
EUROPEAN INTERNATIONAL JOURNAL OF MULTIDISCIPLINARY
RESEARCH AND MANAGEMENT STUDIES

VOLUME04 ISSUE10

DOI: <https://doi.org/10.55640/eijmrms-04-10-03>

Pages: 15-19



IMPROVEMENT OF THE CONTRACT FOR THE PROVISION OF PAID SERVICES IN THE
CIVIL LAW OF THE REPUBLIC OF UZBEKISTAN

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ABOUT ARTICLE

Key words: Contract, services, types of services, contract for the provision of paid services, employment contract.

Received: 02.10.2024

Accepted: 07.10.2024

Published: 12.10.2024

Abstract: The article is devoted to the consideration of the contract for the provision of paid services on the basis of the civil legislation of the Republic of Uzbekistan and the issues of its improvement. A contract for the provision of paid services is one of the key elements of the civil legislation of the Republic of Uzbekistan. It regulates the relationship between the parties, where one party (the contractor) undertakes to provide certain services, and the other party (the customer) undertakes to pay for these services. The definition and content of the contract for the provision of paid services are given, the features, legal characteristics and classification of types of contracts for the provision of paid services in the areas of economic and socio-cultural activities are considered. The article discusses the complexity of distinguishing between the norms of labor and civil law in the regulation of relations for the provision of services, which is manifested in cases where the service is provided by an individual, and not by a legal entity. The distinctive features of an employment contract and a contract for the provision of paid services on the basis of civil and labor legislation of the Republic of Uzbekistan are considered. Certain proposals are formulated to improve the civil legislation of the Republic of Uzbekistan in the field of application of the contract for the provision of paid services.

INTRODUCTION

According to the Civil Code of the Republic of Uzbekistan, a contract for the provision of paid services is an agreement that establishes the rights and obligations of the parties. The main elements of the treaty include:

Subject of the contract: a clear definition of the services that will be provided.

Rights and obligations of the parties: specification of what the contractor must do and what the customer expects.

Price of services: the amount of remuneration for services rendered, the procedure and terms of payment.

A contract for the provision of paid services may be concluded in writing or orally, depending on its nature and scope. However, to protect the interests of the parties, it is recommended to draw up the contract in writing, especially if the services are complex or high-value. The contractor is obliged to perform services efficiently and within the time specified in the contract. The customer, in turn, is obliged to pay for the services in the agreed amount. If the services were provided improperly, the customer has the right to demand the elimination of deficiencies or a reduction in payment. The Civil Code establishes that in the event of improper performance of obligations, one of the parties may be liable for losses. This can include both direct losses and lost profits. A contract for the provision of paid services may be terminated by agreement of the parties or if one of the parties fails to fulfill its obligations. It is also possible to terminate the contract on other grounds established by law.

The service sector, as can be seen from the practice over the years of independence, is one of the most promising, rapidly developing sectors of the economy of the Republic of Uzbekistan. It covers a wide range of activities, from trade and transport to finance, insurance and intermediation. Hotels and restaurants, laundries, hairdressers, educational, sports institutions, travel agencies and others belong to the service sector. Almost all organizations, regardless of the form of ownership, provide services. As production becomes more complex and the market is saturated with goods, the demand for services grows. The service sector is ahead of the production sector in terms of growth rates and the emergence of new types of services, in its adaptation to the needs of the market and consumers.

At present, this contract, which is covered by Chapter 38 of the Civil Code of the Republic of Uzbekistan "Paid Provision of Services" [2], occupies an increasingly prominent place in the country's economy in the modern conditions of transition to market relations. This is explained by several reasons. Developing, in the modern conditions of a market economy, a contract for the provision of paid services reveals topical problems that should subsequently be regulated by civil legislation. The categories of services are quite widely enshrined in the Civil Code of the Republic of Uzbekistan, which contains a number of chapters regulating the provision of paid services. The rules of Chapter 38 of the Civil Code of the Republic of Uzbekistan follow extensive regulatory material on contractor-type relations, and it provides for the possibility of applying to contracts for the provision of paid services not only the general provisions on contracting, but also a number of provisions on domestic contracting. The scope of application of a contract for the provision of paid services is very diverse. The Civil Code of the Republic of Uzbekistan defined the scope of application and the main types of services. But, based on practice, it can be seen that at present the scope of this contract is expanding, new types of services are emerging, which subsequently need civil legal regulation. Each area of the contract for the provision of paid services is regulated by the Civil Code of the Republic of Uzbekistan, laws, regulations, rules and instructions.

The definition of a contract for the provision of paid services is given in the Civil Code of the Republic of Uzbekistan. Thus, in accordance with Article 703 of the Civil Code of the Republic of Uzbekistan, "under a contract for the provision of paid services, the contractor undertakes to provide services (perform certain actions or carry out certain activities) that do not have a material form, and the customer undertakes to pay for these services" [2]. It follows from the content of Article 703 of the Civil Code of the Republic of Uzbekistan that a service is a certain action or a certain activity carried out by the contractor on the instructions of the customer. These actions or activities are aimed at achieving a certain goal.

In the specialized literature, there is a widespread point of view that a service does not produce a material result and does not exist after the completion of the service provider's activities, otherwise the relations that have arisen are mediated by obligations to provide services. The presence or absence of the result does not affect the decision on the liability of the service provider. The qualifying factor is the performance by the service provider in good faith of all the necessary actions to achieve the goal set by the customer. In the case of the provision of an intangible service, the payment for the service provider's activities does not depend on whether or not the result of the useful effect of the service has been achieved - the service as such is "paid". The definition of a contract for the provision of paid services,

provided for by Article 703 of the Civil Code of the Republic of Uzbekistan, reveals (by including in brackets) the meaning of the phrase "to provide services". To do this, the law uses such definitions as "to perform certain actions" or "to carry out certain activities". Such a technique is apparently due to the need to clarify the insufficiently clear initial part of the text of paragraph 1 of this article, in which the words "to provide services" are reused after the title of the contract.

Characterizing the content of the contract for the provision of paid services, some authors recognize its main feature as the absence of the material form of the services provided. But this statement does not agree with the essence of a number of relations mentioned in paragraph 2 of Article 703 of the Civil Code of the Republic of Uzbekistan. Services are actions, the results of which are inseparable from the provision activity itself, i.e. the provision and consumption of services "coincide". Services can be: material, which materialize in the object or place of the consumer of services; intangible, which do not have any embodied result, the result of the service cannot be guaranteed, and it is inseparable from the activity itself.

CONCLUSION

Thus, intangible services, depending on what need is satisfied, can be the subject of legal regulation of both labor and civil law. The object of a legal relationship is one of the parties to a service as an economic category. A service as a legal category should be understood as one of the aspects of the economic concept of service. If the object of a legal relationship is the process of service, legal regulation is carried out by the norms of labor law. if the service is a product of labor - by the norms of civil law.

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