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Interpretation of Civil Legal Contracts as a Legal Fact

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Annotation: In this article, as a legal fact, an agreement is analyzed, which is considered one of the main instruments in the circulation of goods and money, creates, changes and cancels the rights and obligations of the parties. According to scholars of civil law, the term contract has three meanings: a legal fact; a legal statement about material interests based on a legal fact; it is used in the sense of a document that reflects and represents what individuals (citizens and organizations) mutually agree on. Here it is considered and studied in its first meaning - a legal fact.

Key words: agreement, contract, legal fact, freedom of contract, free will.

Civil law contracts have a special place in the system of legal facts. Because, by concluding a contract, subjects of civil law create, change or cancel civil rights and duties for themselves. Contracts are also defined in the Civil Code of the Republic of Uzbekistan as the basis for creating civil rights and duties. Part 1 of Article 8 of the Civil Code (hereinafter “CC”) states that "civil rights and duties arise from the bases provided for by legal documents, as well as from the actions of citizens and legal entities, although not provided for by legal documents, but according to the general principles and content of civil legal documents which give rise to civil rights and duties, it is stated that "civil rights and duties arise from contracts and other transactions provided for by law, as well as from contracts and other transactions that are not provided for by law, but are not contrary to it" in paragraph 1 of Part 2 of this article and the creation of obligations shows the importance of contracts.

It should be noted that the concept of contract and its related categories have been widely and comprehensively analyzed in the theory of civil law. However, it cannot be said that the issue of importance and essence of contracts as a legal fact has been sufficiently studied. Based on the above-mentioned norms, contracts can be divided into the following two types as the legal basis for the creation of civil rights and obligations:

1. Contracts stipulated by law.

2. Contracts not provided for by law, but not contrary to it.

The category "Contracts provided for by law" acts as a legal fact when it is concluded as a means of establishing civil rights and obligations. Because the current legislation sets certain requirements for the contracts stipulated in the legal documents, and failure to comply with such requirements may lead to the contract being considered invalid and the rights and obligations that should arise based on it not having been established.

Part 1 of Article 354 of the FC stipulates the rule that "citizens and legal entities are free to conclude a contract" and this is a situation that determines the impact of a contract on rights and obligations as a legal fact and expresses its essence as a legal construction. Therefore, according to the current legislation, an agreement between two or more persons to create, change or cancel civil rights and obligations is called a contract (Part 1 of Article 353 of the Criminal Code).

According to I.B. Zakirov, the term contract has three meanings: legal fact; legal attitude about material interests based on a legal fact; it is used in the sense of a document that reflects and represents what individuals (citizens and organizations) mutually agree on. Here it is seen and studied in its first meaning - a legal fact.

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The contract serves as the basis for establishing, changing or canceling legal relations. But the action of the contract is not limited to this. If other legal facts are completed by creating, changing or canceling a legal relationship according to the general rule, the contract differs from these legal facts and regulates the behavior of the participants in the legal relationship within the framework defined by legal norms, in addition to defining, changing or canceling the legal relationship. determines the rights and duties of the participants of the legal relationship[2].

Analyzing the provisions of Article 353 of the Criminal Code, where the concept of a contract is defined, E.S. Kanyazov says the following: judging from the definition of a contract provided for in this article, the following characteristics of a contract can be distinguished:

- as a legal relationship: it determines, changes or cancels the civil rights and obligations of the participants;
- as a legal fact giving rise to obligations: the conclusion of the transaction created a civil-legal relationship;

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[2] Zakirov I.B. Civil law: Textbook Part I.-Tashkent: TSIL, 2009.-455 p.

- as a document recording the occurrence of an obligation at the will of the participants: the agreement can be concluded in writing[3].

According to N.D. Egorov, contracts are understood in different ways, but first of all, it is necessary to recognize the essence of the contract as a legal fact, which is a means of creating, changing and canceling civil rights and obligations[4].

According to some literature, contracts, as a unique legal instrument, represent the satisfaction of one person's interest with the satisfaction of another party's interest. In this case, the parties will try to fulfill the rights and obligations assumed by them and arising as a result of the contract[5].

According to H.R. Rahmonkulov, the contract as a form of legal regulation serves as a means of expressing and formalizing the will and actions of the contract participants[6].

In addition to these opinions, contracts as a legal fact differ from other types of legal facts in that they are based primarily on the will of the participants in creating civil rights and duties, and such rights and duties manifest themselves according to the wishes of the parties. Consequently, in most legal facts, rights and obligations may arise independently of the will of the parties. For this reason, the principle of freedom to conclude contracts plays an important role in the analysis of the uniqueness of the contract as a legal fact.

In a number of legal literatures, three cases of the principle of freedom of contract are shown separately. In particular, while A.M. Mukhammadiev researched the principle of freedom of contracts, it should be noted that the principle of freedom of contracts is expressed in the core of the above-mentioned three main elements of concluding a contract, choosing its terms, choosing counterparty when concluding a contract, changing and canceling the terms of the contract, and other situations.

In addition to these opinions, distinguishing the manifestation of the principle of freedom of contracts in the above three forms; it makes it easier to clearly express the rights of the parties regarding the freedom of contracts and to exercise subjective civil rights regarding the conclusion of a contract, its execution and the choice of a counterparty[7].

M.I. Braginsky and V.V. Vitryansky in the first chapter of their multi-volume century dedicated to the law of contract, published by them, freedom of contracts: citizens and legal entities to conclude contracts, to give the parties the opportunity to conclude any contracts provided for or not by law, the parties themselves they admit that it arises from the situation of freely choosing the terms of the contract[8].

In a number of literatures, it is emphasized that the above three situations should be reflected in the internal structure of this principle, which represents the uniqueness of contracts as a legal fact[9].

N.D. Egorov analyzes the norm defining the principle of freedom of contracts and distinguishes the following important aspects of it:

Firstly, the freedom of contracts implies that subjects of civil law freely decide whether to conclude a contract or not;

Secondly, freedom of contract represents the freedom to choose a partner when concluding a contract;

Thirdly, the freedom of contract determines the freedom of the participants of civil transactions to choose the type of contract;

Fourthly, freedom of contract assumes that the parties can choose the terms of the contract based on their free will[10].

In our opinion, these opinions expressed in relation to the category of freedom of contracts are important in determining the nature, purpose and function of the contract as a legal fact, and in the systematic and structured clarification of the concept of the contract as a legal fact. At the same time, in order to evaluate the contract as a legal fact, compliance with the requirements related to its form and content requires special attention. Because, according to the general rule, when the contract is made in the form required by the law and the conditions regarding its content are observed, it is valid and serves to fulfill its function as a legal fact.

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[3] Commentary on the Civil Code of the Republic of Uzbekistan. Volume I.-Tashkent: 2010. "Vector-Press" publishing house, - 746 p.
[4] Гражданское право: Учеб.: В 3 т. Т.1.-6-е изд., перераб. и доп./Н.Д.Егоров, И.В.Елисеев идр.; Отв.ред. А.П.Сергеев, Ю.К.Толстой.-М.: ТК Велби, Изд-во Проспект, 2003.-584 с.
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[6] Rahmankulov H. Obligation law.-Tashkent: TSIL, 2005.-222 p.
[7] Mukhammadiev A.M. Theoretical and practical problems of the principles of civil law.-Tashkent: TSIL, 2010.-127 p.
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[10] Гражданское право: Учеб.: В 3 т. Т.1.-6-е изд., перераб. и доп./Н.Д.Егоров, И.В.Елисеев идр.; Отв.ред.

Article 366, parts 1-4 of the CC contains requirements for the form of the contract. According to it, 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 agreements.

A contract subject to notarization or state registration shall be deemed concluded from the moment of notarization or registration, and if notarization and registration is required - from the moment of registration of the contract.

If the parties have agreed to conclude a contract in a certain form, although the law does not require such a form for contracts of this type, the contract is considered to have been concluded after it has been brought into the prescribed form.

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 makes it possible to reliably determine the origin of the document from the party to the contract.

Only a contract concluded and formalized in accordance with the requirements of the law can be recognized as a legal fact. Otherwise, such a contract may be considered invalid and the creation, modification and annulment of civil rights and obligations based on it may be considered invalid.

The requirements regarding the content of the contract are derived from the classification of conditions in it and cause the contract to be considered valid or invalid depending on the state of expression of this or that condition in the contract. According to the general rule, the terms of the contract are divided into: important, usual and incidental terms.

If the parties have reached an agreement on all the important terms of the contract in the form required in such cases, the contract is considered concluded.

Conditions on the object of the contract, conditions considered important or necessary for this type of contract in legal documents, as well as all conditions that need to be agreed upon by the application of one of the parties are considered important conditions (Parts 1-2 of Article 364 of the Civil Code).

Existence of important terms of the contract and its conclusion in the prescribed form mean that the contract has been concluded and civil rights and duties have arisen under it, and from that moment on, the contract appears as a legal fact. Based on the unique characteristics of the contract as a legal fact, it is possible to solve the issues of improving the legal documents aimed at applying the contracts in practice, solving practical disputes related to them and regulating contractual relations. After all, determining whether rights and obligations have arisen on the basis of contracts, which are a form of legal fact, is of particular importance in the protection of subjective civil rights and the protection of the legal interests of a person.

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