



PRINCIPLES AND METHODS OF CANCELLATION OF OBLIGATIONS

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ANNOTATION

This article analyzes the nullity of obligations, its legal basis and importance from a scientific and practical point of view, analyzes the issues related to the nullity of obligations, and puts forward suggestions and comments aimed at eliminating problems and shortcomings in the field.

Key words: obligation, creditor, debtor, waiver fee, limitation period, property right, right of waiver.

ПРИНЦИПЫ И СПОСОБЫ СНЯТИЯ ОБЯЗАТЕЛЬСТВ

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АННОТАЦИЯ

В данной статье анализируется ничтожность обязательств, ее правовая основа и значение с научной и практической точки зрения, анализируются вопросы, связанные с ничтожностью обязательств, выдвигаются предложения и замечания, направленные на устранение проблем и недостатков в данной области.

Ключевые слова: обязательство, кредитор, должник, плата за отказ, срок исковой давности, право собственности, право отказа.

Currently, judicial reforms are being implemented in the process of democratization and liberalization of the state and society. After gaining independence, one of our biggest achievements was the adoption of the Constitution of the Republic of Uzbekistan. It covers the structure of the state, political administration, rights and freedoms of citizens, and in turn, the norms given in it were strengthened in other normative legal documents.



Today, our Laws are being adapted to our legal system based on the requirements of the times, using advanced foreign practice. In particular, changes in various social relations and the emergence of new social relations cause changes in legislation. Compared to other areas of law, Civil law is distinguished by its historical richness, the basis of other legal sciences and regulatory legal documents, and the diversity of social relations regulated by civil law.

It regulates social relations [1] between legally equal persons through civil law and regulated by civil-legal norms. The basis of civil legal norms is established by the Civil Code and normative legal documents adopted on its basis.

The legislator stipulated that the exercise of civil rights does not violate the rights and interests of other persons protected by law. The above-mentioned principle is the same as the general legal principle that the abuse of rights cannot be allowed, that is, the exercise of rights and freedoms by a citizen is the legitimate interests of other persons, the state and society, should not violate their rights and freedoms. Honesty, reasonableness and justice are assumed on the basis of the actions of the participants of civil transactions. Also, when exercising their rights, the subjects of civil-legal relations must respect the moral principles and moral norms of society, and entrepreneurs must also observe the rules of business ethics.

"In this case, the concepts of "honesty", "reasonableness" and "justice" include not only legal, but also spiritual and moral content. Not only normal economic activity, the whole life of society cannot exist without moral principles and moral norms based on activity. The rules of business ethics developed during the centuries-old history of our nation must be observed by persons engaged in business activities. It should be added that the person acting on behalf of the legal entity, based on the legislation or founding documents, must act honestly and rationally in his actions [2].

According to Article 13 of the Constitution of the Republic of Uzbekistan, democracy in the Republic of Uzbekistan is based on universal principles, according to which a person, his life, freedom, honor, dignity and other inviolable rights are the highest value.

According to Article 20 of the Constitution, citizens must not harm the legal interests, rights and freedoms of other persons, the state and society in the exercise of their rights and freedoms.

Also, according to Article 9, Part 3 of the Civil Code of the Republic of Uzbekistan, the exercise of civil rights must not violate the rights and interests of other persons protected by law. It is assumed that the participants of civil legal relations act honestly, rationally and fairly.



It can be seen from this that since the civil-legal relations are between legally equal subjects, their non-violation of the rights and legal interests of other persons in the exercise of their rights and legal interests is regulated by our legislation.

Implementation of civil rights - citizens and legal entities use and dispose of their civil rights, including the right to their protection, according to their wishes. The refusal of citizens and legal entities to exercise their rights does not lead to the cancellation of these rights, except for cases provided by law. The exercise of civil rights must not violate the rights and interests of other persons protected by law. It is assumed that the participants of civil legal relations act honestly, rationally and fairly.

Citizens and legal entities must respect the moral principles and moral norms of society while exercising their rights, and entrepreneurs must also observe the rules of business ethics. Actions of citizens and legal entities aimed at harming another person, abusing the right in other forms, as well as exercising the right contrary to its purpose are not allowed [3]. It can be seen from this that the rights of citizens are defined by legal documents, and they use or exercise them in the manner specified in them. Their implementation should not conflict with the interests of other persons.

Including, the right of obligations, the grounds of their creation, maintenance and annulment of civil-legal relations are regulated on the basis of civil legislation.

The right 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 [4].

The concept of nullity of obligations is the right of one party to demand a certain type of obligation and the obligation of the second party to comply with it when there are grounds specified by law in the course of legal relations or when the necessary results provided for in the contract are achieved. is the final stage consisting of a state related to the formation [5].

Pursuant to Article 340 of the Civil Code of the Republic of Uzbekistan, the obligation is fully or partially void on the grounds provided for in this Code, other legal documents or the contract. Cancellation of the obligation at the request of one of the parties is allowed only in the cases stipulated by the law or the contract.

This article defines the grounds for full or partial cancellation of the obligation at the request of one of the parties, as well as the rules for limiting the possibility of cancellation of the obligation. The limitation comes from the fact that, according to the general rules, the cancellation of the obligation can be carried out only based on the agreement of the parties [5]. Therefore, the cancellation of obligations is canceled in two different ways: according to the procedure and grounds established by law and the contract.



At the same time, civil legislation specifies the methods of annulment of obligations, which include:

- ❖ Cancellation of the obligation upon fulfillment. According to Article 241 of the Civil Code, the obligation, as a rule, is canceled upon its due fulfillment. Due fulfillment of the obligation means that it is carried out according to the law and the contract.
- ❖ Waiver fee as a way to cancel the obligation. The agreement on the waiver fee is concluded after the obligation itself has arisen. Consequently, the agreement on the waiver fee must be drawn up in the same form as the agreement on the obligation to be waived [7]. According to Article 242 of the Civil Code of the Republic of Uzbekistan, in accordance with the agreement of the parties, the obligation can be canceled by giving a renunciation fee instead of fulfilling it (payment of money, giving property, etc.). The parties determine the amount, terms, and procedure for giving the waiver fee.
- ❖ Cancellation of the obligation by transfer to the account. Pursuant to Article 243 of the Civil Code of the Republic of Uzbekistan, the obligation shall be fully or partially canceled by taking into account an alternative similar demand that has expired or has not been specified, or the time of demand. One party's application is sufficient for transfer to the account.
- ❖ Cancellation of the obligation when the debtor and the creditor become one person. According to Article 246 of the Civil Code of the Republic of Uzbekistan, the obligation becomes void when the debtor and the creditor become one person. It mainly occurs as a result of mergers and acquisitions of legal entities. In some cases, the debtor and the creditor may become one and the same person, and it may occur as a result of the debtor bequeathing his property to the creditor.
- ❖ Termination of obligation upon renewal. Pursuant to Article 247 of the Civil Code of the Republic of Uzbekistan, if the parties agree to replace the initial obligation between themselves with a new obligation (renewal of the obligation) that provides for something else or a different method of execution, the obligation becomes void.
- ❖ Cancellation of the obligation by renouncing the debt. The right to ensure and demand the fulfillment of the obligation is considered the creditor's right, and the creditor's right to refuse it. According to Article 248 of the Civil Code of the Republic of Uzbekistan, when the creditor releases the debtor from his obligations, if this situation does not violate the rights of other persons in relation to the creditor's property, the obligation is canceled.
- ❖ Nullity of obligation due to impossibility of performance. According to Article 249 of the Civil Code of the Republic of Uzbekistan, if the obligation cannot be fulfilled



due to a situation in which neither of the parties is responsible, it becomes void. Basharti, if the debtor cannot fulfill the obligation due to the creditor's culpable actions, the creditor has no right to demand the return of what he has performed under the obligation.

❖ Cancellation of the obligation based on the document of the state body. According to Article 250 of the Civil Code of the Republic of Uzbekistan, if, as a result of the issuance of a document by a state body, it becomes impossible to fulfill the obligation in whole or in part, the obligation is completely or partially void. As a result of this, the parties who suffered damage have the right to demand its payment in accordance with Articles 12 and 15 of this Code. When the document of the state body, which is the basis for the annulment of the obligation, is found to be invalid in accordance with the established procedure, the obligation shall be restored, if no other procedure arises from the agreement of the parties or the essence of the obligation, and the fulfillment of the obligation has not lost its importance for the creditor.

❖ Cancellation of the obligation upon the death of a citizen. According to Article 251 of the Civil Code of the Republic of Uzbekistan, if the obligation cannot be fulfilled without the personal participation of the debtor, or if the obligation is closely related to the debtor's personality in some other way, the obligation is canceled upon the death of the debtor. If the performance of the obligation is intended for the creditor personally or the obligation is otherwise closely related to the person of the creditor, the obligation shall be canceled upon the death of the creditor.

❖ Cancellation of the obligation upon liquidation of the legal entity. Pursuant to Article 252 of the Civil Code of the Republic of Uzbekistan, the obligation is canceled upon liquidation of a legal entity (debtor or creditor), the fulfillment of the obligations of a liquidated legal entity is entrusted to another person (requirement to pay for damage to life or health and on other requirements) with the exception of cases.

It can be seen from the above that there are different grounds and methods for cancellation of obligations, and they are carried out in the prescribed manner. In the conditions of market relations, the fulfillment of obligations is considered important and can be canceled only in accordance with the law and the contract.

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