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Conflict-Of-Laws Regulation in Cross-Border Electronic Commerce: Protecting Uzbek Consumer Rights in Disputes with Foreign Online Marketplace Operators

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Abstract: The purpose of the article is to discuss the issues arising in the field of conflict of laws in electronic commerce between consumers and foreign operators of the electronic marketplace in the Republic of Uzbekistan. By examining existing provisions of the Uzbek private international law, the article shows that the classical connecting factors of lex voluntatis, lex loci contractus and lex venditoris comprehensively neglect the interests of consumers from Uzbekistan in relation to online marketplace operators from abroad. The need for a conflict of laws provision for cross-border consumer contracts is identified as a critical legislative need: No conflict of laws provisions for cross-border consumer contracts are included in Law No. 792 "On Electronic Commerce". The article is based on a comparative analysis of three models (EU, USA, PRC) and makes a conclusion that the EU model is the most suitable model for legislative adaptation in Uzbekistan. Proposals for Law No. 792 and for the civil procedure framework are made in the form of concrete de lege ferenda proposals.

Keywords: Cross-border e-commerce, conflict of laws, party autonomy, lex voluntatis, consumer protection, online marketplace, Uzbekistan, Law No. 792, private international law.

Introduction: The digital trade has substantially changed the legal framework of consumer transactions in Uzbekistan. The national ecommerce market is expected to expand from USD 311 million in 2022 to over USD 1.1 billion by 2024, with cross-border sales becoming a growing percentage of the total, KPMG notes [9].

The foreign online marketplace operators (ETPs) have now firmly established themselves in the Uzbek consumer market. Registered in the Russian Federation, Wildberries and Ozon have localised platforms in the Uzbek language, which have domestic logistics networks. Uzbeks shop via cross-border delivery with AliExpress (Alibaba Group, People's Republic of China) and Amazon (United States). All of these operators enter into contracts with consumers in Uzbekistan on standard-form Terms of Service which always make the law of the operator's country of incorporation governing.

This practice reveals a basic regulatory void. In case of a conflict between an Uzbek consumer and a foreign ETP, the law governing this dispute is not the Uzbek consumer protection law, but the foreign law which the operator unilaterally selects. Neither Law No. 792 "On Electronic Commerce" [2] nor Section VI of the Civil Code of the Republic of Uzbekistan (CC RUz) [1], which contains Uzbekistan's private international law rules, provides any special choice-of-law mechanism for cross-border consumer contracts concluded through foreign ETPs.

The gap is of great doctrinal significance. Article 1189 CC RUz enshrines party autonomy as the primary connecting factor for contractual obligations without any exception for consumer contracts. Article 1195 CC RUz, by contrast, applies the law of the consumer's habitual residence to non-contractual consumer-harm claims. The result is a structural paradox: Uzbek private international law (PIL) offers stronger conflict-of-laws protection to consumers in tort than in contract, precisely the inverse of what consumer vulnerability in standard-form ETP transactions demands.

LITERATURE REVIEW

The intersection of private international law and electronic commerce has generated substantial scholarship in European and Russian legal doctrine. Mazhorina, Terentyeva, and Shakhnazarov have demonstrated that PIL frameworks developed in the pre-digital era are structurally ill-suited to e-commerce consumer protection [10], while Terentyeva has analysed the jurisdictional dimension of cross-border consumer disputes in the digital age [11].

At the comparative level, the EU Rome I Regulation has attracted extensive commentary for its Article 6 mechanism: a directed-activities test combined with a mandatory consumer protection floor that contractual choice-of-law cannot breach [4]. The Brussels I bis Regulation's consumer jurisdiction rules have been studied as a model for access to justice in cross-border B2C disputes [5]. The Chinese E-Commerce Law 2018 has been analysed for its platform-liability approach, placing compliance obligations directly on the platform operator [7].

Uzbek-specific PIL scholarship on e-commerce is, to date, almost entirely absent. The legal regulation of Uzbek ETPs has been addressed in general terms by Ruzinazarov, Achilova, and Rakhmonkulova [12], but without engagement with the conflict-of-laws dimensions of cross-border consumer contracts. This article addresses that gap and contributes to the emerging literature on PIL reform in Central Asian digital economies.

METHODS

The research draws on three categories of primary legal materials. The first is Uzbek domestic law: CC RUz Section VI (Arts. 1158-1199) [1], Law No. 792 [2], the Law "On Consumer Protection" No. 221-I (1996, as amended) [3], and the Civil Procedure Code of the Republic of Uzbekistan. The second category comprises international and supranational instruments: the UNCITRAL Model Law on Electronic Commerce (1996) [8], the EU Rome I Regulation (EC) No. 593/2008 [4], the EU Brussels I bis Regulation (EU) No. 1215/2012,[5] and the EU Digital Services Act (EU) 2022/2065 [6]. The third category comprises comparative national law: the People's Republic of China E-Commerce Law (2018) [7] and the United States approach to consumer PIL, examined through the Restatement (Second) of Conflict of Laws and relevant federal statutes.

Market data are drawn from the KPMG E-Commerce in Uzbekistan report (2022) [9]. Secondary literature encompasses peer-reviewed articles in Russian, English, and Uzbek-language legal journals, selected on the basis of relevance and citation count.

Three methodological approaches are combined. The comparative legal method is used to analyse the PIL frameworks of the EU, the United States, and the PRC and to assess their transferability to the Uzbek legal context. The formal legal method is used to identify the normative gaps in CC RUz and Law No. 792 through close textual analysis. The systematic-structural method examines how the existing PIL rules interact with Uzbek consumer protection legislation and evaluates the internal coherence of the regulatory framework. The scope is limited to civil consumer disputes arising from B2C contracts concluded through foreign ETP operators directing their activities to Uzbek consumers.

RESULTS

1. Defects of Classical Connecting Factors Applied to ETP Consumer Contracts

1.1. Lex voluntatis: Unconstrained Party Autonomy in Standard-Form ETP Agreements

Article 1189 CC RUz [1] establishes party autonomy as the primary connecting factor for contractual obligations. Parties may choose the applicable law for the contract as a whole or for discrete parts thereof, and this choice may be made at any time. The provision contains no carve-out for consumer contracts and draws no distinction between negotiated commercial agreements and standard-form consumer terms.

In the ETP context, party autonomy is structurally nominal. The choice-of-law clause is embedded in non-negotiable Terms of Service drafted unilaterally by the operator. If an Uzbek customer registers on Wildberries, AliExpress or Amazon, they have to either agree to all their terms or lose access to the platform completely. It's a unilateral will by the operators, not a party's agreement, and Article 1189 CC RUz considers it to be fully valid and binding.

In practice these means that the substantive consumer protection provisions of the Law "On Consumer Protection" [3] and of Law No. 792 [2] are displaced. Wildberries and Ozon are subject to Russian law, AliExpress to the law of the Hong Kong SAR/China, and Amazon to Luxembourg or Delaware law. For the consumers, it is their burden to invoke and prove the foreign law content, and it is not the duty of the Uzbek court to apply the Uzbek consumer-protection standards as a minimum threshold.

1.2. Lex loci contractus: Indeterminacy in the Electronic Environment

The geographical determinacy that is absent from electronic transactions is essential for the law of the place of contracting. The place of contracting is determined by the location of the server on which the transaction is executed, or by the registered seat of the operator, or by the consumer's physical location at the time of acceptance, or the location of the 3rd party seller on a multi-operator platform in case of a contract concluded on such platform. There is no specific rule in CC RUz for the location of the end of an electronic contract.

The Model Law on Electronic Commerce (1996) [8] adopted by UNCITRAL provides for a contracting party to agree on the place of business for transactions, but provides no resolution on the consumer PIL issue, except by general electronic-commerce instruments. In the case of large foreign ETPs, there is an additional layer of complexity in the corporate structure: the contractual counterparty is often a subsidiary company incorporated in a third country and separate from the ETP's technical platform and its ultimate parent.

1.3. Lex venditoris and the Internal Inconsistency in CC RUz

This approach is problematic because of Lex venditoris and the Internal Inconsistency in CC RUz. If there is no choice-of-law agreement, then Section VI CC RUz will apply the law of the party who was carrying out the characteristic obligation. For Wildberries and Ozon this means Russian law; for AliExpress, Chinese law; for Amazon, Luxembourg or US law. This result follows automatically from the general conflict rule without any protective exception for the weaker party.

The structural anomaly in CC RUz is decisive here. Article 1195 CC RUz [1] governing non-contractual liability for harm caused to consumers applies the law of the consumer's habitual residence, providing exactly the type of protection that Article 1189 and the lex venditoris rule deny in the contractual sphere. Uzbek PIL thus offers a stronger consumer-protective connecting factor for torts than for the contractual dispute arising from the same transaction. This internal inconsistency has no policy justification and constitutes a clear legislative defect.

2. Legislative Gap Analysis: Law No. 792 and Cross-Border Consumer Contracts

Law No. 792 [2] defines participants in electronic commerce, regulates the formation of electronic contracts, and sets out buyer rights including the right to complete information on goods and sellers, equal conditions of participation, and legal protection of interests. The Law contains no conflict-of-laws provisions of any kind: no rule designating the applicable law for cross-border ETP consumer contracts, no choice-of-law floor protecting mandatory domestic consumer-protection standards, and no mandatory-jurisdiction clause establishing the competence of Uzbek courts over disputes with foreign ETP operators targeting the Uzbek market.

The consequence is that Law No. 792's consumer-protective provisions have exclusively domestic scope. When a foreign ETP operator is involved, those provisions are displaced by the applicable foreign law. The legislative guarantees of Law No. 792 are de facto inaccessible to Uzbek consumers transacting with operators who dominate the cross-border market segment, precisely the operators in respect of whom protective rules are most urgently needed. Law No. 792 also imposes no registration or market-access requirements on foreign ETP operators directing their activities at Uzbek consumers, further underscoring the need for a directed-activities-based legislative mechanism.

3. Comparative Analysis: Three Regulatory Models

3.1. The European Union Model

Article 6(1) of the Rome I Regulation [4] establishes the law of the consumer's habitual residence as the default applicable law for consumer contracts, subject to the condition that the professional party pursues commercial activities in that country or directs activities there by any means. Article 6(2) permits choice-of-law by agreement but imposes an absolute floor: the choice cannot deprive the consumer of the protection afforded by mandatory provisions of the law of the consumer's habitual residence. The consumer retains the benefit of the higher standard regardless of contractual choice.

The directed-activities criterion is operationalised through a multi-factor test: localised website language, pricing in the consumer's currency, domestic delivery services, and targeted advertising directed at consumers in a specific country all constitute evidence of directed activity. Each of the foreign ETP operators active in Uzbekistan would satisfy this test under any reasonable application.

On the jurisdictional side, Articles 17 and 18 of Brussels I bis [5] provide that a consumer may bring proceedings against a professional counterparty in the courts of the consumer's domicile. Forum-selection clauses that derogate from this rule in the consumer's disfavour are void unless concluded after the dispute has arisen. The Digital Services Act [6] supplements this framework with direct platform obligations including transparency, redress mechanisms, and algorithmic accountability.

3.2. The United States Model

The United States has no federal PIL statute governing consumer contracts comparable to the Rome I Regulation. Choice-of-law for contractual obligations is regulated at state level, primarily through the

Restatement (Second) of Conflict of Laws. Consumer protection is enforced through the Federal Trade Commission Act and state consumer protection statutes rather than through a unified PIL framework. Platform liability has increasingly been addressed through product liability doctrine at state level: courts in California and other states have found that major marketplace operators may be liable for defective third-party products, effectively treating the platform as part of the distribution chain. This is a tortious liability development, not a PIL choice-of-law instrument, and it does not resolve the question of which substantive consumer-protection standard governs the contractual dimension of ETP disputes.

3.3. The People's Republic of China Model

China's E-Commerce Law (2018) [7] takes a market-access and platform-liability approach. Article 38 imposes joint and several liability on the ETP operator where it knew or should have known that platform business operators were selling non-compliant goods and failed to take necessary measures. Article 76 requires that cross-border e-commerce operators comply with Chinese laws and quality and safety standards regardless of the parties' choice of law. The Chinese model displaces the choice-of-law question by applying mandatory substantive rules as market-access conditions rather than through a conflict-of-laws analysis. While effective in the domestic Chinese context, it presupposes a sophisticated regulatory apparatus and the leverage to enforce compliance obligations against major international technology platforms, conditions that Uzbekistan does not currently possess.

DISCUSSION

1. Why the EU Model Is the Most Suitable Framework for Uzbekistan

The three models produce fundamentally different answers to the question of how cross-border consumer contracts on ETP platforms should be governed. The choice between them for Uzbekistan is not merely academic: it determines whether legislative reform will be feasible, effective, and durable within Uzbekistan's specific legal infrastructure.

The US model is unsuitable for direct reception into Uzbek law. Its operation depends on the common law tradition, specifically judicial elaboration of conflict-of-laws rules through case-by-case adjudication and a tort liability culture that generates regulatory standards through litigation rather than codification. Uzbekistan operates a codified civil law system in which private international law rules are statutory rather than judge-made. Transplanting a doctrine-driven, litigation-centred approach would require institutional infrastructure that Uzbekistan does not possess.

The Chinese model's success depends on two conditions absent in the Uzbek context: the ability to impose compliance obligations on large foreign platform operators through regulatory leverage backed by a market of 1.4 billion consumers, and a sophisticated digital regulatory apparatus capable of monitoring ETP compliance in real time. Moreover, the Chinese model does not resolve the conflict-of-laws question as a matter of legal principle: it sidesteps it by imposing mandatory substantive standards as a condition of market access, leaving the underlying PIL architecture unreformed.

The EU model is the appropriate reference point for Uzbekistan for four concrete reasons. First, it operates through statutory codification, directly compatible with Uzbekistan's civil law framework: the Rome I directed-activities rule and the mandatory consumer floor can be enacted as a single provision in Law No. 792 without structural disruption to the Civil Code. Second, the directed-activities criterion captures the actual market conduct of Wildberries, Ozon, AliExpress, and Amazon without requiring physical establishment. Third, the model preserves freedom of contract for commercial parties while creating a protective exception precisely where power asymmetry is greatest, in B2C standard-form contracts. Fourth, the jurisdictional complement of mandatory consumer-forum rules is equally codifiable and serves the access-to-justice dimension that the US litigation model addresses only imperfectly.

2. De Lege Ferenda: Proposed Amendment to Law No. 792

A new article should be inserted into Law No. 792 with the following substantive content. Where a foreign ETP operator directs its commercial activities at consumers habitually resident in the Republic of Uzbekistan, as evidenced by a localised Uzbek-language interface, pricing in Uzbek soum, the organisation of delivery services on Uzbek territory, or advertising directed at the Uzbek consumer audience, a contract concluded between that operator and such a consumer may be governed by the law of another state pursuant to a choice-of-law agreement. However, such a choice of law may not deprive the consumer of the protection afforded by the mandatory provisions of the Law "On Consumer Protection" of the Republic of Uzbekistan [3] and of Law No. 792 [2], from which agreement cannot derogate.

This formulation replicates the Rome I Article 6 architecture while tailoring the directed-activities indicators to the specific forms of market presence that characterise the foreign ETP operators active in Uzbekistan. The mandatory floor encompasses the consumer's right to complete and truthful information about goods, services, and sellers; the right to withdraw from a distance contract within a specified period without cause; the right to assert quality claims against the seller; and the right to protection of personal data.

The amendment should be accompanied by a corresponding modification of the Civil Code to close the internal inconsistency identified in Section 3.1.3: an analogous protective rule for consumer contracts should be added to Section VI CC RUz alongside Article 1189, so that the lex specialis in Law No. 792 is supported by a consistent general-law principle. This mirrors the approach taken by the Russian Civil Code in Article 1212, adopted in 2013.

3. De Lege Ferenda: Jurisdictional Reform

The jurisdiction of Uzbek courts for consumer claims against foreign ETP operators whose business transactions are targeted at the Uzbek market should become mandatory in the Law No. 792 / Civil Procedure Code of the Republic of Uzbekistan: the consumer should have the right to file an action in the court of his/her place of residence. Before an event forum-selection clause should be unenforceable as they derogate from this right. This is taken verbatim from the Brussels I bis Article 18 [5]. Similarly, standard-form B2C ETP contracts that require arbitration should also be considered non-enforceable if the consumer is denied the right to access domestic courts in Uzbekistan.

Foreign ETP operators whose operations target the Uzbek market should be required as a predicate condition for market access, to operate through a recognised online dispute resolution scheme. Domestic ODR is indispensable for effective exercising of consumer rights due to practical constraints, such as costs that are unfeasible in relation to the value of typical ETP transactions, language barriers, and Uzbekistan's limited network of enforcement treaties [11].

4. Broader Significance: WTO Accession and Regional Alignment

The broader issues are the WTO accession and the regional alignment. Uzbekistan is in the active phase of accession to the WTO, during which it is necessary to harmonize with international standards on digital trade. Regulatory transparency, consumer protection and market access conditions for digital services are key features of the GATS framework and the Joint Statement Initiative on E-Commerce. Such a rule and an effective jurisdictional mechanism would reflect regulatory maturity to international partners. Kazakhstan, Kyrgyzstan and Tajikistan each recently adopted laws into the general e-commerce and online platforms field. An integrated Uzbek approach to cross-border consumer PIL may be a model for the region, as the SCO and CIS are developing regional mechanisms for harmonisation of digital trade regulations.

CONCLUSION

This Article has identified and analysed a structural regulatory gap in Uzbekistan's private international law that results in the failure of the Uzbek consumer to be adequately protected in contractual disputes with foreign ETP operators, on a systematic basis.

Three main conclusions are drawn. First of all, the classical PIL connecting factors, lex voluntatis, lex loci contractus, and lex venditoris, taken together are insufficient to safeguard the rights of the consumers of the Republic of Uzbekistan in the process of cross-border ETP transactions. According to Article 1189 CC RUz, foreign operators are able to displaced the powers of consumer protection law in Uzbekistan by standard-form Terms of Service, where party autonomy is not limited. The structural paradox of the Article 1195 CC RUz show lack of consistency in the law, which requires corrective legislation.

Second, Law No. 792 does not have any COLT provisions for consumer contracts in cross-border transactions concluding via ETP platforms, meaning that the consumer protection guarantees are effectively unavailable to consumers in the most cross-border market segment where they are desired.

Third, the comparative analysis proves that the EU model is especially appropriate for the legislative reception in Uzbekistan. The codified civil code of Uzbekistan is compatible with the directed-activities test, as well as the mandatory consumer-protection floor provided by Rome I Article 6, and is efficient to apply in the Uzbek market to the specific ETP operators operating there. The US model assumes a common law institutional infrastructure, which is not present in Uzbekistan. Uzbekistan, however, lacks the regulatory enforcement power and market leverage which is needed to support the Chinese model.

The proposed reforms, including a new conflict-of-laws provision based on Article 6 of the Rome I Regulation, a mandatory consumer jurisdiction rule and an ODR participation requirement for foreign ETP operators, are legally possible, administratively proportionate and necessary due to the ongoing rapid development of cross-border e-commerce in Uzbekistan.

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