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THE COMPARATIVE ANALYSIS OF CONTRACTS AND DEALS IN THE CIVIL LAW OF UZBEKISTAN

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ABSTRACT

The article deals with the concepts of contracts and deals in the Civil Code of the republic of Uzbekistan. Mainly, the research concerns the types of contracts and deals and citizens' rights and duties. In addition, the research is based on the comparative-legal analysis of contract and deals in the Civil Code of the republic of Uzbekistan. Therefore, the article presents similarities and differences between contracts and deals.

KEYWORDS

Uzbekistan, law, Civil Code, contract, deal, comparison, similarity, difference.

INTRODUCTION

A contract is a voluntary arrangement between two or more parties with the purpose of establishing, amending, or terminating civil rights and obligations. Contracts are one of the bases for the development of civil rights and duties between the parties, in accordance with the criteria of Article 8 of the CC [1].

Legal actions, in turn, are said to include both unilateral and bilateral agreements (contracts) as legal actions.

Any bilateral agreement (including a lease, a loan, or a sale) is a contract. A contract cannot be a one-sided arrangement, like a will. As a result, any agreement can be referred to as a contract, but not every contract can be referred to as a deal. As a result, since the contract

is regarded as a type of agreement, it is subject to all agreements' rules, including those found in Chapter 9 of the CC [1].

The mutual consent of the parties with a specific goal in mind serves as the primary indicator and condition of a contract. Even if each party's rights and obligations under the contract differ, they still produce the same legal outcome, such as the transfer of ownership or the acquisition of the right to use something [3, 45–56].

Depending on how the rights and obligations of the parties involved are shared, a contract may be unilateral, bilateral, or multilateral in nature. In a unilateral contract, one party has only rights and no duties, whereas the other party only has obligations. Under a loan agreement, for instance, the debtor has the legal authority to request repayment of the money he lent the lender [2, 125–130].

Each party to a bilateral agreement is given separate rights and obligations. A sales contract is an illustration of this type of agreement. The terms of this contract state that the buyer must pay the price of the item he is getting and has the right to demand the purchased item, and that the seller has the right to demand the payment of the sold item and is required to provide the sold item to the buyer [4, 78–89]. In addition to the aforementioned sales contract, the majority of civil agreements are bilateral in nature and cover the

delivery of goods, the leasing of property, and other agreements.

Additionally, multilateral contracts with three or more parties exist. Each party has specific rights and obligations at the same time, which is characteristic. For instance, lease agreements and franchising.

Paid and free contracts are the two types of contracts. contracts reached for consideration, where one party receives compensation in the form of money or property in exchange for goods or services provided. For instance, a party renting a property for a brief period of time is required to pay rent to utilize it. Sales, product delivery, exchange, contracts, and many more agreements are examples of these fee-based agreements. The contract is regarded as having been concluded for a fee if there are no additional clauses from the legal documents and no differences in the content and essential of the agreement.

Any property can be transferred or any labor done for the advantage of the other party under a gratuitous contract. For instance, in a gift contract, the property owner offers his possessions free of charge to the recipient. Free contracts also include agreements for loaning money with no interest.

Deals are activities intended to establish, modify, or terminate the civil rights and obligations of individuals and legal entities [1].



According to their qualities, deals are split (classified) into the following types in the science of civil law: Depending on the preferences of the parties to the agreement, agreements can be unilateral, bilateral, or multilateral. In a unilateral agreement, only one party's intent is expressed, and that person alone has the power to create, alter, or nullify any rights or duties. Giving a will, giving up an inheritance, granting a power of attorney, and supporting the activities of someone who represented you without your consent are a few examples of one-sided bargains. Unanimous agreements impose obligations on the party that made them.

Deals that are reached on a bilateral basis are done so with both sides' consent. Contracts apply to these transactions. Sales, leases of real estate, insurance, and other contracts are examples of bilateral agreements. A multilateral agreement expresses the wishes of three or more people. An ordinary partnership (joint activity) agreement is an illustration of a multilateral agreement. Similar to bilateral agreements, multilateral agreements are mutual agreements, or

contracts. In conclusion, even if every agreement is seen as a contract, not every agreement is a deal. Most transactions can be thought of as contracts [5, 127–130].

Depending on whether there is an alternative execution, deals are split into paid and free agreements. Each party to a contract entered into for a fee agrees to transfer particular property, pay money, carry out work, or render any service in the other party's interest. Several contracts, including sales, exchanges, contracts, and insurance, are subject to (alternative) enforcement against agreements made for consideration since each party works in the other party's best interest. As an illustration, a seller may exchange some property for cash [6].

Only one of the parties agrees to act in the other party's best interests for no charge, that is, without receiving compensation. Here, there is no counter-execution (alternative execution). Contracts for gifts, interest-free loans, and free use of property (loans), for instance, can be included.

The following are some similarities	
Contract	Deal
A contract is a voluntary arrangement between two or more parties with the purpose of	Deals are activities intended to establish, modify, or terminate the civil rights and obligations of individuals and legal entities.

establishing, amending, or terminating civil rights and obligations.	
Depending on how the rights and obligations of the parties involved are shared, a contract may be unilateral, bilateral, or multilateral in nature.	Depending on the intention of the parties to the agreement, deals can be unilateral, bilateral, or multilateral.
Paid and free contracts are the two types of contracts.	Depending on whether there is an alternative execution, deals are split into paid and free agreements.

There are some differences between a contract and deal	
Any agreement is referred to as a contract, but not every agreement qualifies as a deal. In a unilateral contract, one party has only rights and no duties, whereas the other party only has obligations.	In a unilateral agreement, only one party's intent is expressed, and that person alone has the power to create, alter, or nullify any rights or duties.

CONCLUSION

The terms contract and deal have similar meanings in civil law. Because both represent the rights and obligations of the parties and are created by the parties themselves. We can describe the similarities, types, and characteristics between the contract and the trade based on the data. Regarding the variations, we might use the parties' rights and obligations as an illustration.

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