6] W. Huang, et al: Interpretation of the Personality Rights of the Civil Code of the People's Republic of China, (Beijing Law Publishing House, China 2020), p. 1823-1825.
- [7] L.M. Wang: The Legislative Highlights, Features and Application of the Personality Rights of the Civil Code, Journal of Law Application, No. 17(2020), p. 17.
- [8] Leading Group of the Supreme People's Court for the Implementation of the Civil Code: Understanding and Application of the Personality Rights of the Civil Code of the People's Republic of China, (People's Court Publishing House, China 2020), p. 80-83.
- [9] L.M. Wang: Commentary on the Civil Code of China (the Personality Rights of the Civil Code), (People's Court Publishing House, China 2021), p. 106-113.
- [10] L.X. Yang: Interpretation and Case Commentary of the Civil Code of the People's Republic of China: the Personality Rights of the Civil Code, (China Legal Publishing House, China 2020), p. 41.
- [11] Z.J. Wang: Characteristics, Interpretation and Application of Chinese Civil Law, Journal of Law Application, No. 13(2020), p. 8.
- [12] J.Y. Cui: Compensation for Mental Distress is by No Means Unique to Tort Law, Law Science Magazine, Vol. 33(2012) NO.8, p. 27-28.
- [13] L.X. Yang: The Innovative Development of Personality Rights Legislation in the Civil Code of China, Studies in Law and Business, Vol. 37(2020) No.4, p. 25.
- [14] X.X. Liu and C.L. Zheng: The Application Dilemma of the Compensation for Mental Distress for Breach of Contract and Its Solution from the Perspective of the Civil Code, Contemporary Law Review, Vol. 36(2022) No.3, p. 91-99.
- [15] Information on <http://www.110.com/ziliao/article-57538.html>
- [16] Information on <http://jxqfy.hncourt.gov.cn/public/detail.php?id=15>
- [17] Professional Committee of Civil Trial Theory of China Trial Theory Research Association: Understanding and Judicial Application of the Provisions of the Personality Rights of the Civil Code, (Beijing Law Publishing House, China 2020), p. 61-63.
- [18] M.M. Jia: Research on Judicial Application of Compensation for Mental Distress for Breach of Contract (Master, Southwest University of Political Science & Law, China 2021), p. 13.
- [19] X.B. Yang: A Chinese-style Construction of the Compensation for Mental Distress for Breach of Contract, Contemporary Law Review, Vol. 31(2017) No. 1, p. 119.
- [20] Z.H. Long: Compensation for Mental Distress in Default Liability, Political Science and Law, No. 1(2006), p. 82.
- [21] X.X. Liu: On Compensation for Mental Distress for Breach of Contract, Law Science Magazine, Vol. 42(2021) No.6, p. 136.
- [22] G.Q. Li: The Evolutionary Logic and Systematic Interpretation Basis of the Civil Liability System of the Civil Code, Contemporary Law Review, Vol. 35(2021) No.6, p. 69.
- [23] L.M. Wang and Y.G. Wang: Readings in Legal Hermeneutics, (Jiangsu People's Publishing House, China 2016), p. 66.
- [24] P.A. Chang: On the Relationship between Compensation for Material Damage and Mental Distress -A Functionalist Interpretation, Science of Law, No.1(2005), p. 22-27.
- [25] Y. Huang: The Discretionary Amount of Damages: Based on the Consideration of Litigation Fairness, Legal Forum, Vol. 27(2012) No.4, p. 146-153.
- [26] Z.J. Wang: Studies in Civil Law Doctrine and Jurisprudence (Book II), (Peking University Press, China 2009), p. 185.
- [27] F. Chen: Several Issues on the Recognition and Compensation of Mental Distress for Breach of Contract, Theory Journal, No.2(2011), p. 96.