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Characteristics of the interaction and difference between treaty and treaty in civil law

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Abstract: Contracts and agreements have a special place among the legal instruments regulating social relations. The article analyzes the interdependence and differences of contracts and agreements. At the end of the article, the author studied the opinions of experts and gave conclusions and suggestions. **Keywords:** contract, right, obligation, agreement, legal instrument, law, action, claim, fact, party, protocol, document, duty

Introduction

Contracts and agreements have a special place among the legal instruments regulating social relations.

Agreements have been used by mankind for thousands of years as a uniquely flexible legal instrument for regulating various social relations. Another such legal instrument is the law. Of course, the contract regulates the movement of affairs within the law, determines the scope of their capabilities, directs their actions. It also defines the consequences of breach of contract.

A contract is one of the grounds for the creation, change or termination of civil rights and obligations between the parties to it, which is the result of mutual agreement. Contracts differ from other types of legal facts by this feature and by the full expression of the will of the parties.

Analysis of the relevant literature

According to IB Zakirov, the term contract has three meanings: legal fact; a legal relationship of material or intangible interests, based on any legal fact; used in the sense of a document that reflects what individuals (citizens and organizations) mutually agree on (I.B., 2006).

Contracts fall into the category of legal acts, one of the two main categories in terms of the content of legal facts, and are an integral part of agreements as its legal acts. But there are certain differences between a deal and a contract.

1. The definition of a transaction in Article 101 of the Civil Code states that it consists of the actions of the parties to the transaction. The contract arises as a result of the agreement of two or more persons, according to Article 353 of the Civil Code. Hence, if one of the differences between a contract and a transaction arises from a transactional act, the contract is not sufficient for that act itself, but also requires the consent of two or more persons.

An agreement differs from other legal facts in that it has a certain legal effect, achieving a certain legal result, and for this reason the agreement can also be called a declaration of freedom.

It is well known that agreements arise as a result of efforts by individuals to establish, modify, and repeal civil rights and duties. The concept of the agreement is reflected in Article 101 of the Civil Code. The legal status of transactions is one of the main institutions of civil law, as well as private law. It is no coincidence that the role of this civil legal institution in the emergence of most civil legal relations is invaluable. Any agreement is related to the will of the individuals, is aimed at creating a certain legal effect and is expressed in a certain form. The fact that the parties to the agreement are subjects of civil law, that they have the freedom to conclude the agreement, and that this will is aimed at creating certain legal consequences, and expressed in a certain form, leads to the assessment of this concept as an agreement.

Research methodology

The article uses scientific methods of knowledge such as historicality and logic, comparative analysis, analysis and synthesis, observation, inquiry.

Analysis and results

The provisions of the unilateral agreement are reflected in Article 103 of the Civil Code. A unilateral agreement expresses the will of only one party, and the right and obligation arise, change or terminate only at the will of one party. It may impose obligations on other persons only in cases

provided by law or in agreement with these persons. In the case of unilateral agreements, the general provisions on obligations and contracts shall apply mutatis mutandis, provided that they do not contradict the legislation, the nature and essence of the agreement.

Examples of unilateral agreements include a will, waiver of inheritance, issuance of a power of attorney, and the principal's approval of the actions of the person represented without authorization. A unilateral agreement imposes obligations on the person who concluded it, a unilateral agreement is sufficient to state the will of one of the parties to it. One of the parties to a unilateral agreement has only a right and no obligation. On the other hand, there will only be an obligation. For example, under a loan agreement under Article 732 of the Civil Code, one party (the lender) transfers to the other party (the borrower) money or other items of a certain type, and the borrower gives the lender a lump sum or in installments. undertakes to return money or items (loan amount) equal to the type, quality and quantity of borrowed items. In this case, the lender, which is a party, has the right to issue only the amount of debt specified in the contract, he is not obliged to lend.

Bilateral agreements are concluded in accordance with the will of both parties. Such agreements are contracts. The term "bilateral" does not specify the number of parties to the agreement. For example, a loan agreement is itself a unilateral agreement, even though there are two parties involved - the lender and the borrower. The essence of a bilateral agreement is determined by the existence of rights and obligations on both sides, ie the rights of one party become an obligation to the other party or vice versa.

Multilateral agreements express the will of three or more persons. An example of a multilateral agreement is a simple company (joint venture) agreement. Multilateral agreements, like bilateral agreements, are mutual agreements.

This leads to the notion that even if any contract is a contract, no contract can be a contract. Most transactions can only be considered a contract other than some unilateral agreements.

A civil law contract is concluded mainly for the formalization of property relations. In some cases, the contract also formalizes personal non-property rights and obligations. This is typical for contracts related to creative activity in the field of creating intellectual activity results, such as a publishing contract, an authorship contract, and other contracts.

Such agreements not only define the property rights and obligations of the parties, such as liability for infringement of copyright terms and conditions, but also personal and non-property rights, such as whether the author may publish the work anonymously or allow changes to the text. also defines. Agreements, on the other hand, stem from both material and intangible relationships.

From the above, it can be concluded that although the relationship between transactions and agreements is inextricably linked, they have some distinguishing features.

The concept of "freedom" defined in the theoretical provisions of the agreements is embedded in the freedom of contract in Article 354 of the Civil Code. According to it, citizens and legal entities are free to enter into contracts.

Coercion to enter into a contract is not allowed, except as provided in the FC, other law or the obligation to enter into a contract. The parties may also enter into an agreement not provided for by law.

The parties may enter into an agreement (mixed agreement) that includes elements of various agreements. The relations of the parties to a mixed contract shall be governed by the rules on contracts whose elements are in a mixed contract, unless otherwise agreed by the agreement of the parties or the essence of the mixed contract.

The participation of the state in contractual obligations is usually exercised by its bodies through the conclusion of various treaties and agreements on behalf of the state (M.X, 2005). The state may participate in this as a party to any agreement and contract of a civil nature. But the state cannot participate in contracts and agreements that can be concluded only between legal entities and citizens. For example, a government cannot be a consumer in contracts and agreements (a buyer in a

retail contract, a customer in a domestic contract, a lessee in a rental contract). The state also does not participate in transactions as a special subject - an insurer, a bank, a financial agent. As the state is not an entrepreneur, it does not participate in business transactions (it cannot be a trustee and does not participate as a party to a complex business license (franchise) agreement) (Editor A.P. Sergeeva, 2003).

The rules regarding the types of transactions also apply to contracts.

Discussion of research results

General provisions on transaction forms are important for contracts. Indeed, the method of expressing the will in concluding a contract emerges as a sign of its authenticity.

Unless the law provides for a specific type of contract, the contract may be concluded in any form provided for the conclusion of contracts (Article 366 of the Civil Code).

Methods of expression of freedom can be structured in the form of verbal, written, conjunctive, and default consent. All rules on the form of agreements also apply to contracts.

For example, Article 107 of the Civil Code stipulates that the exchange of letters, telegrams, telephonograms, teletypegrams, faxes or other documents expressing the content of their will is equated to a written agreement, unless otherwise provided by law or agreement of the parties. Article 366, part 4 of the Civil Code, as well as Article 11 of the Law "On the legal framework of business entities" provide for the same post, telegraph, teletype. telephone, electronic communication or other communication that allows to reliably determine the origin of the document by a party to the contract, and they can be equated to the form of a written contract.

The terms of the validity of the agreements and the issues of invalidation, as well as the principles of its consequences, are fully applied to the contracts. For example, the general rules on contracts do not contain norms on self-invalid and disputed contracts, and, of course, the provisions of Articles 112-128 of the agreements apply to them.

However, unlike agreements, the following conditions are important for it to be considered valid as it arises as a result of an agreement, not just the actions of the parties.

1. The content of contracts must be concluded in accordance with the requirements of the current Civil Code, the law "On the contractual legal framework of business entities" and other legislation, as well as international law;
2. Compliance of the contract with the rules of legal conduct and universal rules;

Z. The parties (subjects) entering into a contractual relationship must have the authority to enter into a contract;

4. Must be formalized in the form required by law;
5. The will of the person concluding the contract must be free from internal and external pressure;
6. Really care must be designed to have a legal effect;

In addition to the above, in some cases, business contracts require the signature of legal service entities.

The contract itself must conform to universal values.

Contractors must have the ability to enter into a contract. The ability to enter into a contract is observed differently in different entities. For example, while it is related to legal and legal capacity in citizens, it is related to special and universal legal capacity in legal entities.

The ability to make a contract is the ability to understand its consequences. Citizens have this ability only after the age of 18, and legal entities as a subject after recognition by the state.

When studying the ability of citizens to enter into a contract, attention is paid to the state of their legal capacity. According to our civil law, if a citizen reaches the age of 18 and is sane, he will have full legal capacity. A citizen under the age of 18 shall be deemed to be a minor and shall be deemed to be fully incapable or partially incapable. The difference between a minor and an adult citizen is determined by biological-physical, legal, psychological criteria. Being legally capable

means having the ability to personally perform a variety of legal actions: concluding contracts, issuing power of attorney, as well as being liable for property damage, contractual and other obligations.

Pursuant to Article 29 of the Civil Code, agreements for minors (minor children) under the age of fourteen may be concluded only on their behalf by their parents, adoptive parents or guardians. Young children between the ages of six and fourteen have the right to do the following independently: 1) small household transactions; 2) notarization, aimed at free benefit or transactions that do not require state registration; 3) a legal representative or a third party with his consent given by for a specific purpose or free disposal funds management agreements.

A parent, adoptive parent, or guardian of a minor shall be liable under the agreements, including those entered into independently, if they fail to prove their innocence in the breach of the obligation. These individuals are also liable under the law for damage caused by young children.

Minors between the ages of fourteen and eighteen have the right to do the following independently without the consent of their parents, adoptive parents or guardians:

1) Save your salary, stipend and other income to reach;
2) exercise the copyright of a work of science, literature or art, invention or other result of one's intellectual activity protected by law;
3) making deposits in credit institutions in accordance with the law and to dispose of them;
4) small household transactions and Article 29 of the Civil Code conclusion of other envisaged agreements.

Minors between the ages of fourteen and eighteen shall be independently liable for the transactions they have entered into. Such minors shall be liable in the prescribed manner for the damage they have caused.

Based on the above, all subjects of civil law can conclude a contract only within their powers. Otherwise, the contracts they enter into may be declared invalid.

Contracts must be formalized in the form required by law. It is known that transactions must be oral or written. There are forms of written form that are simple written, notarized and require state registration, It is in this case that compliance with the conditions of registration is required (N., 2019).

According to Article 109 of the Civil Code, failure to comply with the simple written form of the agreement does not invalidate it, but in case of dispute deprives the parties of the right to confirm the conclusion, content or execution of the agreement by witnesses. The parties have the right to confirm in writing or other evidence the conclusion, content or execution of the agreement.

Notarization of the contract is carried out by a notary or other official authorized to perform such a notarial act in a document that meets the requirements of Article 107 of the Civil Code by writing a notarizing certificate. Notarization of contracts is required in cases specified by law and at the request of one of the parties.

Conclusions and suggestions

In conclusion:- Based on the research materials studied above, it can be concluded that the contract is a universal legal instrument of universal legal regulation. It would not be a mistake to say that in the future, as a result of increasing people's legal awareness, legal culture, legal literacy, the scope of application of contracts will expand, and it will be used in other areas of law. above we have studied the definitions of the contract and agreement given by well-known legal scholars. They have given different definitions to the contract. Having studied their interpretation, I consider it expedient to define the contract specified in Article 353 of the Civil Code of the Republic of Uzbekistan. According to this article, "an agreement between two or more persons on the creation, modification or termination of civil rights and duties is called a contract." If we analyze this concept of the contract, then the following cases become clear: first, the parties to the contract must be two or more, which

means that a single entity cannot enter into a contract on its own; second, the contract is the basis for the creation, modification or termination of civil rights and duties; thirdly, the contract is always in the form of an agreement of the parties, and the agreement can be concluded only on the basis of mutual equality, voluntariness and full consent (consensus);

There is also a certain connection between the concept of agreement in Article 101 of the FC and the concept of contract in Article 353. Article 101 of the Civil Code states that the actions of "citizens and legal entities" are agreements, while Article 353 stipulates that the agreement of "two or more persons" is a contract. In both cases, it should not be concluded that the subject of civil law, which has a special status, is not the state, and therefore the state does not participate in contractual and agreement relations. - If the criterion for the existence of transactions is the expression of the will, the main criterion for the presence in the contract is determined by the expression of rights and obligations. An agreement can only be made by the will of one party, and a contract cannot be made by the will of one party, on the contrary, there must be an agreement. In our opinion, there are differences between the agreement and the contract, but this difference is only due to the differences between the categories of generality and specificity. **References**

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