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THE INSTITUTE OF CONTRACTS AND DEALS IN CIVIL LAW: COMPARATIVE-LEGAL ANALYSIS

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ABSTRACT

The economic reforms being carried out in our independent country, the abandonment of the administrative command system, require the implementation of fundamental changes in all spheres of our social life, and first of all, the creation of forms and methods of establishing production-economic relations suitable for market relations. Today, the foundations of the market economy have been created, the mechanism of market relations has been launched through the establishment of market infrastructure institutions and the creation of a competitive environment, private ownership has been restored, and its development is gaining priority. In terms of market relations, contracts and deals are of great importance. Therefore, the main purpose of this article is to compare contracts and deals from a legal point of view and to describe their differences and similarities.

KEYWORDS

Law, Civil Code, Republic of Uzbekistan, contract, agreement, similarities, differences, analysis.

INTRODUCTION

The contract is the main legal document establishing civil-legal and economic relations between citizens and legal entities [4, 123-125].

The contract is characterized by the following signs as an agreement (agreement) of the parties:

- a) free expression of the freedom of the parties;
- b) that the parties have agreed on all the important terms that make up its content;
- c) performance of actions of the parties according to their obligations (as a rule) for a fee;

- d) equality of parties in contractual relations;
- e) legal guarantee of contract execution;
- f) liability for breach of contractual obligations [6, 85-92].

Therefore, the contract is, first of all, the basis of the origin of obligations between the parties; secondly, it is the legal form of property relations between the parties.

Deals are actions of citizens and legal entities aimed at determining, changing or canceling civil rights and duties [5, 38-45].

Deals can be unilateral, bilateral or multilateral (agreements). If the will of one party is necessary and sufficient in accordance with legal documents or the agreement of the parties to enter into a deal, such a deal is considered a one-sided deal [2, 27-30].

Deals are concluded orally or in writing (ordinary or notarized). Silence is an expression of willingness to enter into an agreement in the cases stipulated by the law or the agreement of the parties.

According to Article 106 of the Civil Code, the oral form of the deal that is not specified in written form by law or by the agreement of the parties, including at the time of its conclusion, may be concluded orally. Such a deal is considered concluded even if it is known from the behavior of the person that his will to enter into an agreement is known. A deal confirmed by issuing a token, patta or other generally accepted sign is considered an agreement concluded in oral form, unless otherwise prescribed by law[1].

In accordance with Article 107 of the Civil Code, the written form of the deal must be signed by the parties or their representatives, unless otherwise dictated by

business practices. If it does not contradict the legal documents or the requirements of one of the participants, it is allowed to use facsimile copying of the signature during the conclusion of the deal. [1].

Additional requirements to which the form of the transaction must be in accordance with the legal documents and the agreement of the parties (drafting on a form of a certain form, confirmation with a seal (if there is a seal), etc.) may be specified and the consequences of non-compliance with these requirements may be provided.

The party that executed the agreement concluded in written form has the right to demand a document confirming the execution from the other party. The party who executed an oral business agreement has the same right, except for agreements that are executed at the time of conclusion.

In accordance with Article 366 of the Civil Code, the form of the contract is that if the law does not specify a certain form for certain types of contracts, the contract can be concluded in any form provided for the conclusion of contracts [1].

From the moment of notarization or registration of a contract subject to notarization or state registration, and when notarization and registration is required, the contract must be registered. The contract is considered to have been concluded from the moment it was made.

A written contract can be concluded by drawing up a single document signed by the parties, as well as by exchanging documents by mail, telegraph, teletype, telephone, electronic communication or other means of communication that allows to reliably determine the origin of the document from the party to the contract.

Based on the given information, the similarities between the contract and the deal:	The differences between contract and deal are as follows:
An agreement between two or more persons to establish, change or cancel civil rights and obligations is called a contract.	Deals can be unilateral, bilateral or multilateral (agreements). If the will of one party is necessary and sufficient in accordance with legal documents or the agreement of the parties to enter into a deal, such a deal is considered a unilateral deal.
If the law does not specify a certain form for certain types of contracts, the contract can be concluded in any form provided for the conclusion of contracts, that is, the forms of contract and contract formation are the same: oral and written.	In order to conclude a contract, two parties (bilateral agreement) or three or more parties (multilateral agreement) must agree. That is, deals can be concluded unilaterally and vice versa, and contracts differ only in terms of bilateral or multilateral structure.

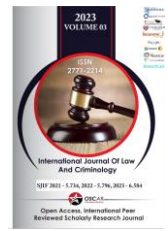
CONCLUSION

Based on the given information, it is possible to come to the conclusion that the concepts of contract and deal in civil law are inextricably linked. According to the results of the comparative legal analysis of these concepts, the concepts of contract and deal are similar concepts. At the same time, their structural forms are the same, that is, oral and written. However, there are also differences between these concepts, which are in

the types of contract and deal. At the same time, deals can be concluded unilaterally and vice versa, and contracts differ only in terms of bilateral or multilateral structure.

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