



Contractual Concepts in the Civil Code of The Republic of Uzbekistan and and Their Implementation in Electronic Contracts for E-Commerce

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ABSTRACT

This article examines the concepts and types of contracts in the Civil Code of the Republic of Uzbekistan, forms of contracts, negotiation of acceptance and offer in traditional contracts and electronic documents, the main conditions for concluding contracts and the interpretation of these articles for electronic contracts. The article also noted the composition of the agreement based on the country's legislative acts.

Keywords:

online trade, e-commerce, acts and norms, legal capacity, form of transaction, obligations of the parties to the transaction, conclusion and execution of the contract, forms of contracts

The development of legal relations in the era of globalization contributed to the improvement of legal systems, creating more favorable conditions for the subjects of legal relations, which are enshrined in the laws and regulations of each country. According to the Civil Code of the Republic of Uzbekistan, contracts are divided into such types as: bilateral, multilateral, paid, gratuitous, accession agreement, agreement in favor of a third party, public and preliminary agreement. Under the bilateral and multilateral categories of the agreement is meant the number of persons who participated in the signing of the agreement. It should be noted that these persons can be both legal and natural persons. The most common example of a bilateral transaction is a contract between an employer and an employee, or a contract of sale in e-commerce or traditional commerce. In this case, party "A" is obliged to transfer to party "B" a certain product at the time specified in the transaction. In case of violation of the

obligations of one party or failure to fulfill the signed conditions, the party whose rights have been violated may claim compensation or refuse to fulfill its obligations by terminating the contract. When a third party appears in the process of these relations, the bilateral agreement becomes multilateral.

Under these conditions, it is necessary to take into account the interests and rights of all parties to the agreement. A more common type of transaction is a paid and gratuitous contract. This type of contract is based on the principle "what will I get if I do this". Therefore, a paid contract is understood as the provision of certain goods or services to the party "A", with the same, the other party undertakes to pay a certain fee for this service or goods, and possibly mutual services. For example, party "A" gives party "B" a car, in return party "A" will receive money. It is necessary to take into account the fact that the financial side does not necessarily appear in such contracts. In accordance with the Civil Code of the Republic

of Uzbekistan, a contract for compensation is considered an agreement under which one party must pay for the offered goods. A gratuitous agreement is considered an agreement in which one of the parties does not receive anything in return, an example of such a relationship would be a donation agreement. In business, gratuitous agreements are often accepted, for example, an entrepreneur takes a loan from a bank, and the bank does not charge him interest, or writes them off at the end of the agreement. According to the Civil Code of the Republic of Uzbekistan, a gratuitous contract is a contract under which one party undertakes to provide something to the other party without receiving payment from it or other counter provision¹.

The accession agreement is a unified set of rules and conditions that were signed in the relevant forms². The second party in this case has only one possibility in the process of concluding a contract: accepting all the proposed conditions without changes³. Usually, accession agreements are developed by large companies that are focused on the mass consumer. The Civil Code of the Republic of Uzbekistan states that the party that has joined the contract has the right to demand termination or amendment of the contract if the conditions specified in it contradict the law. From the above formulations, it can be formulated that this type of contract is basically agreed between two business entities. In addition, the conditions and force majeure situations of the forthcoming transaction are determined only from the side "A", the party "B", claiming to be the acceding party, is consistent with the conditions set out in the transaction. An example for this type of document can be considered the provision of Internet services, in which all the nuances and aspects of the work are attached. If the client signs this type of agreement, this means that all

the conditions set out in the transaction are accepted. Otherwise, if the client refused to accept the conditions, then you will have to look for another provider, since the company is unlikely to change the conditions specified in the contract. The contract in favor of a third party is very peculiar, in this case the agreed parties have established that the debtor is obliged to perform performance not to the creditor, but to a third party specified or not specified in the contract, who has the right to demand from the debtor the performance of the obligation in his favor. It is necessary to take into account the fact that this type of contract is markedly different from the above. The distinctive part is that along with the primary parties whose obligations are signed on the contract, a "third party" appears, which has the right to demand the fulfillment of all obligations from the debtor. For example, if an entrepreneur insured his life and a fatal outcome occurred after insurance, then the specified third party in the contract - the wife has every right to receive payment under the policy.

The public contract is considered the most common relationship between a commercial organization and a mass consumer. It should be noted that the principle of equality is considered the most important condition for a public contract, since when concluding and implementing a contract, it is not allowed to give preference to one consumer along with other consumers: the prices for the goods and services offered must be the same for all consumers (with the exception of individual coupons and discount cards). : when using these incentives, the total price of goods and services may change). According to the Civil Code of the Republic of Uzbekistan Article 358, a public contract is a contract concluded by an organization and establishing its obligations for the sale of goods and the provision of services, along with this, the equality of all participants in these relationships in the retail trade is especially emphasized. We must take into account the fact that the main feature of a public contract is the mass. All offers that are offered under this type of contract are the same for all consumers and participation in these

¹ Civil Code of the Republic of Uzbekistan dated 01.03.1997

² What are contracts and in what situation do they apply? // <https://vc.ru/legal/91919-dogovorimsya-kakie-byvayut-dogovory-i-v-kakoy-situacii-oni-primenyayutsya>

³ Ketko N.V. Electronic business: textbook / N.V. Ketko, A.V. Kopylov, N.N. Skeeter. - Volgograd: VolgGTU, 2020. - P.4.

relationships is open to everyone. The preliminary agreement is very specific, since this type of transaction is aimed at fulfilling certain obligations in the future on the part of the participants in certain relationships and is concluded strictly before the signing of the main agreement. The composition of the preliminary contract consists of key and significant points of the future contract, and it also indicates the exact date of signing the main transaction between the parties. Article 361 of the Civil Code of the Republic of Uzbekistan states that, under a preliminary agreement, the parties undertake to conclude an agreement in the future on the transfer of property, performance of work or provision of services on the terms stipulated by the preliminary agreement. It should be noted that the preliminary contract should cover a set of conditions that allow establishing the subject of the future contract. In addition, the deal indicates the key points: essential conditions, the date of construction and the rental fee.

In order to ensure sustainable economic relations and favorable conditions for contractual relations in commercial activities, it is first necessary to systematize legal phenomena, more precisely legal formalities. It is undeniable that the commercial relationship between the seller and the buyer should be built on the basis of a contractual relationship. That is an agreement (deal, document, contract) is concluded between legal entities - the seller and the buyer, the purpose of which is to establish rules and force majeure aspects, change, and also terminate the rights and obligations of the parties in a certain form of agreement. In order to identify the constituent parts of a contract in commerce, we must first consider the role of the contract in modern commercial relationships. First of all, the contract is a unique instrument, which in its own way ensures a stable relationship between the parties. In addition, during the conclusion of the transaction, the turnover of economic activity is systematized and the rules and obligations specified in it are specified. Secondly, this phenomenon is considered a form of compliance, since it will control the interests of participants in civil legal relations

and is considered the main form of entrepreneurship. Thirdly, the contract is analytical in nature, the study of contractual practice allows you to identify significant problems and respond to problems that have arisen, creating procedural equality and competitiveness of the parties. From the foregoing, we can formulate that the role of the contract in commercial activities is multifaceted. When studying the practice of contractual relations, one can confidently note the extremely high value of the contract, as it combines interests and goals, and also determines actions to achieve comparative goals. In addition, the contract is the most rational tool for achieving and organizing the mutual interests of the parties⁴.

Noting the importance of the treaty, we have to set out the composition of the treaty. It should be emphasized that the composition of the contract plays a significant role in the legal relations of the contracting parties, as it contains all the agreed conditions and standard obligations of the parties. In addition, in accordance with the Law of the Republic of Uzbekistan "On Electronic Document Management", the legal force of an electronic contract is equated to a document on paper, and also has the same legal force⁵. Based on this, it can be formulated that the composition of an electronic contract and contracts on paper are almost the same, since both types of contract are built on the basis of a certain form, which is enshrined in the national legislation of the state. This form of contract structure establishes the actual terms and protects the rights of the agreed parties. The conclusion of an electronic contract begins with the definition of the necessary goals to be achieved, as well as the definition of clear conditions for its implementation. The Law of the Republic of Uzbekistan "On Electronic Document Management" states that an electronic

⁴ Nanehkaran Y.A. Evaluation of e-commerce service quality using the analytic hierarchy process. International journal of scientific & technology research, 2014, vol.3, no 4, pp. 665-666. ISSN: 2177-8616

⁵ Law of the Republic of Uzbekistan No. 611-II "On electronic document management"

document is equated to a paper document and has the same legal force⁶. It is worth considering the fact that although the form of the contract is electronic, that is, the essential form of the contract has been changed, but the basic rules for drawing up the contract, or rather, the structure of the contract does not change. Thus, the structure of any type of contract, whether electronic or traditional, should be divided into four parts, which are indicated in the appendix of the dissertation work.

The presentation of the preamble (introductory part) in an electronic contract is considered important, since it indicates the basic definitions of the legal relations of a certain contract, on the basis of this it can be formulated that the interpretation of the rules of law is largely based on the basis of the preamble. First of all, the main part of the preamble is the name of the electronic contract (contract for housing, rent, sale, transport services, etc.). The exact name of the contract makes it possible to clearly define the legal relationship between the subjects of the contract. With that, we should take into account the fact that the essence of the legal relationship follows not only from the title of the document, but also in legal relations, since it includes details (year, month, number of other components of the preamble, such as the date and place of signing, as well as the full corporate name of the counterparty. The date of signing is the most important moment of connection with the fact that in this process the moment of conclusion and termination of the contract is established. And also, the place of signing the contract is considered not only a formal move on the part of the participants, but the main aspect having special legal force. It must be emphasized that according to the legislation of the place where the transaction is made, are determined⁷:

- legal capacity and legal capacity of the persons who entered into the transaction;
- the form of the transaction;
- obligations arising from the transaction.

In addition, the full company name of the counterparty is indicated in the preamble of the contract, which in its existence makes it possible to accurately identify the subjects of certain legal relations. And also, the preamble mentions the positions, surnames and full names of the persons who signed the contract. It is important to note that the persons set out in the contract who signed the contract are responsible for fulfilling the compared goals and obligations under the contract. After the preamble, the main part of the electronic contract is the subject of the contract, since it indicates what the parties to certain legal relations specifically agree on⁸. In addition, it sets out the obligations and rights of the participants under the contract, as well as the price of the contract and the settlement procedure. It should be noted that the main essence of drawing up and agreeing on an agreement between the participants is considered to be the achievement of the set goal on time, based on this, it can be formulated that the first necessity in the agreement is to indicate the explanation of the clause of the deadline for the parties to fulfill their obligations and the duration of the agreement. The subject, in turn, includes a section on additional conditions, the indication of which in each contract is considered optional, but the specification of this part of the contract has a significant impact on the fulfillment of the rights and obligations of the participants. In addition, the subject notes part of the responsibility of the parties, which ensures the fulfillment of obligations by the parties in case of violation of the terms of the contract. Usually, this paragraph defines various types of sanctions in the form of penalties, fines, forfeits paid by a counterparty that has not fulfilled its obligations in relation to one of the agreed

⁶Law of the Republic of Uzbekistan No. 611-II "On electronic document management"

⁷ Jeffrey B. R. *Defining International Electronic Commerce*. Available at: <https://scholarlycommons.law.northwestern.edu/njilb/vol13/iss1/7>. (accessed 1992)

⁸Tian Y Concetta S. History of E-Commerce. https://www.researchgate.net/publication/314408412_History_of_E-Commerce.

conditions. The above excerpts about the agreement and the composition of the agreement are considered important and necessary for the conclusion of contracts in civil circulation, since these articles from civil law clarify the relationship associated with the conclusion of contracts.

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