



## Research Article

### CIVIL LEGAL ASPECTS OF THE CONTRACT OF SALE

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#### ABSTRACT

In the article, the author conducted a scientific and theoretical analysis of the concept of a contract of sale, comprehensively covered the views of both domestic and foreign legal scholars on the contract of sale. The specifics of the purchase and sale agreement are listed separately.

#### KEYWORDS

Transaction, contract, purchase and sale, goods, real estate, retail sale agreement, property valuation.

#### INTRODUCTION

The most common and frequently concluded contract in civil transactions is the contract of sale. The main task in the circulation of goods and money is performed by the contract of sale. Therefore, the sales contract can be evaluated as a contract in which

market relations have the most basic and important place. Through the contract of sale, a commodity and the property rights to it are transferred from one person to another person, and the civil transaction



provided for in Article 82 of the Civil Code of the Republic of Uzbekistan is carried out.

It should be noted that in the conditions of market relations, the sales contract appears as one of the main means of ensuring economic transactions between economic entities. Through this agreement, raw materials, production tools and equipment, consumer goods will become the property of the relevant persons, and the country's production, trade and service sectors will develop.

The concept of sales contract is defined in the first part of Article 386 of the FC. According to it, under the contract of sale, one party (the seller) undertakes to transfer the goods to the other party (the buyer) as property, and the buyer undertakes to accept the goods and pay the specified amount of money (price) for it. By concluding this contract, the seller alienates the goods and the property rights to them, and at the same time the goods and the property rights to them are transferred to another person.

In understanding the legal nature of the sales contract, it is important to determine the position of this contract in the classification of contracts. Therefore, it is necessary to analyze the place of the sales contract in the system of contracts. According to H.R. Rahmonkulov, contracts are divided into the following main groups according to general classification signs:

- a) Contracts mediating relations regarding the transfer of property rights (or other material rights) (sale, product delivery, contracting, state contract, gift, rent, etc.);
- b) Contracts mediating relations regarding the transfer of property to use (property rental, housing lease, rental, leasing, etc.);
- c) Contracts that mediate relationships on the performance of works (household service

contract, construction contract, project and research contract, etc.);

- d) Contracts mediating relationships on the provision of services (services for a fee, transportation, transport forwarding, storage, settlements, etc.);
- e) Contracts mediating relationships on representation (joint partnership, acting in the interest of another person without assignment, commission, trust management of property, etc.);
- f) Agreements mediating organizational and legal relations (drafting and registration of founding agreements, reorganization of a legal entity, agreement on joint activities, initial agreement) [1].

According to I.B. Zakirov, contracts: firstly, are aimed at transferring property; secondly, focused on doing things; thirdly: the services are aimed at performance; fourthly, it can be divided into four groups focused on establishing different structures[2].

Based on these considerations, it can be considered that the contract of sale belongs to the group of contracts aimed at transferring property and the right to it to another person. At the same time, there are legal features that distinguish this contract from other similar contracts, which include:

First, the sales contract is a (paid) contract concluded for a fee. In this case, the buyer always pays a certain amount of money (soums, currency) for the property (goods) delivered by the seller.

Secondly, the contract of sale belongs to the group of consensual contracts. In other words, the rights and obligations between the parties under this contract come into being from the moment all the important terms of the contract are mutually agreed upon and the contract is formalized in the appropriate form.



According to M.V. Krotov, the agreement between the parties is sufficient to implement a consensual (Latin consensus - agreement) agreement. For example, a sales contract is considered concluded from the moment an agreement is reached between the seller and the buyer. Delivery of goods, payment of money and other actions are carried out in connection with the execution of the concluded transaction. The actual execution of the transaction should not be confused with its creation. Although the parties have agreed that the delivery of the item and the conclusion of the sales contract will be carried out at the same time, such an agreement does not mean that the sales contract is real [3]. Legal scholar I.B. Zokirov also emphasizes the consensual nature of the sales contract [4]. O.Oktyulov also acknowledges that the rights and obligations between the parties in the sales contract come into existence after a mutual agreement is reached and the contract is duly formalized[5]. In our opinion, there is a different approach to the rule of consensuality expressed in these cases. If Krotov recognizes in his opinion that the consensuality of the transaction is determined by the moment of its conclusion, then according to O. Oktyulov's recognition, consensuality determines the moment of the beginning of the rights and obligations of the parties regarding the transaction. However, in both cases, it is clear that a legal fact must be committed. That is, in this situation, the mutual agreement of the parties should create civil rights and duties. But this situation may not always be observed in the sales contract. For example, a citizen went to the market to sell an item belonging to him and came with a buyer. After the parties reached a mutual agreement, it became known that the buyer did not have the agreed money with him. Let's say the seller sold it to another buyer until the buyer found money, and the buyer cannot make any demands on the seller. That is, if there is an agreement - a contract between them, the seller has no right to demand that according

to the contract the goods be handed over to him, and that he be compensated for the damage caused to him due to the fact that the goods were sold to another person. If the contract of sale was consensual, then it would be considered that the contract was concluded from the moment of reaching the agreement, and the parties would have rights and obligations towards each other from that moment, and the party that did not fulfill its obligation should be responsible. In our example, although an agreement was reached, the party that did not fulfill its obligation was not responsible.

In addition, the law states that an ordinary oral agreement to conclude a retail sales contract can never be a legal fact, and that one of the parties can withdraw from the contract at any time without giving a reason until the buyer is paid.[6] The conclusion of the contract is always recognized as a legal fact. The agreement of the parties in the retail sales contract may not have legal consequences as an act. Therefore, it is impossible to evaluate it as a legal fact, to recognize the agreement between the parties to the contract as the basis of the conclusion of the contract[7].

Thirdly, according to the composition of contractual relations, it is a bilateral contract. As can be seen from the above definition of the contract established in the Civil Code, two parties - the seller and the buyer - participate in this contract, and both parties have certain rights and obligations: the seller has the duty to deliver the item and the right to receive payment for it, the buyer and he must pay the value of the item (goods) and has the right to demand that the sold item be handed over to him. At the same time, it should be noted that the property right to the sold item (goods) is transferred from the seller to the buyer under the contract of sale, and this is the main feature of the

contract. In this case, the owners of the goods, that is, the persons who have the right to dispose of these goods, participate in the circulation of goods [8]. The rules on the form of transactions (Articles 108-112 of the FC), as well as the rules on the form of the contract (Article 336 of the FC) apply to the form of the sales contract. In this case, the type of contract and the specific characteristics of the goods are important. In determining the form of the sales contract, firstly, the requirements of the civil transaction, and secondly, the need to control over the legality of the sales contracts, and the circumstances related to the need to ensure the protection of the interests of the society or the interests of certain individuals in such relations are considered to be determining factors. For example, in the case of cash-based retail trade, special formalization of the sales contract is not required for the convenience of the parties. A sales contract concluded for cash and executed at the time of its conclusion can, as a general rule, be concluded orally, regardless of the amount. Consequently, sales contracts concluded in trade stores and markets can be formalized verbally because the goods are immediately handed over to the buyers and the fee is paid immediately.

If, during the implementation of the sales contract, the payment of the fee and the delivery of the sold goods are not performed simultaneously by the seller and the buyer, for example, payment of the price of the goods in advance, sale of the goods to the nation, payment of the price of the goods in installments (Article 420 of the FC 422), it is advisable to conclude the contract in writing, or in such cases, the fact that relevant actions have been performed (for example, money has been paid in advance, goods have been sold to the nation) should be witnessed by a check, token, receipt. This will prevent disputes between the parties in the future or serve to resolve such disputes fairly.

Real estate, including houses, cars, hunting, firearms, etc. establishing control over trade of objects is of social importance. For this reason, such contracts must be drawn up in writing, notarized, and specially state registered. In such cases, failure to formalize the contract in the appropriate form will result in its invalidity or other legal consequences. Such requirements are also applied to foreign trade deals[10]. From the definition given to the contract of sale in Article 386 of the FC, it is understood that the subject of the contract of sale is goods. According to experts, the following can be the subject of a sales contract as goods:

1. Items;
2. Movable and immovable properties;
3. Securities;
4. Money and currency values;
5. Proprietary Rights.

The issue of whether or not goods can be the subject of a contract of sale is understood from Article 82 of the FC. According to this article, the objects of citizenship rights can be freely transferred to other persons or transferred from one person to another in the order of universal legal succession (inheritance, reorganization of a legal entity) or in another way, if they are not removed from circulation or their circulation is not restricted. According to experts, the Civil Code In Article 82, objects of civil rights are divided into three groups according to the entry into circulation of the respective objects. Dealing means that the object can be alienated on the basis of a sales contract or transferred from one person to another person on the basis of universal legal inheritance.





The first group includes legal objects in free circulation, the second - restricted circulation, and the third - objects completely removed from circulation.

Free circulation of civil-legal objects is a general rule, restriction of access to circulation, as well as its complete removal from circulation, is an exception to the general rule. As with any exceptional provision, the above limitation and exclusion provisions cannot be broadly construed. Limitation of entry into circulation was expressed by the fact that the relevant types of objects belong only to the state or belong only to citizens and legal entities, or otherwise only by special permits (for example, the right to use weapons, natural resources) [10].

According to H. Rahmankulov, the circulation of objects means that they can be freely given, handed over or transferred to other persons. The basis for the transfer of objects can be a contract, inheritance, gift, and sometimes an administrative document[11]. A pre-sale contract, unless otherwise specified by law or it does not arise from the nature of the goods, can be concluded on the purchase and sale of the goods that the seller has at the time of the conclusion of the contract, as well as the goods that the seller will create or receive in the future.

The condition of the contract about the goods is its main and essential condition, without which the contract cannot exist. If the contract allows to determine the name and quantity of the goods, the terms of the contract of sale of the goods are considered to be agreed.

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