



## The Concept Of The Transaction Concluded As A Result Of Defects In The Ability To Behave And Its Peculiarities

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### ABSTRACT

This article analyzes the invalidity and types of civil rights agreements, current problems in practice, as well as the problems, grounds and consequences of invalidating transactions made by people who do not understand the importance of their actions, and the approaches of various scientists.

### KEYWORDS

Transactions, Invalid Transactions, Disputed Transactions, Limited Mobility, Incompetence, Invalidation Of Transactions Made By Persons Who Do Not Understand The Importance Of Their Actions.

### INTRODUCTION

Compositions of making voidable transactions with flaws of will significant number of transactions made with flaws of will are named in the norms of civil legislation as voidable. The disputability of such transactions is explained by the fact that the will, determining the inner side of

human behavior, depends entirely on the characteristics of a particular subject. That is why the right to challenge actions that violate such a condition of the validity of transactions as compliance with their will belongs to a circle of persons strictly limited by law. In the norms of the Civil

Code of the Republic of Uzbekistan, there are several types of voidable transactions made in violation of will<sup>1</sup>. The first set of voidable transactions should include transactions made by a citizen who is incapable of understanding the meaning of his actions or managing them (Article 121 of the Civil Code of the Republic of Uzbekistan).

The composition of such a voidable transaction is characterized by the fact that that legally significant actions were committed by a citizen who has unlimited legal capacity, but at the time of the transaction was temporarily unable to consciously express his will<sup>2</sup>. As a result of such a morbid condition or alcoholic, toxic or drug intoxication, a citizen is not able to fully realize the nature or significance of his actions or to direct them. The will when making such voidable transactions is either completely absent or significantly distorted, that is, it differs significantly from that which would have formed in a person without the effects on him of the consequences of a painful or other condition.

The moment of a contested transaction is the moment of manifestation of will in the form necessary for the occurrence of the legal consequences of such a transaction.

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<sup>1</sup> See: S.V. Potapenko, A.V. Zarubin. Invalidity of transactions with flaws of will caused by the guilty behavior of the counterparty or other persons // *Izvestia IGEA*. 2008. No. 3. P. 123.

<sup>2</sup> See: V.L. Invalidity of a transaction made by a citizen unable to understand the meaning of his

In this case, the flaw of will in this case is manifested in the discrepancy between the expression of will, made in the required form, aimed at the emergence, change or termination of civil rights or obligations, the internal content of the will of a person<sup>3</sup>. In the legal literature, as examples, cases are given when the state of clear consciousness of a person is disturbed as a result of a sharp and significant increase in body temperature, the onset of a sudden temporary personality disorder, which is not a reason for depriving a citizen of legal capacity, etc. Thus, the disputability of this transaction is expressed in the possibility of recognizing it as invalid due to the temporary incapacity of the person that took place at the time of the expression of will. Therefore, this composition does not include transactions made by persons with limited legal capacity due to not reaching a certain age (Articles 22, 27, 29 of the Civil Code of the Republic of Uzbekistan), or by persons deprived of legal capacity or limited in it on the basis of a court decision (Article 30, 31 of the Civil Code of the Republic of Uzbekistan). This circumstance also determines the existence of the right to challenge the transaction from the person himself, who at the time of its execution did not act in accordance with his actual will, who subsequently restored the ability to comprehend the factual

actions or to direct them // *Society: politics, economics, law*. 2012. No. 1. S. 153.

<sup>3</sup> See: N.N. Alekberova The vice of will as the basis for the invalidity of imaginary and sham transactions // *Actual problems of Russian law*. 2013. No. 3. P. 282.

nature of his actions and realize their legal consequences.

The establishment of temporary incapacity is carried out on the basis of information objectively confirming that the person at the moment of expressing his will was not able to understand the meaning of his actions or to direct them. In this case, only those circumstances are taken into account that could objectively influence the formation of the will of the victim. So, for example, the FAS of the East Siberian District, refusing to satisfy the cassation appeal, did not admit the applicant's arguments that the latter, when making the transaction, was in a state of temporary incapacity caused by severe stress and pain in the liver, not seeing in this the facts indicating the applicant's inability at the time of the conclusion of the disputed transaction to realize the significance of his actions or to control them<sup>4</sup>. Even when facts are established that indicate the presence of any personality disorder of the person who made the transaction, this is not enough to invalidate the transaction.

Thus, in particular, the FAS of the Volgo-Vyatka District, having established that the applicant, at the time of the sale and purchase agreements, showed signs of mixed personality disorder, at the same

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<sup>4</sup> See: Resolution of the Federal Antimonopoly Service of the East Siberian District of 01/29/2014 on case No. A19- 6144/2013 // ConsultantPlus reference and legal system (date of treatment 06/06/2014).

time noted that the latter, when concluding the agreement, acted deliberately, purposefully, maintained adequate verbal contact with others, took into account the current circumstances, acted in accordance with his plan. Thus, the court, despite the availability of medical data on personality disorder, did not recognize the fact of temporary incapacity<sup>5</sup>. In addition, conclusions about the action of a person in such a state can be formed both on the basis of an analysis of the mental state of the participant in the transaction, and by virtue of the situation that existed at the time of its commission. External circumstances such as the behavior of a person, the use of alcohol or drugs, may also be relevant to establishing the fact that a party to the transaction is unable to understand the meaning of their actions or to direct them.

Therefore, when assessing the internal, mental state of a person at the time of the transaction, it is not sufficient to use only the medical criterion without taking into account other reasons, due to which the citizen is not able to realize the significance of his actions or to direct them. A similar condition can occur in a person who does not suffer from any mental disorder, therefore, the circumstances of the actual transaction (incoherent speech, disorientation as a result of taking drugs,

<sup>5</sup> See: Resolution of the Federal Antimonopoly Service of the Volgo-Vyatka District of January 26, 2009 on case No. A79-2594/2007 // ConsultantPlus Reference and Legal System (date of treatment 06.06.2014).

inappropriate behavior, fever, etc.) should not be ignored. The viciousness of the transactions in question is not affected by whether the victim himself has brought himself to such a state, in which he was not able to understand the nature and meaning of his actions.

In this aspect, the provisions of Art. 121 of the Civil Code of the Republic of Uzbekistan significantly differ from the rules established in Art. 1078 of the Civil Code of the Republic of Uzbekistan, according to which a citizen is not responsible for harm caused in a state in which he was not aware of the nature of his actions or could not direct them.

However, by virtue of paragraph 2 of Art. 1078 of the Civil Code of the Republic of Uzbekistan, such a tortfeasor is not exempt from liability if he himself has brought himself to a borderline state as a result of the consumption of alcoholic beverages, the use of drugs or narcotic substances, or in any other way. At the same time, despite the fact that the content of Art. 121 of the Civil Code of the Republic of Uzbekistan, the term "citizen" is used, its use is also permissible in relation to transactions made by legal entities. This is due to the fact that organizations acquire rights and obligations through the actions of citizens performing their labor or representative functions. They acquire the

authority to act on behalf of a legal entity on the basis of a power of attorney or by virtue of the provisions of the constituent documents of such an organization. In this regard, given that the law does not establish on whose behalf a citizen who makes such a contested transaction should act, it should be recognized that a situation is possible in which a citizen, who does not understand the nature and meaning of his actions, expresses the legally significant will of a legal entity. As noted on this occasion by N.O. Nersesov, "a representative, making a deal, expresses his own will, but the latter must be free, unconstrained as a necessary condition for the validity of this transaction; the will of the principal has nothing to do with it; it can be taken into account only when discussing the validity of representative authority"<sup>6</sup>. Another feature of this rule is the granting of the right to challenge a completed transaction not only to the citizen, whose direct actions are the transaction, but also to other persons whose rights or legitimate interests are affected as a result of its execution. Individuals or legal entities on whose behalf the transaction was made may be the specified other persons. It should be noted that the recognition of the commission of the specified voidable transaction as a civil offense is a very complex matter and often depends on a number of factual circumstances of its

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<sup>6</sup> Nersesov N.O. Selected Works on Representation and Securities in Civil Law. M.: Statut, 1998. - p. 81. (Classics of Russian civil law)

conclusion. Thus, the completion of some of these transactions does not fully correspond to the signs of wrongdoing. This circumstance is primarily due to the fact that the counterparty to such a transaction is not always able to establish whether a person at the time of committing legally significant actions can understand their meaning and control them. At the same time, if the reason for such a state of a citizen was alcoholic, toxic or drug intoxication, the confluence of diseases or a state of passion, while the counterparty of the said citizen is familiar with him and communicated with him when the latter was in a relatively normal state and in this connection was capable of at the time of the transaction to give an objective and adequate assessment of his psyche, such a counterparty can be considered an offender.

This is permissible due to the identification of the fault of the counterparty, which, knowing or having the opportunity to know that the citizen is in a state that prevents him from realizing the significance of his actions and the ability to direct them, he went on to make the above transaction. In addition, the counterparty will be considered to a greater extent the subject of a civil offense if he himself brought this citizen into a state in which the latter could not understand the meaning and nature of his actions or control them.

The citizen himself who does not understand the meaning of his actions at the time of the conclusion of the transaction or is not able to lead them, but who has brought himself into this state as a result of drinking alcohol or using drugs, should also be recognized as an offender. It should also be noted that among the persons whom the law gives the right to challenge this transaction, along with a citizen who did not understand the meaning of his actions, the Civil Code of the Republic of Uzbekistan also names persons whose rights or legitimate protected interests were violated by the transaction. In this regard, if the citizen who made the transaction did not independently bring himself into a state in which he was aware of the meaning and nature of his actions or could not direct them, and at the same time the counterparty of such a person did not know or could not know that the latter was not aware of what was happening , such a voidable deal,

In other cases, the commission of such a contested transaction should be recognized as an offense, in which one or both of its participants can be the offender. The affected person is a party to the transaction who, at the time of its execution, is not able to realize the nature and significance of its actions or to direct them, as well as other persons whose rights and interests are violated by this transaction. The object of a contested transaction concluded by a capable citizen who was, at the time of its execution, in a



state in which he was not able to realize the nature and significance of his actions or to direct them, as an offense are the subjective rights and legally protected interests of the said citizen or other persons.

The objective side of this civil offense is expressed in the actions of the subjects to complete the transaction, one participant of which, being a capable citizen, is at the time of its conclusion in a state where he did not realize the meaning and nature of his actions or could not direct them. At the same time, when making a transaction, the specified citizen did not have a real will to carry it out. The state of temporary incapacity of a citizen who makes a transaction may be the result of the unfair behavior of his counterparty, independent actions of the injured person, or other reasons beyond the control of the participants in such a transaction. These actions damage the rights and interests of this citizen or third parties. Between the behavior of the guilty persons involved in the contested transaction, and its unlawful consequences must be causal.

The subjects of the offense are: an adult citizen who was not recognized in the established manner as incapable or limited in legal capacity, but who was at the time of the transaction in a state in which he was not able to realize the nature and significance of his actions or to direct such actions; any delinquent person acting as a counterparty of the above citizen, who is

aware of or has reason to believe that another participant is not able to understand the meaning of his actions or to direct his actions, or has independently brought this citizen into a state of temporary incapacity. not recognized in the prescribed manner as incapable or limited in legal capacity, but at the time of the transaction in a state in which he was not able to realize the nature and significance of his actions or to direct such actions; any delinquent person acting as a counterparty of the above citizen, who is aware of or has reason to believe that another participant is not able to understand the meaning of his actions or to direct his actions, or has independently brought this citizen into a state of temporary incapacity. not recognized in the prescribed manner as incapable or limited in legal capacity, but at the time of the transaction in a state in which he was not able to realize the nature and significance of his actions or to direct such actions; any delinquent person acting as a counterparty of the above citizen, who is aware of or has reason to believe that another participant is not able to understand the meaning of his actions or to direct his actions, or has independently brought this citizen into a state of temporary incapacity.

The subjective side of this contested transaction is characterized by the guilt of the offenders in the form of intent or negligence. The definition of intent or negligence here has legal significance only

in relation to the counterparty - a citizen who is unable to understand the meaning and nature of his actions or to direct them. This is due to the fact that, in accordance with paragraph 3 of Art. 121 of the Civil Code of the Republic of Uzbekistan (taking into account the provisions of clause 1 of Art. 171 of the Civil Code of the Republic of Uzbekistan), the guilty counterparty is obliged to compensate the injured citizen for the losses caused by the challenged transaction.

sham transactions // Actual problems of Russian law. 2013. No. 3. P. 282.

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