

## CONTRACT AGREEMENT AND ITS TYPES

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**Abstract:** In this article, the concept of the contract and its essence, the theories of scientists, the concepts of the contractor and the customer, the rights and obligations of the parties, the evaluation of the work performed in the contract, the responsibility under the contract and the types of the contract are expressed.

**Key words:** Contract contract, contractor, customer, estimate, household contract, construction contract, project and research contract, scientific-research, experimental design and technology contract.

A contract is one of the most common contracts in the market economy and widely used in people's lives. Preparation of technical means of production equipment, manufacturing, construction of houses, buildings, constructions, restoration, repair, design, prospecting works, scientific research works, experimental construction and technological works by concluding a contract. relations are formed [1].

According to the contract, one party (the contractor) is obliged to perform certain work and deliver its results to the customer within a specified period, and the customer is obliged to accept the result of the work and pay for it. takes [2].

A contractual relationship is not a relationship that appeared yesterday. This type of contract is known to us from the time of ancient Roman law. More specifically, Roman law civilists tried to scientifically and practically research the contractual relationship, the basis of its formation, the methods and means of regulating the relationship, the issues of conflict resolution, and tried to regulate it through various normative documents that were in force at that time. The contract (*locatio-conductio operis*) was considered in Roman law as a type of contract (*locatio-conductio*) for the rental of goods, works and services. According to O.S. Ioffe and E.A. Sukhanov, there were three forms of rent in Roman law. They are renting things, renting services and renting works. In the legal system, the lease of things is well developed, since they are similar aspects of contracts for the provision of services and works, and are distinguished from each other by subject matter [3].

M.I. Braginsky, thinking about this situation, said that the main method of meeting the need for various jobs and services was the movement of slaves, which was the basis for such a combination of contracts. If a slave was hired to perform the work, a contract of lease of goods was concluded, if the executor was a free Roman citizen, then a contract or lease of services was concluded. However, service leases and contract agreements are separate. The difference

between them is defined by the fact that a certain economic result (opus) is always achieved under the contract, and such a result is not obtained in the case of service rental [4].

Parties to the contract: the contractor and the customer. The contractor is the executor of the work, and the customer is the assignor of the work. In addition, the subcontractor may participate in the contract. Due to the fact that both the customer and the contractor have rights and obligations in the contract, at the same time, both parties participate in the relationship of obligations as both creditor and debtor.

Pursuant to Article 632 of the Civil Code of the Republic of Uzbekistan, a contract is drawn up on the preparation of the material or its processing (processing) or other work and the delivery of the result to the customer or otherwise.

Unless otherwise stipulated in the contract, the contractor independently determines the methods of performing the customer's task. The contractor is responsible for the inadequate quality of the materials and equipment provided by him, as well as for providing materials and equipment that are the rights of third parties [5].

One of the important terms of the contract is its term. The initial and final dates for the performance of the work are specified in the contract. In most cases, the contract specifies the completion of the work. The contractor plans the work based on this deadline. However, based on the agreement of the parties, the contract may also provide for completion periods (interim periods) of certain stages of the work. These interim periods will depend on the contractor's completion and delivery of a specific portion of the work. The initial, final and intermediate terms of performance of the work specified in the contract may be changed in the cases and in the order provided for in the contract.

The price of the work can be determined by making an estimate.

If the work is carried out according to the estimate prepared by the contractor, the estimate becomes effective from the moment of approval by the customer and remains part of the contract.

The price of the work (estimate) can be estimated or fixed. If there is no such instruction in the contract, the price of the work (estimate) is fixed.

Liability for breach of contract terms. Liability under the contract arises when both parties fail to fulfill their obligations or fail to fulfill them properly.

In most cases, the customer's responsibility is not to accept the result of the work on time, not to pay the contract price on time, if the contractor's work is related to commercial secret or non-disclosure to third parties, and the non-disclosure is the responsibility of the customer is imposed as, and arises when the customer does not comply with this obligation and in other cases. In most cases, if the customer is a citizen, he uses consumer rights and uses the principle "the consumer is always right".

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