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CONCEPT, CONTENT AND REGULATION OF CONTRACT IN CIVIL LAW.

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Abstract: In this article, the concept, meaning, importance of the contract, the creation of the contract, the theories of the scientists about the contract and the freedom of the contract are expressed.
Key words: contract, obligation, parties, freedom of contract, agreement

Economic relations are built on the basis of various forms of ownership, including the form of private property, and in a society where democratic methods of management are used in the system of commodity-money relations, the contract is between its equal participants according to its nature, content and intended purpose. serves as a means of legal regulation of relations regarding value, equivalence and implementation for a fee.

The contract is considered the most universal, democratic tool among legal regulation tools. When the legal relationship is regulated by contracts, the interest of all participants in it is ensured to the greatest extent. Usually, any contract is formed on the basis of voluntariness, and when defining rights and obligations in contracts, a specific balance and harmony is reflected in the distribution of property interests and personal benefits. Although contracts have long been used in civil law, family law, labor law, and international law, today they are being used in other branches of law as well. In particular, conciliation in criminal law, agreements between the court and the witness in criminal proceedings, and between the court and the defendant are clear examples of this.[1]

According to Article 8 of the Civil Code, contracts are one of the bases for the creation of civil rights and obligations between the parties. Undoubtedly, today contracts are given special importance. Because in contracts, compared to other legal facts, the will of the parties is fully expressed. The persons who enter into the contract will independently decide with whom, how much, when to conclude the contract, in what terms, in which means of transport, and in what forms of payment will be the money, goods, and materials that must be delivered due to it. They are free to enter into contracts, no coercion is allowed.[2]

Freedom of contract is an opportunity for citizens and legal entities to create and exercise their civil rights according to their wishes and interests.

Speaking about the freedom to conclude a contract, it should be noted that citizens and legal entities have the right to enter into or not to enter into any type of contractual relations. In this, they independently choose partners for themselves. For example, citizens or organizations decide whether or not to enter into sales, contracts, leases and other contracts based on their own interests. In the same way, with whom they conclude the contract - a citizen or a legal entity, a state enterprise or a private enterprise, a joint-stock company or a unitary enterprise, a large enterprise or a small enterprise, an organization that sells clothes or an organization that sells

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food products, directly with a manufacturer or an intermediary, etc. they also decide the issue of formation according to their discretion.[3]

The content of the principle of freedom of contract is reinforced in Article 354 of the Civil Code. According to it, citizens and legal entities are free to conclude contracts. This means that no one can force a scholar to enter into a contract.[2]

A contract is a mutual agreement between two or more persons aimed at determining, changing or canceling the civil rights and duties.

The term contract has three meanings: a legal fact; a legal relationship based on a legal fact, about material interests; it is used in the sense of a document reflecting and representing the mutual agreement of individuals (citizens and organizations). Here it is seen and studied in its first meaning - a legal fact.

Therefore, since the contract is considered a form of transaction, the rules related to the transaction, including the rules of Chapter 9 of the Civil Code, are applied to it. At the same time, the contract is regulated by other special norms that apply to it.

General rules on contracts are applied to contracts concluded between two or more parties, if such contracts do not conflict with the multilateral nature of contracts. The contract serves as the basis for establishing, changing or canceling legal relations. But the scope of the contract is not limited to this.

Ancient Roman jurists viewed the contract from three different perspectives:
- the basis for creating a legal relationship;
- the same legal relationship that arose on this basis;
- a form that assumes the appropriate legal relationship.[4]

O. S. Ioffe interprets the contract as follows:
- the agreement of several persons;
- the obligation arising on the basis of the agreement;
- a document recording the obligation that arose based on the will of the parties.[5]

M.K. Suleymenov describes the contract as follows:

“The contract as a legal fact is the basis for the emergence of the contract as a legal relationship or as a contractual legal relationship. The contract as a legal fact and as a legal relationship are independent aspects of this contract, they are different aspects of its development”.[6]

In conclusion, the conclusion of the contract in all cases means formalizing the agreements of the parties and bringing their wishes into a certain form. This process represents the terms, procedures and conditions of the parties' actions under the contract, as well as what obligations the parties will undertake and what rights they will have in the future. Therefore, regardless of how much freedom and privileges are given to the parties in the process of concluding a contract, a serious approach to its implementation and action based on the provisions established by law are required.

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References:

1. Fuqarolik huquqi: Darslik. I qism. Mualliflar jamoasi. O'zbekiston Respublikasida xizmat ko'rsatgan yurist, prof. O.Oqyulovning umumiy tahriri ostida. T.: TDYU nashriyoti, 2017.-311 bet
2. Ўзбекистон Республикаси Фуқаролик кодекси. –Т.: «Yuridik adabiyotlar publish», 2022 йил. 608 бет.
3. Топилдиев В. "Фуқаролик ҳукуки". I кисм. "Университет". -Т.: 2014.-288 б.
4. Дернбург. Пандекты. Обязательственное право. М.: 1900.-18 б.
5. Иоффе О.С. Обязательственное право. -М.: Юрлит, 1975, -26 б.
6. Договор в народном хозяйстве. Алма ата. 1987, -13 б.