



## CIVIL-LEGAL ANALYSIS OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES IN THE SERVICE CONTRACT FOR A FEE

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### Abstract

In the article, the author made a theoretically brief civil-legal analysis of the rights and obligations of the parties in the service contract. Also, the article contains views on the extent to which the rights and obligations of the parties to the contract are reflected in some regulatory legal documents on the provision of services for a fee.

**Keywords:** service contract for a fee, service, parties, customer, executive, medical service, educational service, state, legal entity, individual.

The customer and the executor participate as parties in the service contract for a fee. The customer is the person who receives the relevant services, and the executor is the person who provides the service. As the FC does not provide for any restrictions on the parties to the contract, both legal entities and individuals can be the customer and executor. At the same time, the legislation provides for restrictions on the provision of certain services. For example, a legal entity providing telephone communication services must have an appropriate activity license. Types of service that require a license can be performed only by persons who have a special activity license. License-requiring activities are approved by the Law of the Republic of Uzbekistan "On Licensing, Permitting and Notification Procedures" adopted on July 14, 2021 O'RQ-701.

Services represent the results of various activities performed by producers at the request of consumers and usually lead to a change in the state of units. The changes that consumers seek from service providers may depend on:

- ✓ In the case of consumer goods: the service provider performs certain operations with goods belonging to the consumer, such as their transportation, cleaning, repair;
- ✓ On the physical condition and spiritual development of a person: provides therapeutic or surgical assistance to people performing the service, changes their appearance, provides educational, informational and counseling services, organizes entertainment programs, etc.;





✓ According to the general economic situation of institutional units: the producer provides insurance, financial intermediation services, provides protection, guarantees, etc.

The diversity of activities related to the service sector creates a two-stream system of statistical monitoring in this sector. The characteristic of one or another type of service is the subject of research of the statistics of appropriate industries (such as transport, communication, trade, health, education, culture, residential and communal economy statistics) that develop natural indicators.

In the years of independence, the service sector has become the most promising and rapidly developing sector in the economy of Uzbekistan. If at the beginning of the 90s, the share of the service sector in the economy was around 33%, now its share is about 50% of the GDP. About half of the total employed population works in this field[1].

It should be noted that business relations, which have a special place in meeting the needs of the population of our country, are established and regulated on the basis of direct contracts and contractual relations [2].

One of the subjects of the fee-for-service contract is state institutions. They are in the state budget perform activities not related to production, such as administrative management, or management of social and moral affairs, which will have a separate and independent estimate . These include independent estimates, institutions (hospitals, universities, prosecutor's office, etc.) that have the right to distribute credit to managers. State institutions, which are considered legal entities, perform their tasks within their own names, conclude various civil agreements and use the property assigned to them based on the right of operational management[3].

According to N.Said-Gazieva, consumers enter into contracts with service enterprises, that is, with trade, transport, household service enterprises and other types of enterprises and entrepreneurs providing similar services in order to ensure their daily life needs. Contracts concluded between them include a service contract for a fee[4].

Continuing these thoughts, it should be noted that when thinking about the subjects of the service contract for a fee, it is possible to single out common aspects that are typical for the subjects of this legal relationship. However, it is not possible to combine all types of services for a fee based on certain strict rules and templates according to their legal status. After all, the types of paid services are diverse, and the subjects participating in them and the types of services provided by them are also different.

In our opinion, it is possible to single out the following general aspects that are typical for the subjects of the service contract for a fee, in particular for the executor:

- The person who participates as an executor in the service contract for a fee must be a subject of business activity;



- The executive must have received a license in the appropriate order to engage in the relevant type of activity;
- If there are no other instructions in the contract, the executor must personally perform the services provided for in the service contract for a fee;
- The executor who is considered the subject of the service contract for a fee must have certain knowledge, skills, experience and skills regarding the non-physical services he performs.

Sometimes there are situations in which a citizen is a subject, and an enterprise is a legal entity in civil legal relations.

Entities that can participate as executors of a service contract for a fee are determined depending on each type of service. In this regard, we will analyze who can participate in the service contract for a fee as an executor according to the types of services listed in Article 703 of the FC.

Currently, medical service, which is a type of service contract for a fee, is provided by state-owned medical institutions: hospitals, treatment and prevention institutions, medical institutes, clinics, and their creation is carried out directly by the decision of the authorized state body. At the same time, non-state medical institutions and private medical clinics can participate as executors in medical service contracts on the basis of a license. After all, private and other systems of the health care system include treatment and prevention, pharmacy facilities, and medical and pharmaceutical products funded by individuals, private enterprises, institutions, organizations and public associations engaged in private medical practice, as well as from other sources not prohibited by law. include developing enterprises [5].

As a result of the improvement of medical services, the possibility of only one doctor to engage in private medical practice led to the expansion of the scope of the executor in fee-based contracts and medical service advertising [6].

It should be noted that citizens engaged in private veterinary practice or an institution operating as an executive in the veterinary service must have a specific license.

All subjects of civil law: citizens, legal entities and the state can participate in the service contract for a fee as a customer.

In cases where a citizen is a customer, it is required that he has legal capacity. It is considered that a citizen without legal capacity cannot be a full-fledged subject of this or that contract [7]. At the same time, when a citizen concludes a service contract for a fee as a customer, his legal status can be assessed as a weak side. After all, in this relationship, the citizen acts as a consumer.

It should be noted that the state of weakness of the customer - citizen, who is the subject of the service contract for a fee, is determined by the fact that he does not have



sufficient knowledge and skills in a certain field, and the need to satisfy this or that vital need is high in certain situations. For example, a patient with a disease should immediately consult a doctor and agree to all the conditions prescribed by the doctor. In such situations, it is no secret that every word of the doctor is considered "law" for the patient and his relatives. Or, in any case, the accused agrees to the terms stated by the lawyer, and in exchange for finding the amount of money he requested, he will be provided with quality legal assistance.

The legal status of legal entities participating in the contract of service for a fee as a customer is stipulated in their articles of association. The court may invalidate a contract for the use of services that contradict or are inconsistent with the goals of the organization specified in the charter, based on the requirements of Article 125 of the FC. For example, the conclusion of a contract for the performance of veterinary services by a legal entity that does not engage in animal husbandry may be invalidated by the prosecutor's office by filing a lawsuit.

The state of direct participation as a customer in service relations for a fee is not directly specified in civil legislation. However, in the internal relations of the country, the participation of state bodies and state-owned legal entities as customers in the service contract for a fee is carried out without any hindrance, and in this they have the same rights and obligations as legal entities. According to M.Kh. Baratov, as long as the state participates in civil-legal relations through its legal entities, in a certain sense, the results of such legal relations apply to the state as well[8].

In our opinion, the state should participate as a customer in the service contract in the foreign relations of the country. Certain foreign firms may use intangible services. For example, in order to protect their rights and interests in international courts, states use the services of foreign law firms in some cases.

Both parties have rights and obligations under the contract of service for a fee. For example, notaries, law firms and other legal service organizations and firms providing legal services are obliged to provide services in accordance with the law and in accordance with the agreement concluded between the parties, and the customers are obliged to pay the agreed fee at the specified time and in the order.

If there are no other instructions in the contract, the executor must personally provide the service provided for in the contract. Therefore, the law does not limit the ability of the executor to entrust the performance of the contract to a third party. The customer is obliged to pay for the services provided to him in the terms and in the manner specified in the service contract.

In the event that the contractor is unable to perform the service through no fault of his own, the customer must pay the contractor's expenses, less any profit that the



contractor received or may receive in connection with the release of the service. If the service cannot be performed due to the customer's fault, the price of the services must be paid in full, unless otherwise provided by law or the contract.

In summary, the rights and obligations of the parties to the service contract for a fee: the customer and the executor are defined in the contract and their application is carried out by agreement of the parties.

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