TRANSACTIONS IN THE CIVIL LEGISLATION OF THE REPUBLIC OF UZBEKISTAN

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Abstract: The paper considers the concept, essence and classification of transactions in the civil legislation of the Republic of Uzbekistan. Their role in regulating civil law relations, their importance in ensuring legal certainty and economic stability are revealed. The impact of digitalization and modern technologies on the forms of transactions and the expression of the will of the parties is noted.

Keywords: transaction, legal fact, expression of will, legal personality, validity of the transaction, form of the transaction, content of the transaction, parties to the transaction, terms of the transaction, classification of transactions, unilateral transactions, bilateral transactions, multilateral transactions, return transactions, free transactions, consensual transactions, real transactions, conditional transactions, unconditional transactions, public transactions, business transactions, causal transactions, abstract transactions,

Transactions are a fundamental element of civil turnover, through which the legal personality of the participants is realized, property is transferred, obligations are fixed and economic cooperation between citizens and organizations is ensured. It is transactions that reflect the real dynamics of civil law relations, turning the norms of legislation into a practical tool for regulating private interests

The development of digital technologies has significantly transformed the content of transactions, changing not only the form of their conclusion, but also the very understanding of the legal will of the parties. Electronic documents, digital signature and remote ways of expressing the consent of the parties are becoming an integral part of modern civil circulation, creating new forms of legal interactions that were previously impossible in the traditional system.

The institution of transactions remains of key importance for the sustainability of civil law, since it is through it that the predictability of property relations, the protection of bona fide participants and the balance of private interests are ensured. The transaction acts as a guarantor of legal certainty and economic freedom, which is especially important for the rule of law based on the principles of the market economy.

Modern transformations of the legislation of the Republic of Uzbekistan demonstrate the need to rethink traditional approaches to transaction regulation. New forms of economic relations, digitalization and globalization of civil circulation require from science and practice an updated

view of the institution of transactions - as a dynamic legal mechanism that provides flexibility and adaptability of civil legislation in a rapidly changing world.

A transaction is a volitional action of citizens or legal entities aimed at establishing, changing or terminating civil rights and obligations. In other words, a transaction is a legal act by which subjects express their will to achieve certain legal consequences. The transaction is a lawful action. Legality means that the transaction is made in accordance with the requirements of the law and has the qualities of a legal fact that generates the legal consequences that the parties want and which are determined by law for this transaction.[1] The main element of the transaction is the conscious will of the person, which determines the emergence, change or termination of rights and obligations. Without such expression of will, the legal consequences of the transaction do not occur.

The legal nature of the transaction is that it is a legal fact that produces civil law consequences. Unlike other legal facts, such as events that occur regardless of the will of the participants, the transaction requires active participation of a person and a conscious expression of his will. This is what makes transactions the main way to regulate civil legal relations, allowing subjects to independently determine the content and scope of their rights and obligations.

Transactions occupy an important place in the civil law system of the Republic of Uzbekistan, being one of the key instruments of legal regulation of property and personal non-property relations. It is through them that the principle of freedom of contract is realized, which implies the independence of the participants in civil circulation in the formation of their rights and obligations. By making transactions, subjects of civil law enter into economic and legal relations, forming the legal basis of private legal circulation.

Considering transactions as a socio-legal phenomenon, it should be noted that they are not just the actions of the participants in the turnover, but the result of their conscious expression of will aimed at achieving specific legal consequences. The transaction is an expression of the will of the subject, which has legal significance, and this is what gives it a special role in the mechanism of civil law regulation. Statements of will or legal transactions should be understood as those legal facts that are not only free actions, but at the same time the will of the acting person is aimed at the emergence or termination of a legal relationship.[2]

In the civil law of the Republic of Uzbekistan, great importance is attached to the issue of the form and conditions of transactions. The legislation defines the mandatory requirements that ensure their validity and legal force. These requirements relate to form, content, compliance with the law and integrity of participants. Compliance with the established standards guarantees the protection of the interests of the parties and contributes to the sustainability of civil circulation.

[1] Shablova, E. City Civil law: textbook / E. City Shablova, O. Chew-nyak ; under the general editor. Doctor of Law, Prof. E. City Shablovoy. - Yekaterinburg : Publishing of the Ural University, 2015. p51

[2] The importance of will and expression of will in the transaction of Yu.A. Popov. Kuban State University, Krasnodar

The legislative regulation of transactions in the Republic of Uzbekistan is presented in the Civil Code[3], which contains norms on the forms, types and conditions of their validity, as well as the consequences of non-compliance with these requirements. These norms serve as a guarantee of legal certainty and protection of turnover participants, ensuring the stability of civil law relations.

The classification of transactions is one of the fundamental directions of the study of the civil law institution of transactions, since it is the systemic differentiation of their types that allows to further reveal the legal nature, content and features of legal regulation. To qualify the transaction, it is necessary to take into account that the transaction is an expression of will aimed at establishing, changing or terminating civil rights and obligations.[4] In the civil law of the Republic of Uzbekistan, the classification of transactions is not only theoretical, but also practical: it serves as the basis for the correct determination of the rights and obligations of the parties, the procedure for their execution, as well as the legal consequences of the violation or invalidity of the transaction.

Depending on the nature of the expression of will and the number of participants, transactions are divided into unilateral, bilateral and multilateral. A unilateral transaction is made by the expression of the will of one person, for example, the issuance of a power of attorney or the drawing up of a will. Its validity does not require the consent of the other party, but in some cases such transactions may create obligations for third parties only with their consent. Bilateral and multilateral transactions, on the contrary, are based on the harmonization of the will of two or more participants. A bilateral transaction generates a legal result only if there is a purposeful expression of will of two parties pursuing their own legal goals.[5] A multilateral transaction requires a coinciding expression of the will of three or more parties.[6] It includes a constituent agreement on the establishment of an economic partnership.

According to the nature of the distribution of property interests, there are reciprocal and non-reimbursable transactions. A contractual transaction is considered to be a transaction in which the fulfilment of one party is due to the reciprocal provision of the other party, for example, a contract of sale or lease. Gratuitous transactions do not involve counter-satisfaction - for example, a gift agreement. The Uzbek civil law doctrine emphasizes that the reciprocity of the transaction serves as the main criterion for determining the economic balance of the parties and the legal nature of the obligation.

At the time of the emergence of rights and obligations, transactions are divided into consensual and real. A consensus transaction is considered concluded from the moment the parties reach an agreement on all essential terms. One agreement will not be enough to make a real deal. The transfer of the item is also required. Only when both facts take place - an agreement has been reached and the transfer of the thing has been carried out, the transaction can be considered

[3] Civil Code of the Republic of Uzbekistan of August 29, 1996 № 257-I (as amended as of 2024) // National database of legislation of the Republic of Uzbekistan

[4] Classification of transactions by type and form /L. Shteynikova. - Text: direct // Young scientist.-2023.- № 5 (452). - P. 145-149

[5] Popovich, M. M.- Transactions in private law: textbook / M. Min Popovich, Yu. A. Umerenko

[6] Moscow State Law University named after O.E. Kutafina is a subject of civil law. 14.12.2022

concluded. In other words, in real transactions, the rights and obligations of the parties arise from the moment of transfer of the thing.[7]

Depending on the influence of conditions on the occurrence or termination of legal consequences, conditional and unconditional transactions are distinguished. A conditional transaction provides that the occurrence or termination of its validity depends on a certain circumstance, for which it is not known whether it will occur or not. The condition of the transaction can be not only an event, but also the actions of people. This allows the parties to influence the occurrence or non-use of a condition.[8] They can be delaying and cancelling. If the legal consequences of the transaction occur regardless of any circumstances, it is unconditional. Such a distinction is of great practical importance for the qualification of contracts and the determination of the timing of obligations.

Public and business transactions with special features and a legal regime deserve special attention. Public transactions are aimed at satisfying the interests of an indefinite circle of persons, in connection with which their conditions are determined by law or other regulations, and not by the free expression of the will of the parties. An example is contracts of retail purchase and sale, passenger transportation, banking services to the population. Business transactions are carried out by business entities for the purpose of making a profit and are characterized by an increased degree of responsibility of the parties, as well as the application of special norms of civil and economic legislation.
There are also such types of transactions as commutative and aleatory.

Commutative transactions are agreements in which the scope of rights and obligations of the parties is known and determined in advance. The parties know exactly what they receive and what they provide, for example, in purchase and sale or lease agreements. Aleatory transactions are based on risk and uncertainty: their consequences depend on future circumstances unknown at the conclusion of the transaction. These include insurance, rent, and lifetime contracts. The impossibility of their determination is due to the essence and nature of the transactions, since the amount of mutual provisions depends on events for which the parties do not know whether they will occur or not, or the moment of their occurrence is unknown.[9] For example, the number of aleatory transactions includes an insurance contract.

There is a key subdivision in terms of the degree of validity of transactions - causal and abstract. A causal transaction is a transaction in which its legal basis is clearly traceable, that is, the purpose for which it is committed. Most transactions are causal, and their goal should be achievable and not violate the law. If the legal basis goes beyond the law or is unenforceable, the transaction becomes invalid.[10]

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[7] Civil Law - Nuriddin Shermatov, Edited by Doctor of Law, Prof. (Prof. Ph.D, D.Sc), N.F.Imomov, Ministry of Justice of the Republic of Uzbekistan Tashkent State Law University, Tashkent, 2024
[8] Inoyatova, S.F. Conducting civil law [Text]: textbook Sohiba Fazilovna Inoyatova. - Tashkent: Publishing of TGUU, 202 - 103 p
[9] Civil law: Textbook. In 2 t. / Edited by B.M. Gongalo. Vol 1. 2nd ed. rework. and add. - Moscow: Statute, 2017. - p254
[10] Baranov D. S. The concept and types of transactions in civil law: final qualification work (bachelor's degree). Russian State Hydrometeorological University. - Scientific Director: Candidate of Historical Sciences

The form of the transaction is a legally established way of expressing the will of the participants aimed at establishing, changing or terminating civil rights and obligations, and performs the most important function of ensuring legal certainty, evidence and protecting the interests of the parties. It allows you to fix the content of the transaction, determine the limits of the liability of participants and prevent possible legal disputes. Transactions can be made both orally and in writing. The oral form is used in cases where the law or agreement of the parties does not require written registration, as well as in transactions executed directly at the time of their conclusion. A transaction that can be made orally is also considered perfect in the absence of verbal expression of will, if it is made by conclusive actions, i.e. the behavior of the person from whom his will to make a transaction appears.[11] The written form, in turn, is used for transactions that are significant in content and consequences, and provides the possibility of documenting the terms of the agreement, which is especially important in the case of litigation or disputes between the parties.

In some situations, the law provides for mandatory notarization or state registration of the transaction. Notarization, for example, when making real estate transactions or marriage contracts, allows you to confirm the identity of the parties, their legal capacity and the legality of the content of the agreement, and state registration ensures the publicity and protection of the rights arising from the transaction, protecting the participants from possible encroachments by third parties. Failure to comply with the established form of the transaction may result in its invalidity, but the legislation allows the possibility of recognizing the transaction as valid in cases where

The invalidity of transactions is an important institution of civil law aimed at protecting the participants in turnover and ensuring the legality of legal actions. The transaction is recognized as invalid if it violates the requirements of the law. The invalidity of the transaction occurs if any of the conditions of its validity are violated: there are vices of the subject composition, will or expression of will, content, and in cases provided for by law or agreement of the parties - form.[12] There are insignificant and disputed transactions. Vault transactions are invalid from the moment of conclusion and do not require going to the court, they include transactions that are contrary to the law, public order or committed by incompetent persons. Disputed transactions remain valid until they are declared invalid by the court and can be challenged in the presence of error, deception, threats or abuse of trust.

Judicial practice shows that invalidation of transactions is aimed at protecting the rights of bona fide participants and preventing abuse, ensuring the stability of civil turnover. The consequences of invalidity include restitution, that is, restoration of the original state of the parties: return of things, funds or compensation for their cost. In the case of disputed transactions, the court shall take into account the good faith of the participants and other circumstances affecting a fair settlement.

Modern trends in the legal regulation of transactions are largely determined by the development of the digital economy, which radically changes traditional civil turnover. Electronic transactions, the use of electronic digital signature and specialized platforms allow to speed up the conclusion of contracts, increase the availability of legally significant actions and reduce

Arapov S. V. - St. Petersburg, 2024. - 10 p.

[11] Rakhmankulov H. R Civil law. General part: Textbook. - Tashkent: TSUL, 2010. - 381p

[12] Civil law: Textbook. In 2 t. / Edited by B.M. Gongalo. Vol 1. 2nd ed. rework. and add. - Moscow: Statute, 2017. – p262

administrative barriers for trading participants, including individuals and legal entities located in different regions or countries. At the same time, digitalization poses new challenges for the legislation related to ensuring the reliability and safety of electronic documents, the legal force of transactions, as well as protecting participants from abuse, fraud and technical risks. Along with digital changes, traditional law enforcement problems, such as errors, misconceptions, deception and unfair behavior of the parties, remain relevant. Judicial practice shows that the assessment of the integrity of the parties to the transaction, the establishment of factual circumstances and the determination of the degree of legal liability remain complex issues. These problems require a precise balance between the protection of the rights of participants and the maintenance of the stability of civil circulation, as well as the improvement of dispute resolution mechanisms.

In Uzbekistan, special attention is paid to the development of civil legislation in the context of digitalization. Legislators seek to adapt the rules to new realities, clarify the rules for electronic turnover, ensure the protection of bona fide participants in transactions and create effective mechanisms for resolving disputes arising from transactions in the digital environment. Thus, modern regulation of transactions requires a harmonious combination of traditional legal principles with innovative approaches, which allows to ensure legal certainty, protection of participants and dynamic development of civil turnover in the digital economy.

According to the results of the study, it was found that the institution of civil transactions is a key mechanism for regulating property and other legal relations, ensuring legal certainty, protection of the rights of participants and stability of civil turnover. The analysis of the norms on the form, procedure for concluding and invalidity of transactions, as well as modern trends in digitalization, confirms the need to combine traditional principles of civil law with modern legal instruments.

To improve regulation, it is important to clarify the rules on electronic transactions and qualified electronic signatures, strengthen the protection of bona fide participants, improve restitution mechanisms and unify judicial practice. Thus, the institution of civil transactions remains of key importance for the sustainability of civil circulation, protection of the rights of participants and increasing confidence in the legal system.

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