Neo Science Peer Reviewed Journal
Volume 16, December 2023 ISSN (E): 2949-7701
www.neojournals.com

==========

SPECIFIC ASPECTS OF THE RELATIONSHIP AND DIFFERENTIATION OF THE CONTRACT AND AGREEMENT IN CIVIL LAW

Akaeva Marapat Abdukhalikovna
Associate Professor, Namangan State University.

Abstract:

The article examinations - the issues of interdependence and the difference between a contract and a transaction in the context of civil law. The author analyzes the features of these legal structures, revealing their interpretation and unique aspects. The article highlights the theoretical and practical aspects of the formation of contractual relations and the implementation of transactions, as well as current legislative norms concern's these legal instruments. The study highlights the importance of a precise distinction between a contract and a transaction to effect legal clarity and compliance with legal norms. Ultimately, the article aims to provide readers with a deep understanding of the principles and features underlining contractual relations in civil law.

Keywords:

Civil law, contract, transaction, interdependence, differences, legal constructions, legal norms, contractual relations, legal clarity, legal aspects, theoretical analysis, practical aspects, legality, differentiation, understanding of legal principles.

Introduction

Within the legal instruments that regulate social relations, contracts and agreements occupy a special place. Contracts have been used by mankind for several millennia as a kind of flexible legal means of regulating various social relations. Another such legal instrument is the law. Of course, the contract regulates the course of work within the framework of the law, determines the scope of their capabilities, directs their behavior. It also defines the consequences that arise in the event of a violation of the requirements of the contract.

The contract is one of the grounds for the emergence, change or termination of civil rights and duties between the parties involved in it, and is the result of mutual agreement. Contracts differ from other types of legal facts in this feature, as well as in the full expressiveness of the parties ' will.

I.B.In zokirov's view, the term contract is used in three senses: legal fact; legal relation on material or intangible interests, based on any legal fact; in the sense of an expressive document, reflecting what individuals (citizens and organizations) agree on. [1]

==========

One of the two main categories of contracts in terms of the content of legal facts is considered to be a component of transactions in the quality of its legal actions, including legal actions.
But there are certain differences between the transaction and the contract.
1. The definition of the transaction in Article 101 of the FK establishes that it consists of the actions of the transaction-makers. The agreement, in turn, arises under Article 353 of the FK as a result of the agreement of two or more persons. So, if one of the differences between the contract and the transaction arises from the action of the transaction, then the contract also requires the agreement of two or more persons, without which the action itself is not enough.
The transaction is distinguished from other legal facts by the fact that it generates a certain legal consequence, achieves a certain legal result, and for this reason the transaction can also be called an ERC statement.
It is known that agreements arise as a result of their actions aimed at establishing, changing and abolishing civil rights and duties between individuals. The concept of transaction is embodied in Article 101 of the FK. The legal status of transactions is considered one of the main institutions of civil law, as well as private law. It is no coincidence that the role of this civil legal institution in the emergence of most civil legal relations is incomparable. Any transaction is associated with the erkind of individuals, is aimed at generating a certain legal consequence and is expressed in a certain form. The creators of transactions are subjects of civil law, the presence of the Erk in them of the conclusion of this Agreement, and the fact that this erk is committed to generating certain legal consequences, and is expressed in a certain form, causes the assessment of this concept as a transaction.
The provisions of the one-way transaction were enshrined in Article 103 of the FK. In a unilateral agreement, only the land of one party is expressed, rights and obligations arise, change or cancel only under the will of one party. It may incur duties for other persons only when prescribed by law or by agreement with these persons. In the case of unilateral agreements, the general provisions on obligations and contracts apply to the legislation, if the forecast does not contradict the nature and essence of the transaction.
An example of unilateral agreements can be a Will, a waiver of inheritance, the issuance of a trust paper, the authorizing approval of the actions of the person represented without obtaining authority. One-sided bigim creates obligations for the person who made it, in a one-sided agreement it is enough for the Erk of one party participating in it to be stated. In unilateral treaties, one of the parties involved has only the right and there is no obligation. On the other side, only commitment will be available. For example, according to the debt agreement established in Article 732 of the FK, one party (lender) gives ownership to the other party (lender) of money or other items marked with signs specific to the type, while the borrower obliges the lender to return items (loan amount) in one way or another, equal to the amount of money or borrowed items. The lender, which is a party to this, only has the right to issue the amount of debt established in the contract, he is not obliged to lend.

Bilateral agreements are concluded in accordance with the Erk of both parties. Such transactions are contracts. The phrase "double" does not specify the number of parties involved in the transaction. For example, a debt contract is a one-way contract, although it itself involves two parties - the lender and the borrowers. The essence of the bilateral agreement is that on both sides the existence of a right and a duty is determined, that is, the right of one party is an obligation to the other party, or vice versa.

In multilateral agreements, the erks of three or more persons are formed by expression. An example of a multilateral agreement is the contract of a simple Company (joint activities). Multilateral agreements are a mutual agreement, that is, a contract, like the xam bilateral agreements.

From this case comes the notion that even if any contract is considered a transaction, any transaction cannot be a contract. Most transactions can only be considered a contract, except for some one-way transactions.

A civil-legal contract is concluded mainly for the formalization of property relations. In some cases, the contract also formalizes personal non-specific rights and obligations. This is characteristic of contracts associated with creative activity in the field of creating the results of intellectual activity, for example, a publishing contract, an author's contract and head contracts.

Such contracts do not specify only the property rights and duties of the parties, the landlord, liability for violation of the terms, deadlines for royalties, but also personal-non-nominal rights, such as whether the author gives the name in his work or issues it anonymously, allows changes to the text of the work. And transactions arise from both material and intangible relations.

From the above, it will be possible to conclude that although the relationship between transactions and contracts is inextricably linked, there are certain characteristics that distinguish them from each other. The concept of "erk", defined in the theoretical provisions of agreements, was instilled in the freedom to conclude a contract in Article 354 of the FK. Mainly citizens and legal entities are free to conclude contracts for it. It is not allowed to force the conclusion of a contract, the obligation to conclude a contract is in the FK, except for the points provided for by another law or by the obligation received. Parties can also conclude an agreement that is not provided for by law.

Parties may enter into a contract (mixed contract) that includes elements of different contracts. In the case of a mixed contract, provisions on contracts whose elements are in a mixed contract apply to the relations of the parties, if no different order is understood from the agreement of the parties or the essence of the mixed contract.

The participation of the state in contractual obligations is usually carried out by its bodies through the conclusion of various contracts and agreements on behalf of the State[2]. In this, the state can participate as a party to any transaction and contract in the Civil Law character. But only in contracts and agreements that can be concluded between legal entities and citizens,

the state cannot participate. For example, a state cannot have a consumer (buyer in a retail purchase and sale contract, customer in a household contract, tenant in a rolling contract) in transactions and contracts. The state also does not participate in transactions as a special subject - insurer, bank, financial agent. Since the state is not an entrepreneur, it also does not participate in transactions that are valid in entrepreneurial activities (it cannot be a trustee and does not participate as a party to a comprehensive entrepreneurial license (franchising) contract)[3].

Rules related to transaction types also apply to contracts.

General provisions on forms of transaction are of fundamental importance to contracts. After all, when concluding a contract, ERK's way of expressing takes the field as a sign that he is real. If the law does not provide for a certain amount of gaakl prescribed for certain types of contracts, the contract can be concluded in any form provided for the conclusion of transactions (article 366 of the FK).

ERK's ways of expressing can be structured in the manner of oral, written, concludent and silent rhizolic symptom. All provisions on the form of transactions are also applied to contracts. For example, Article 107 of the FK on the form of the transaction establishes that the mutual exchange of letters, telegrams, telefonograms, teletypograms, faxes or other documents representing the subjects and the content of their will, if the legislation or the agreement of the parties does not provide for the procedure to the head, is equated to the agreement concluded in written form, article 366 of the FK it is established that the telephone, electronic communication or document can be formed by exchanging documents using head communication, which allows you to reliably determine whether the hand in the contract is drawn up, and they are equated to the form of a written contract.

Agreements, the terms of validity and the issues of finding it invalid, the norms on its consequences are also fully extended to contracts. For example, the general provisions of contracts do not contain norms on self-invalid and disputed contracts, and naturally apply to them the norms of articles 112-128 of the agreements.

But the following conditions are important for contracts to be considered valid in connection with the fact that they arise as a result of an agreement, and not just an act of the parties.

1. The content of the contracts must be drawn up in accordance with the requirements of the current civil code, the law "on the contractual legal base of economic entities"and the legislation of the head, as well as international legislation;
2. Whether the contract is in accordance with the rules of legal conduct and universal rules;
Z. Parties(entities) entering into contractual relations must have the authority to conclude a contract;
4. Must be formalized in the form required by the law;
5. The person making the contract must be free from internal and external pressure of his will;
6. What really should be concluded in order to give birth to a legal consequence;

In addition to the above, in some cases, economic contracts also require the presence of a signature of legal service entities.

The contract itself must correspond to universal values. Those who contract must have the ability to conclude a contract. The ability to conclude a contract is observed differently in different subjects. For example, in relation to the right and treatment capacity in citizens, in legal entities it is associated with special and universal legal capacity. The capacity to conclude a contract consists in the capacity to realize its consequence. It is only after citizens are recognized from the age of 18, and legal entities from the state as subjects.

When the competence of citizens to conclude a contract is studied, attention is paid to the state of ownership of their handling capacity. Under our civil law, if a citizen turns 18 years of age and is sane, he will have the right to full treatment. A citizen under the age of 18 is found to be a minor, and he or she is found to be either incompetent or partially meritorious. The difference between a minor and a minor is determined by biological-physical, legal, psychological criteria. Having the capacity to be treated, it means having the ability to personally carry out various legal actions: to conclude contracts, issue credentials, as well as to be responsible for the property losses incurred, obligations to the contract and the head.

Under Article 29 of the fk, transactions for minors (minors) under the age of fourteen can be made on their behalf only by their parents, adopters or guardians.

Children under the age of six to fourteen years have the right to independently carry out the following:

1) small household transactions;

2) aimed at free profit, notarization
or agreements that do not require state registration;

3) a legal representative or a third party with his consent
given by for a specific purpose or free disposal
transactions on the disposal of funds.

In the case of transactions of a minor, including transactions made independently by himself, his parents, adopters or guardians, the property is liable if they cannot prove their guilt in the violation of the obligation. These individuals will also be responsible for the harm caused by children of law-abiding, underage age.

Minors between the ages of fourteen and eighteen are entitled to independently do the following without the consent of their parents, adopters and sponsors:

1) dispose of their salary, scholarship and other income < BR > ;

2) implementation of the right of the author of science, literature or a work of art, invention or other result of his intellectual activity guarded by law;

3) to make deposits to credit institutions in accordance with the law and dispose of them;

4) may domestic transactions as well as in Article 29 of the FK
conclusion of other agreements provided for.

Minors between the ages of fourteen and eighteen are independently liable for the transactions they make. Such minors are liable in accordance with the prescribed procedure for the damage they have caused.

From the above, all subjects of civil law can conclude a contract only within their competence. Otherwise the contracts they have entered into may be deemed invalid.

Contracts must be formalized in the form required by law. As you know, transactions must be in oral or written form. There are forms of the written form that are simply written, notarized and require state registration, it is in this case that compliance with the conditions of this formalization is required.

Failure to comply with the simple written form of the transaction under Article 109 of the fk does not lead to its invalidity, but in the event of a dispute deprives the parties of the right to confirm the conclusion, content or fulfillment of the transaction by witness testimony. The parties have the right to confirm the conclusion, content or fulfillment of the transaction with written or other evidence.

Notarial approval of the contract is carried out by writing a certificate of approval by a notary or other official who has the right to carry out such a notarial act in a document corresponding to the requirements of Article 107 of the FK. In cases specified in the law and at the request of one of the parties, it is imperative to notarize contracts:

Conclusions to say: - the study studied above can be concluded that on the basis of materials, the contract is a universal means of Legal Regulation. In the future, as a result of an increase in the legal consciousness, legal culture, legal literacy of people, the scope of the application of contracts will also expand further, and if it was said that it is also used in other areas of law, it would have never been wrong.

- above, we studied the definitions that famous legal scholars gave to the contract and agreement. They gave different definitions of the treaty. I consider the concept of the contract specified in Article 353 of the FK of the Republic of Uzbekistan to be purposeful, having studied the concepts given by them. According to this article, "the agreement of two or more persons to create, amend or abolish civil rights and duties is called a contract". If we analyze this concept of contract, then the following situations are clearly manifested:

first, the parties to the contract are obliged to have two or more, which means that the individual subject cannot conclude a contract with himself;

secondly, the treaty is the basis for the Establishment, Amendment or termination of civil rights and duties;

third, the contract is always embodied in the way the parties agree, while the agreement can only arise on the basis of mutual equality, discretion and full consent (consensus) ;

-There is also a certain connection between the concept of a transaction in Article 101 of the FK and the concept of a contract in Article 353. Article 101 of the fk states that the actions of" citizens and legal entities "are a transaction, while Article 353 establishes that the agreement of" two or more persons " is considered a contract. In both, it is necessary not to draw the conclusion that a subject of civil law with a special status is not provided for by the state, which means that the state does not participate in the relations of the contract and agreement.

-the criterion for the presence of agreements is the expression of the erk-will, while the main criterion for being in contracts is determined by the expression of rights and obligations. The agreement can only arise with the husband of one Taman, and the contract does not arise with the husband of one party, but rather it is required that there is necessarily an agreement here. In our opinion, there are differences between the transaction and the contract, but this discrepancy is due to differences between the categories of generality and isolation.

References

1. Зокиров И.Б. Фуқаролик ҳуқуқи. -Т.: ТДЮИ. 2006. –Б. 280.
2. Баратов М.Х. Бозор муносабатлари шароитида давлатнинг фуқаролик ҳуқуқий мақоми. Ю.ф.н....дисс. Автореферати. –Т.: 2005.
3. Гражданское право. Под. ред. А.П.Сергеева, Ю.К.Толстого. –М.: Проспект. 2003. –С. 236.