



The foundations of the emergence of the right of obligation and the civil-legal nature

**Rajabov Sherzodbek
Ravshanbekovich**

Employee of Ministry of justice Republic of Uzbekistan, Master of Law,
Tashkent city, Uzbekistan
E-mail: sherzodbekrajabov@gmail.com

ABSTRACT

This article analyzes the foundations and importance of the law of obligation in the legislation of Uzbekistan from a scientific and practical point of view. In addition, the importance of obligations in civil-legal relations was analyzed, and suggestions and comments aimed at eliminating problems and shortcomings related to the field were put forward.

Keywords:

Right of obligation, liability, duty, creditor, debtor, joint debtor, contract, transaction, evidence, surety, guarantee, zakat, legal facts, monetary obligation

Introduction

It is known that various rights and obligations arise as a result of relations that arise in society. That is, where there is a right, there is also an obligation.

The President of our country, Shavkat Mirziyoyev Miromonovich, in his speech dedicated to the 24th anniversary of the adoption of the Constitution of the Republic of Uzbekistan (December 7, 2016) stated that "in order to ensure the rule of law, it is important to raise legal culture and educate citizens in the spirit of respect for the law" [1]. It's not for nothing that he mentioned it.

Contractual and other civil-legal relations are emerging in a country based on today's market economy. In turn, such relations cause a certain obligation to arise between the parties. In such cases, it is important for the participants of the contract and other civil-legal relations to comply with the terms of the contract and fulfill their obligations.

The concept of obligation is not very common in our daily life, but it is often encountered. But this term has legal and non-legal meaning. An obligation that does not have a legal meaning does not create legal relations between any persons, based on an obligation in a legal sense certain legal relations arise with the participation of certain persons [2].

According to Article 1 of the Civil Code of the Republic of Uzbekistan, citizens (individuals) and legal entities have their civil rights according to their will and exercise these rights in their own interests. They are free to determine their rights and obligations on the basis of the contract and determine any terms of the contract that do not conflict with the law.

The law of obligation is a set of civil legal norms that regulate social relations related to the transfer of property, performance of work, provision of services or payment of money, or refraining from certain actions [3]. We can see that the fulfillment of obligations is expressed in a broad sense as "fulfilment of duties". Because,

according to the legal nature, obligations are related to the implementation of a specific action, which means that the obligee must fulfill his obligation.

The right of obligation regulates property relations as a set of norms of civil law, and due to this, the obligation takes the form of legal relations [4]. By the way, obligations are directly related to property relations and arise as a result of property actions. However, obligations can be expressed not only in property relations, but also in the non-performance of a certain non-property action.

Literature Analysis And Methods

In legal literature, the right of obligation is mainly understood as a guarantee of the fulfillment of the terms of the contract. Obligation law in a broad sense is a civil legal relationship between legal subjects.

It is worth noting that our national legislation belongs to the Romano-Germanic family of law, so the fundamental basis of our civil legislation is related to the norms of Roman law. In other families of law, civil legislation, including the law of obligation, has a slightly different form.

For example, Islamic jurists have also discussed the obligations arising from contracts. The law of obligations in Islam is fundamentally different from Roman or other legal systems. According to Islam's doctrine of obligation, a person's obligation to God is the most important obligation. Civil obligations are in the second place. According to Muslim law, obligations are divided into unlimited and limited. Unrestricted obligations, although not defined by law, people are obliged to fulfill them. For example, helping a person in danger, providing material and moral support to the poor. Limited liabilities include statutory liabilities. These obligations, in turn, are divided into two types: haqqullah (that is, a person's obligations to God) and haqqunnos (a person's obligations to others arising from civil agreements) [5].

Some legal scholars associate the emergence of obligations with legal facts. In particular, in B.R. Topildiyev's opinion, defining the foundations of the emergence of civil rights and obligations with the general term "legal facts"

allows to connect these foundations to a certain extent with the general criterion - the state of legal consequences. Such a legal consequence is determined by the norms of law, and the emergence of a legal fact, i.e., the emergence of the grounds established by law for the emergence of civil rights and obligations, is regulated by the norms of law.

According to N. D. Egorov, in this case, legal facts serve as a link between legality and civil-legal relations. Without legal facts, no civil-legal relationship can be created, changed or terminated.

According to N. D. Egorov, I.B. Zokirov, while continuing his thoughts on civil rights and obligations, he noted that for the existence of civil-legal relations, there must be some situations that are directly provided for in legal norms, as well as not provided for in accordance with the general principles and content of civil law [6].

In our opinion, the emergence of civil-legal relations and obligations is directly related to the emergence of legal facts, and as a result of legal facts, some civil-legal relations and obligations arise.

Obligation law is one of the leading sub-fields of civil law, and it consists of relevant institutions and auxiliary institutions according to the characteristics of property relations regulated by its norms. This situation is related to the regulation of the provision of the needs of individuals and legal entities in many aspects of social life through the norms of the law of obligations [7]. For example, as a result of the debtor's non-fulfillment of his obligations in accordance with the contract or the law, the methods of fulfilling the obligation are provided, i.e., bailment, pledge, retention of the debtor's property, surety, guarantee, zakat and other methods provided for by the law or the contract will come.

In particular, as a result of the obligation arising as a result of the debtor's non-fulfillment or improper fulfillment of his obligations to the creditor, a form of civil-legal relationship is subject to the right of obligation.

According to the nature of civil law, most of the obligations consist of property relations, such as

transferring property, giving it to a counterparty for use, giving him money as payment for a debt or in the form of a loan, performing construction work, various rendering of services (transportation, storage, settlement) and b. consists of However, the content of the obligation may consist of the right to demand and undertake the performance of any legal actions, if they are in accordance with the law and do not belong to the sphere of moral relations [8]. Therefore, the right of obligation, in turn, is considered a property relationship, and one of the important aspects of obligations covers the relationships that appear in the performance of property relations based on the contract, law and moral norms.

Also, in some sources, another important aspect of obligations is emphasized, and there are views that obligations can arise not only as a result of civil-legal relations, but also as a result of administrative-legal relations. Such relations may arise mainly as a result of an administrative body or official causing damage to the property of individuals and legal entities and other circumstances. However, it should be taken into account that the right of obligation is not an administrative-legal relationship, but a civil-legal relationship.

In particular, administrative law is closely related to civil law. These two legal networks in some cases regulate the same social relations using different methods. For example, according to the order of the competent state body, one economic organization gives a building or structure to another. In this case, the state management body uses the method of authority, that is, the property relationship of two economic organizations is regulated with the help of administrative law. Civil law determines the content of the contractual relationship between this organization [9]. It is clear from this that administrative law and civil law are closely related to each other and regulate one or another social relations depending on the subject of science.

It can be seen from the above that the obligations arising between the debtor and the creditor as a result of civil-legal relations are related to the performance of certain tasks, the

transfer of money or other objects, and on the grounds that arise as a result of damage.

Methods such as summarization, deduction, deduction, systematic approach, comparative-legal analysis and study of practical materials were used in the preparation of the scientific article.

Discussion And Results

According to Article 234 of the Civil Code of the Republic of Uzbekistan, an obligation is a civil legal relationship based on the obligation of one person (debtor) to perform a specific action in favor of another person (creditor), such as: transfer of property, performance of work, is obliged to provide services, pay money, etc., or refrain from certain actions, while the creditor has the right to demand the debtor to fulfill his obligations. Obligations arise from the contract, as a result of damage and other grounds specified in this Code.

It can be seen that obligations arise as a result of contractual and other relations between two persons. In this, the creditor and the debtor participate as parties, the debtor performs a certain action, and the creditor has the right to claim. The important point is that in the emergence of obligations, only the performance of a certain action by the debtor in favor of the creditor and not covered by the creditor's right to demand, but also the rights of the debtor exist.

In order for the obligation to arise, there must be separate legal facts or legal actions (for example, in addition to concluding a contract with a foreign or domestic counter-agent for the export or import of certain products, it is also required to obtain an appropriate permit) [10]. Legal facts and actions arise as a result of contract or damage. In this case, obligations may arise as a result of contracts.

A court decision aimed at defining civil rights and obligations can be a special basis for the emergence of an obligation [11] It occurs as a result of the creditor's filing of a lawsuit against the debtor who failed to fulfill his obligations as a result of the contract and other transactions.

In particular, according to Article 10 of the Civil Code of the Republic of Uzbekistan, civil rights

are protected by a court, an economic court or an arbitration court, depending on which court the cases are referred to, as determined by procedural legislation or a contract.

Also, in accordance with Article 3 of the Civil Procedure Code of the Republic of Uzbekistan, any interested person may file civil cases in accordance with the procedure established in the legislation on the conduct of civil court cases to protect the violated or contested rights or interests protected by law. has the right to appeal to the court (court).

If there are several methods of securing the right of obligation according to civil law, all these methods lead to legal consequences as a result of the debtor's voluntary non-fulfillment of his obligations [12]. Therefore, the methods of ensuring the fulfillment of obligations are strengthened through the legislation, and the fulfillment of obligations is carried out in accordance with the procedure established by the legislation or the contract.

The civil law stipulates that the obligations arising between the parties must be fulfilled voluntarily, honestly and in good faith, and failure to comply with this may lead to certain legal consequences. In such cases, the legislation has determined the methods of fulfilling obligations, in particular, according to Article 259 of the Civil Code of the Republic of Uzbekistan, the fulfillment of obligations can be carried out by lien, pledge, retention of the debtor's property, surety, guarantee, zakat and other methods provided for by law or contract. can be provided.

It should be noted that "the moral law itself is expressed in the obligation, recognizes the possibility of not complying with it, recognizes the concept of good along with the concept of evil" [13]. Such considerations led to the opinion that, according to individual researchers, the abuse of rights often has the character of violating moral norms.

At the same time, high legal culture and respect for laws of the participants of civil-legal relations is also important in fulfilling obligations.

Now, if we talk about the parties of the obligation, the first part of Article 235 of the

Civil Code of the Republic of Uzbekistan stipulates that the parties of the obligation can be one or several persons at the same time as a creditor or debtor.

The parties to the obligation can be one or several persons at the same time as a creditor or debtor. It is also established that two different types of situations may exist, in the case of a simple situation, each of the parties to the obligation has one person, and in a complex situation, one of the parties, or both parties, consists of several persons. In the next case, there is a situation called participation of many persons in the obligation. Such cases are divided into two types: shared and solidar (joint). It is important to note that all participants of civil-legal relations can be parties to the obligation: citizens (individuals), legal entities, the Republic of Uzbekistan, self-government bodies of citizens [14].

In Article 3 of this Code, civil legislation defines the legal status of participants in civil transactions, the basis for the creation of property rights and other material rights, rights to the results of intellectual activity and the procedure for their implementation, contractual obligations and other obligations, as well as other property and regulates personal property relations related to.

Also, according to Article 3 of the Law "On the Contractual-Legal Basis of the Activities of Business Entities" [15], one of the parties undertakes to provide goods, perform works or provide services in the field of business activity within the stipulated period, and the other party undertakes to provide goods , an agreement to accept works, services and pay for them is called an economic contract.

It can be seen from these norms that the parties to the obligation are the creditor and the debtor, and they can be natural and legal persons, citizens' self-government bodies.

The law of obligations is one of the key branches of civil law, defining legal relations associated with the emergence, change and termination of obligations. The importance of this area of legislation is due to the fact that it regulates agreements and contracts between subjects of

legal relations and influences a wide range of civil relations.

The fundamentals of the law of obligations are established by law; their definition and interpretation play an important role in the process of applying the norms of this branch of law. Civil legal interpretation of the fundamentals of the law of obligations is an integral part of judicial practice and law enforcement activities.

The first and fundamental principle in the field of law of obligations is the principle of freedom of contract. This means that the parties have the right to enter into agreements at their own discretion, determining the terms and content of the obligation. However, this right is limited by public order, morality and law.

The second important aspect is the principle of fulfilling obligations in good faith. The parties must act honestly and in good faith in fulfilling their obligations. This principle implies that the parties are obliged not only to comply with the letter of the law, but also to act within the framework of generally accepted standards of morality and justice.

The third important aspect in the law of obligations is the principle of ensuring the fulfillment of obligations. This means that the parties can provide for measures to ensure the fulfillment of their obligations, such as pledge, surety and others. These measures help reduce the risk of non-fulfillment of obligations and ensure the stability of civil relations.

It is important to note that the civil law interpretation of the principles of the law of obligations is not limited only to the rules of law. Jurisprudence and doctrine also play an important role in the interpretation and development of this branch of law. Courts make decisions that can shape new rules and standards, and scholars and lawyers analyze them and develop theoretical concepts of the law of obligations.

In addition, in modern conditions, the civil law interpretation of the principles of the law of obligations also takes into account international norms and standards. The world economy and globalization require harmonization and compliance with international treaties and

agreements, which also affects the understanding and application of the law of obligations.

In conclusion, the law of obligations plays an important role in a civil legal society, defining legal relations between entities. The civil law interpretation of the principles of the law of obligations is based on the principles of freedom of contract, conscientious fulfillment of obligations and enforcement. It also takes into account case law, doctrine and international standards, making it a dynamic and evolving branch of law

Conclusions And Suggestions

From the above analysis, it can be seen that the totality of civil-legal relations arising as a result of the debtor's right to perform a certain action in favor of the creditor and the creditor's right to demand it is considered an obligation, and the emergence of obligations is simultaneously between the parties, that is, the creditor and the debtor leads to relationships.

Also, obligations arise from the contract or as a result of damage, fulfilling the terms of the contract and compensation for damage caused as a result of damage. Obligations in the broadest sense are the need to fulfill a duty that arose as a result of a contract and damage.

Most of the obligations consist of property relations, and non-property relations cover relations such as the debtor's performance of certain actions or inactions or refraining from doing so in front of the creditor.

It is worth noting that it is important for the participants of civil-legal relations to have a high legal culture and a spirit of respect for laws in fulfilling their obligations.

References

1. Mirziyoyev Sh. Ensuring the rule of law and human interests is a guarantee of the country's development and people's well-being. - T., 2017. - p. 10.
2. Rahmankulov Haji-Akbar. Law of Obligation (General Provisions). / "Private Law" specialization of higher educational institutions for master's

- students. -T.: TDYI publishing house, 2009. -316 pages.
3. Civil law: Textbook. Part I/ Authors' team - T.: TDYU publishing house, 2016. -312 pages.
 4. Rahmonkulov H.A. law of obligation (General Rules). Specialization "Private Law" of higher educational institutions in the specialty of law is for master's students. -T.: TDYI publishing house, 2009. -316 pages.
 5. Muslim law: MIA textbook for higher education institutions / S.A. Ishakov, A.R. Rakhmanov. - T.: Ministry of Internal Affairs Academy of the Republic of Uzbekistan, 2012. - 177 p.
 6. Legal fact based on occurrence civil rights and obligations. B.Topildiev, R. Khursanov, Tashkent state University of Law Republic of Uzbekistan// Ilkogretim Online - Elementary Education Online, 2021; 20 (3): pp. 1695-1698 <http://ilkogretim-online.org>
 7. Rahmonkulov H.A. law of obligation (General Rules). The "Private Law" direction of higher educational institutions in the specialty of law is for master's students. -T.: TDYI publishing house, 2009. -316 pages.
 8. Commentary on the Civil Code of the Republic of Uzbekistan. Volume 1 (part one) Ministry of Justice. - T.: "Vector-Press", 2010. - 816 p. – (Professional (qualified) reviews).
 9. Administrative law: Textbook/ Kh.T.Odilqariyev, I.Ismailov, N.T.Ismailov et al.: prof. Under the general editorship of H.T.Odilqariyev and B.E.Kasimov. - T.: Ministry of Internal Affairs Academy of the Republic of Uzbekistan, 2010. - 640 p.
 10. Commentary on the Civil Code of the Republic of Uzbekistan. Volume 1 (part one) Ministry of Justice. - T.: "Vector-Press", 2010. - 816 p. – (Professional (qualified) reviews).
 11. Commentary on the Civil Code of the Republic of Uzbekistan. Volume 1 (part one) Ministry of Justice. - T.: "Vector-Press", 2010. - 816 p. – (Professional (qualified) reviews).
 12. Odilkariyev H.T. Theory of state and law. Textbook. - Tashkent. "Adolat", 2018. - 528 p.
 13. Шеллинг Ф.В.И. Философские письма о догматизме и критицизме // Собр. соч.: В 2 т. М.Мысль, 1987. Т.1. С. 73.
 14. Commentary on the Civil Code of the Republic of Uzbekistan. Volume 1 (part one) Ministry of Justice. - T.: "Vector-Press", 2010. - 816 p. – (Professional (qualified) reviews).
 15. aw of the Republic of Uzbekistan "On the contractual and legal basis of the activities of economic entities". 670-I 29.08.1998// <https://old.lex.uz/docs/-18942>