

# Legal regulation of the contract for the provision of paid services in the civil law of the republic of Uzbekistan and aspects of its improvement

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**Abstract:** The article analyzes the contract for the provision of paid services in accordance with the civil legislation of the Republic of Uzbekistan, as well as considers the directions for its improvement. The service sector in Uzbekistan is one of the most dynamically developing sectors of the economy, which necessitates further improvement of legal regulation in this area characteristic features, legal nature and classification by spheres of economic and socio-cultural activity. Particular attention is paid to the problem of differentiation between the norms of labor and civil law in the regulation of relations for the provision of services, especially in cases where the contractor is an individual, and not a legal entity. An analysis of the distinctive features of an employment contract and a contract for the provision of paid services based on the norms of civil and labor legislation of the Republic of Uzbekistan is carried out. In conclusion, proposals are formulated to improve the civil legislation of Uzbekistan in this area.

**Keywords:** Contract for the provision of paid services, civil law, legal regulation, Republic of Uzbekistan.

**Introduction:** After gaining independence in the Republic of Uzbekistan, there was a need for civil law regulation of property relations related to the provision of services. This was because the Civil Code of the Uzbek SSR, adopted on March 23, 1963 [1, p. 156], lacked not only separate chapters, but even articles devoted to the contract for the provision of paid services or had no legislative consolidation at all. As a result, participants in civil transactions were forced to rely on similar legal norms, applying the principle of analogy of law, which created significant legal difficulties.

With the transition to a market economy and the need to ensure its effective functioning, there was a need to update the civil legislation of the Republic of Uzbekistan. Among the key normative acts, the Civil Code of the Republic of Uzbekistan, adopted by the Oliy Majlis on December 21, 1995 and entered into force on

March 1, 1996 (new edition on June 24, 2003), has acquired particular importance. This Code has new chapters regulating such legal institutions as private property, pledge, rent, acting in someone else's interest without authorization, a comprehensive entrepreneurial license and others, which has significantly modernized civil legislation.

When introducing new legal institutions, the legislator took into account the need to regulate the provision of services, including in the Civil Code of the Republic of Uzbekistan a separate chapter 38 entitled "Paid provision of services" [2, pp. 298–300]. It is noteworthy that the introduction of this chapter was foreseen in advance in Article 81 of the first part of the Civil Code of the Republic of Uzbekistan, where services are defined as an independent object of civil rights. This indicates that the legislator was initially aware of the importance of separating this category of legal relations into a separate regulatory system.

Being a significant part of the subject of civil law regulation, services occupy a key place in obligation relations. Their role is becoming more and more important in a market economy, where civil turnover, entrepreneurship and competition are based on commodity-money relations and the principle of value.

As the practice of the period of independence shows, the service sector in Uzbekistan is one of the most dynamically developing sectors of the economy. It covers a wide range of areas, including trade, transport, finance, insurance and intermediary services. The service sector also includes hotels, restaurants, educational institutions, sports complexes, travel companies and other organizations. Almost all enterprises, regardless of their form of ownership, provide services. In the context of growing production and saturation of the market with goods, the demand for services is constantly increasing. As a result, the service sector is showing outstripping growth compared to the manufacturing sector, offering new types of services and flexibly adapting to market needs.

In the modern conditions of transition to a market economy, the contract for the provision of paid services, regulated by Chapter 38 of the Civil Code of the Republic of Uzbekistan [2, p. 300], is becoming increasingly important. This is due to several factors, including the need to solve urgent problems that arise in the course of its application. The Civil Code of the Republic of Uzbekistan contains extensive rules governing the provision of paid services, and also allows for the application of a number of provisions on contracting, including the rules on domestic contracting, to such contracts.

The scope of the contract for the provision of paid services is very wide. The Civil Code of the Republic of Uzbekistan defines the main directions and types of services, but practice shows that at present this area is expanding, new types of services are appearing that require legal regulation. The legislation provides for the regulation of each of the areas of the contract for the provision of paid services through the Civil Code, special laws, regulations, rules and instructions.

The definition of a contract for the provision of paid services is enshrined directly in the Civil Code of the Republic of Uzbekistan. According to Article 703 of the Civil Code, "under a contract for the provision of paid services, the contractor undertakes to provide services (perform certain actions or carry out certain activities) that do not have a material form, and the customer undertakes to pay for these services" [2, p. 298]. It follows from the content of this norm that a service is a specific action or activity of the contractor aimed at achieving a certain result in the interests of the

customer.

The distinction between the norms of labor and civil law in the regulation of relations in the field of services is somewhat difficult, especially in cases where the contractor is an individual, and not a legal entity. Thus, if the service is provided by an enterprise, three subjects participate in the legal relationship: the consumer of the service, the employee providing the service, and the enterprise with which the employee is in labor relations. At the same time, the subjects of labor relations are the employee and the enterprise, and the subjects of civil law are the enterprise and the consumer. Such a structure makes it possible to differentiate relations by subjects.

However, in the case when a service is provided by a citizen, only two subjects participate in the legal relationship: the contractor and the consumer. In this case, the distinction is made on the basis of the object of the legal relationship. However, the object in both labor and civil legal relations is manifested in the physical form of labor. It is important to determine in which cases the physical form of labor is understood as the process of providing the service itself, and in which it is the final result.

In practice, this difference is expressed in the nature of legal relations. If the object is the labor process, the service taker is interested in the performance of a certain labor function by the contractor for a specified period of time. If the object is a service as the final product of labor, the customer is interested in the performance of a specific task.

Thus, from the point of view of the nature of relations, two types of services can be distinguished:

- Service as a labor process is characterized by continuing relations. For example, a housekeeper, nanny or driver performs a labor function for a certain period. In this case, we are talking about labor relations.
- A service as a product of labor is a one-time service. For example, caring for a sick person for a certain time or a one-time walk with a child is a civil legal relationship.

In addition, it should be borne in mind that there are civil relations that have a long-term nature, but are not related to labor. For example, the services of a family doctor or lawyer are provided as needed, and payment is made for each specific service, and not for the entire period of the contractual relationship. In the event that the parties have entered into a property agreement providing for payment for the period of time during which the contract is in force, such relations may be recognized as labor relations. However, in most cases,

patients and clients seek the services of a doctor or lawyer as needed and pay for a specific service, which confirms their civil law nature.

Thus, intangible services, depending on the nature of the need to be satisfied, can be regulated by both labor and civil law. If the object of the legal relationship is the service process itself, the norms of labor law apply. If a service is considered as a product of labor, then it falls under civil law regulation.

The main difference between an employment contract is that an employee is hired for a specific position or specialty (according to the staffing table) and is subject to the internal rules of the organization.

The specifics of an employment contract are manifested in several aspects. Firstly, the performance of duties by an employee, as a rule, requires his inclusion in the team of the organization. Secondly, the employee must perform his duties independently, since labor relations are based on the application of his professional skills. Thirdly, the key feature is compliance with the norms of the labor regulations established in the organization, including the working regime and the orders of the employer. When employing under a contract, the employer is obliged to issue an order (Article 82 of the Labor Code of the Republic of Uzbekistan), as well as maintain employment record books for employees working more than five days. However, when concluding a civil law contract, there are no such requirements, and the order is not issued. In addition, when drawing up a contract for the provision of paid services, an employment record book is not kept.

The issue of remuneration is also regulated by different norms. In accordance with the Labor Code of the Republic of Uzbekistan, wages are paid at least once every six months, while the terms are established by a collective agreement or other local regulatory act. In the case of a civil law contract, the cost of services, the procedure for payment and the terms are determined by agreement of the parties, and payment, as a rule, is made upon completion of work.

## **CONCLUSION**

Thus, another difference is the distribution of risks. In labor relations, the employer is responsible for the inability to perform work, while in civil law relations, the contractor bears the risk of non-performance or non-performance of work for objective reasons. Disciplinary measures also differ. The employer has the right to apply disciplinary sanctions to employees who violate labor discipline. However, to persons working under a service contract, Such measures cannot be applied, and in case of violations, only termination of the contract is possible.

Thus, the main border between labor relations and civil law contracts lies in the sphere of their legal regulation: labor relations are subject to the norms of labor law, and civil law relations are regulated by civil law.

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