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THE CONCEPT OF REPRESENTATION: FEATURES AND IMPLICATIONS

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Abstract
Representation is a pivotal concept in civil law, serving as a mechanism through which individuals can exert their legal rights and obligations indirectly through authorized agents. This article explores the definition and features of representation, highlighting its significance in various legal contexts, such as contracts, inheritance, and corporate governance. We analyze the implications of representation for both principals and agents, discussing issues of authority, accountability, and the necessity of consent. Additionally, the impact of technological advancements, such as digital representation, is examined. The article concludes by emphasizing the need for clear regulatory frameworks to ensure that representation remains a robust and reliable legal institution.

KEYWORDS: Representation, civil law, agents, principals, legal authority, accountability, consent, digital representation.

INTRODUCTION

Human activity is so extensive that everything around him, except the earth and other natural resources, is his creation. The existence of this situation cannot be imagined without legal regulation, as most actions taken by a person are carried out by legal acts. Legal entities, as a rule, personally carry out legal actions, for which they draw up relevant documents, and therefore are required to participate in the signing or execution of these documents, but in everyday life there may be cases where the subject of legal relations cannot participate in the commission of these actions, and in such cases, there is a need for another person to participate in his place and on his behalf. The intensity of legal document creation depends on the level of societal development, economic, cultural development, and others. It is necessary to emphasize the importance of this process in our country, especially in the context of reducing the share of the "shadow economy," transferring all civil law relations to the legal sphere.

The institution of representation is a set of legal and technical procedures through which a person designated as a representative performs legal actions in relation to a person authorized by third parties on behalf of and at their expense. Representation is based on the possibility of replacing one person with another, a substitution established by law (legitimate representation) or permitted (contractual and judicial representation), and thereby means that the consequences of the actions committed by one person arise not directly against him, but against the person who granted such authority.

One reason for this is that it is a technical means by which disabled persons exercise their rights and assume their responsibilities by performing legal actions through other persons called legal

representatives (parents and guardians). Individuals often seek representation by other people by drawing up various contracts that allow them to receive or transfer salaries, fees, various documents, or material benefits. The institution of representation is used to represent interests in court or arbitration.

The defining elements of representation are the expressions "by name" and "from name." When it comes to acting "on behalf" of the representative, the first acts only physically when the document is drawn up, but represents the will of the second. In other words, in civil law relations, the representative is and remains the owner of his name and will, but in representation, he becomes the owner of the name and will of another person and embodies the will of the authorizer in concluding the transaction. The meaning of the phrase "on behalf of the assignee" indicates that the assignee (in the presence of the assignee) is a person who assumes the positive and negative consequences of the legal action. This phrase refers to the relationship between the representative and the property of the assignee.

The main aspects of the application of representation can be summarized as follows: 1) the need for representation in relation to individuals can be analyzed in different ways depending on the following: persons who are incapable of dealing need representation, as such a person performs legal actions through their legal representative;

- persons who have full representative capacity, if they do not have the opportunity to directly participate in the conclusion of a transaction, allow another person to conclude such a transaction. Reasons that determine representation are usually factual reasons, among which the following can be distinguished: illness, absence of a person at home, lack of desire of the right holder or the person obliged to exercise the right or fulfill the obligation, lack of knowledge or skills in a particular area, etc.

2) - persons who have full representative capacity, if they do not have the opportunity to directly participate in the conclusion of a transaction, allow another person to conclude such a transaction. Reasons that determine representation are usually factual reasons, among which the following can be distinguished: illness, absence of a person at home, lack of desire of the right holder or the person obliged to exercise the right or fulfill the obligation, lack of knowledge or skills in a particular area, etc.

It should be noted that legal literature has developed a number of opinions and approaches to the concept and essence of representation in civil law. Since representative relations have existed among people since ancient times, it is appropriate that many opinions have been put forward regarding the understanding and interpretation of this system of relations. In particular, according to D.B. Korotkov, "representative organizational and informational relations, regulated by civil law, within which the representative determines the performance of certain legal actions on behalf of the authorized person"[1]. A.R. Muratova interprets representation as "the basis for the emergence, change, and termination of civil rights and duties, a legal method and legal means of their implementation." [2] M.Yu. Dorozhenko notes that "representation is a unique three-sided relationship in which the representative carries out legal actions on behalf of and for the principal, creating legal consequences." 3 According to O.V. Pantelishina, "representation is the performance by one person (representative) on behalf of another person (representative) of legal actions aimed at the emergence, change, and termination of rights and obligations in the representative against third parties, and the responsibility of the representative for these actions"[4].

In our view, representation is an attitude aimed at entrusting one's powers to another person in relation to the performance of legal actions. In this regard, the authorized person, who delegates the exercise of his powers to another person, must accept the legal consequences arising as a result of the exercise, exercise the rights and fulfill the obligations assumed. Therefore, the essence of representation here lies in the fact that the representative transfers the powers that result in the emergence, change, and termination of these rights and obligations and gives instructions for the exercise of these powers. In other words, the

aforementioned views of D.B. Korotkov on representational relations of an "organizational-informational" nature have a certain logical basis. Because the relationship between the assignee and the representative, that is, the transfer of the assignee's powers to the representative, is carried out in the form of a specific assignment, and the relationship between the assignee and the representative forms a certain organizational and informational character.

In civil doctrine[5], "representation" is primarily interpreted through the category of "competence." Moreover, it is understood from the first part of Article 129 of the Civil Code that the representative acts on the basis of the powers granted to him. The term "competence" is derived from Arabic and means "representation, jurisdiction, the right to act on behalf of a person or organization." [6]

In legal literature, there is no consensus on the meaning of the term "authority." From a legal perspective, it is often interpreted as a subjective right of the grantor or as a distinct legal reality. Some authors note that authority is a subjective right through which a person exercises their rights, while delegation is considered part of legal capacity, and the actions of the representative are determined by the authority[7]. The characterization of "authority" as a subjective right is based on the fact that it is at the grantor's discretion to grant or withhold it, and to exercise or not exercise their rights in this way. This stems directly from the grantor's wishes. A person can delegate the exercise of their subjective right, such as property rights, to another person on their behalf. Such a transfer is carried out by granting "authority," however, it remains unclear what legal reality the "authority" itself constitutes.

Several authors have also expressed approaches that deny the existence of subjective right status in "authority." In particular, K.I. Sklovsky writes, "Authority cannot be interpreted as a subjective right because, unlike subjective rights, authority is not transferred either in a sessional or traditional manner. This is evident in the rules for transferring authority to another person, as when authority is transferred, the representative's powers are not annulled. Moreover, while subjective rights are considered a measure of proper behavior, it is impossible to determine the boundaries of authority in certain cases.

Civil law does not consider exceeding the scope of authority to be a violation of rules; on the contrary, in such cases, the rights and obligations arising from the concluded transaction belong to the representative themselves." [8]

A mandate can be viewed as a "license for the exercise of rights, the conclusion of a transaction" provided by its issuer. Because there is no representation without authority, nor does it exist to make a transaction on behalf of another person. In civil law, there are cases of interpreting "command" as a "mandate" of representation as a category different from the ability to deal[9]. In this case, the authority is also considered as an established measure of behavior provided by law to ensure the individual's own interests. [10]

According to J. Hupka, the authority granted to a representative is "the legal capacity to grant rights or impose obligations on another person through their actions." [11] This competence is the competence of the representative to make a transaction for the representative, and also includes the ability to make a transaction, which is an integral part of the representative's civil capacity. After all, anyone who is capable of concluding a transaction can create relevant legal consequences not only for themselves, but also for another person by concluding them[12].

Based on the fact that subjective "civic rights are voluntary dominance granted by the legal order in order to ensure its interests for an individual" [13, 276], K. Larenz and M. Wolf note that "as long as the authority is granted to the representative "for the authorizer," in order to ensure his interests, it is considered a "separate legal dominance" that does not belong to subjective rights." In this case, the representative concluding the transaction entrusted to him pursues his own interests, that is, his interest in the transaction concluded by him takes effect not for himself, but for the authorized person. The satisfaction of this interest by the representative represents the representative.

Based on the analysis of these opinions, it can be said that "competence" is a set of rights and opportunities that belong to an individual in any situation, and he disposes of this set at will. Such disposal may seem to imply both the transfer of "authority" to another person and the implementation of the actions that constitute its content. However, if we delve deeper into the essence of the issue, "competence" evokes the idea of a specific "permission" of a person to transfer the exercise of their rights and capabilities to another person. That is, in this case, the subject of law gives "permission, instruction, instruction" to another person to create, change, and cancel certain rights belonging to him, and only the person responsible for this performs these actions on behalf of the person who gave this "permission, instruction, instruction." Of course, a person's transfer of the exercise of their rights to another person and the preservation of its consequences for himself is subject to certain legal grounds and procedures. Nevertheless, the fact that such actions do not have legal consequences for third parties for the perpetrator of the right to retain their name in the rights by delegating the exercise of the right to another person requires a different approach to the legal nature of "competence."

According to M.I. Braginsky, "competence is a legal reality that does not correspond to the dual system of "legal capacity - subjective law" and is a kind of third aspect, and this is secondary law." [14, 59]

In legal literature, opinions have also formed regarding the interpretation of "authority" as secondary rights. Particularly, if we focus on the essence of secondary law, it is appropriate to consider the following thoughts of A.B. Babaev: "secondary law is a subjective civil right, in which the authorized subject has the absolute possibility of satisfying their interests, and this is considered the subject of judicial protection, which can also be transferred through universal legal succession" [15]. According to S.A. Ivanova, "secondary rights are the ability of a person to establish (modify) subjective rights through a unilateral transaction[16, 45-51]." V.E. Karnushin interprets secondary rights as "a legal opportunity that leads to the creation, modification, or termination of a civil law relationship through the expression of a person's unilateral will." [17, 70]

It should be noted that the term "secondary rights" was first introduced by German scholar A. von Thur[18]. The category "GEStaltungsrechte" was proposed and developed by the German scientist E. Zekkel. It is based on the mutual opposition of absolute rights and relative rights. Because if the owner of exclusive rights allows him to address his claims to any person, the circle of persons to whom the claim can be filed in relative rights is limited. However, in relation to the specific right of individuals, there is also a contradiction of another group of rights, the nature and essence of which requires direct research. There are two specific aspects inherent in all secondary rights. First, these rights are realized through the expression of private freedom - a contract, and this is analogous to the adoption of a document by the state. Secondly, their content is not the existence of direct domination over a certain object, person, thing, material or intangible benefit, but one of the rights of domination (die Herrschaftsrechte) is the one-sided creation, change or cancellation, in other words, creation. [19, 210-211]

Overall, the legal literature contains numerous conflicting opinions on the nature of secondary rights. While most of these opinions emphasize the need to interpret these rights as subjective rights [20, 120-122], others note that secondary law is essentially a way of exercising a right belonging to another person by another person for his benefit. [21]

According to A.V. Germanov, "secondary legal relations are a state of expectation due to the legal possibility of one subject to bind the first person to the expression of his will by another person, such a state can be considered an expectation of the occurrence of a legal fact in the form of the expression of a foreign will[22, 156]." According to F.O. Bogatyrev, "traditional secondary rights are the legal possibility of creating, changing, or terminating civil law relations by expressing one-sided freedom granted to a person." [23]

In our opinion, the comparison of "competence" and "secondary rights" and the search for

commonalities and differences between them are not particularly relevant from a legal and logical standpoint. However, within the framework of the current stage of development of civil law thinking, there is a certain basis for their mutual characterization from the point of view of defining the interpretation of these two legal categories. Based on the relationship between "competence" and "secondary rights," it can be concluded that if "competence" is the possibility of exercising certain rights granted to this representative by another person (a delegate), then "secondary right" can be assessed as the ability of another person to perform legal actions in the interests of one person within the framework of a specific legal relationship within the limits established by law.

There are other approaches to the legal nature of "competence" in the doctrine of civil law. According to him, "authority" is a legal fact: a legal act (circle of actions) that a representative can perform on behalf of the representative, determined by law or the relevant contract, the scope of transactions permitted to be concluded by the representative, a legal fact that determines the limit of the inclusion of the legal capacity of the representative in the legal capacity of the representative, or a legal document that creates the ability of a certain person to represent another, because a legal fact that gives a person certain authority is understood as actions confirming the authority (transfer The essence of this concept lies in the consent of the assignee to the representative to act on his behalf or to the result of the relevant legal action. After all, if consent has legal consequences, such consent is a legal fact, a one-sided agreement.

This concept has certain shortcomings, including: the scope of actions that a representative can perform and the authority that determines the scope of these actions are not the same: the first expresses the material content of the second. Of course, the authority arises on the basis of a certain legal fact (authority), but it is not similar to it in any way. Any legal fact cannot lead to other legal consequences, except for the emergence, modification, cancellation of rights and obligations. If the authority is recognized as a legal fact, then one legal fact gives rise to another. The fact that the representative on the basis of authority "receives not rights, but only the possibility of exercising the rights and obligations of other persons or obtaining them for another person" also indicates the validity of this concept. If this possibility is not a subjective right and is not an element of legal capacity (and the legal doctrine does not know the other meaning of the term "possibility"), then the authority in the proposed interpretation becomes incomprehensible. Authority as a legal capacity belonging to a particular person is a subjective right[24]. Moreover, to express the same legal reality - authority, it is not advisable to use terms that differ in content ("possibility" and "legal fact").

In other words, the proponents of this concept regarding authority, based on this term, do not use it in the sense of a legal fact. For in the interpretation of authority as a legal fact, terms such as the limits of authority, the authority granted to a representative, lose their meaning.

In addition, documents (including a bank card or power of attorney) cannot be assessed as a legal fact (legal act). A written document may be recognized as a record of a legal fact (for example, a one-sided agreement authorizing), but the document itself cannot undoubtedly be a legal fact, at least in the generally accepted interpretation of the term "legal fact."

The debate about the legal nature of power, which has been going on for a long time in civil law, is still being enriched with new ideas today. Thus, S.V. Osipova, along with the subjectivity of law, emphasizes legal capacity and transactional capacity, linking authority to auxiliary transactional capacity as the subject's ability to conclude and make transactions with other persons[25, 28-35]. It is evident that this statement, firstly, does not express "transparency" in the interpretation of the legal essence of the mandate, and secondly, does not implement legal subjectivity, legal capacity, and transactional capacity within the framework of a single criterion. These are different categories: the first includes the other two, and the second includes the third.

Another approach to the legal essence of authority in contemporary literature is proposed by V.V.

Ruzanov [26, 82]. Noting that "command does not in any way correspond to traditional (publicly known) civil law formulas," the author proposes not to attempt to unify already known legal categories, but to interpret it as "subjective law, the direction of which is the right for others in accordance with the purpose of its appointment." When representing the disabled, according to the same author, the authority is characterized by the presence of the following functions (characteristics) in the conglomerate (in a specific set): "this is simultaneously: a) the form of "actionalization" of the author's rights and obligations (as an expression of his legal capacity); b) the form of existence of rights and obligations (contractual obligation) in certain civil law relations of the assignee, as a result of which the representative's ability to conclude a transaction is realized and the "effect" of the representative's ability to conclude a transaction is created; c) the form of the representative's exercise of his rights and obligations as a parent, adopter, or guardian, established by law[27, 86]," according to V.V. Ruzanov, which "on the one hand allows us to speak of the interdependence of the ability and authority to make a transaction, and on the other hand, the presence of elements of competence in the structure of the authority."

V.V. Ruzanov, defining such a complex structure of the essence of authority, nevertheless, it can be considered that authority, by its legal nature, is subjective right or at least jurisdiction as part of a complex subjective right.

It is also somewhat more difficult to understand the interpretation of the powers exercised by Yu.S. Kharitonova. Studying the scope of the owner's rights and interpreting them as powers, drawing on the similarity between them and representative powers (which is very controversial in itself), Yu.S. Kharitonova believes that "in all cases, powers arise from the owner's dominance over property or from the free expression of a person's will[28]." Furthermore, the author proposes "solving existing disputes in the doctrine regarding the definition of authority as follows." As a result of delegating authority to a person, their status changes (with the occurrence of a legal fact - a change in the situation), its content becomes a right to unilateral actions (secondary rights), "a power in private law is not a subjective right, but an expression of legal capacity." The authority is presented as a one-sided action. This right arises from capacity, and although it does not belong to it, it can create a subjective right or manifest itself as a secondary right. Nevertheless, further considerations lead the author to the conclusion that, first of all, "the denial of the nature of authority as a subjective right, as well as the determination of status as a state of a person, leads to the need to consider authority as a legal fact," and then, conversely, the following opinion is expressed: "the authority itself is not a legal fact, but the authority may arise from a legal fact."

In the literature, there are cases where the authority is interpreted not as a right, but as the obligations of the assignee to the representation of the representative to whom the subjective right corresponds[29]. Indeed, on the basis of an assignment (agency) agreement, the representative also assumes not only the right of representation (authority), but also the fulfillment of his obligations under the agreement or guardianship, but this obligation arises for the realization of the right to representation - the authority. And the author (who indicated the authority above as the duty of the representative) comments that "competence is an element of legal fact and legal content, but it is not a specific subjective right, but only related to it."

Show the complexity of the problem of the above-mentioned views on the essence of the representative's powers, including the considerations of its "hybrid" (can be said exotic), i.e. the interpretation of authority as both subjective right, obligation, and legal fact.

In the sense of part one of Article 129 of the Civil Code, a competence is the ability of one person to act with direct legal consequences for another person, therefore a competence cannot be qualified otherwise than in subjective civil law. This is recognized by a number of scholars, but the indication of authority as a subjective right does not usually indicate the corresponding obligation, the legal relations in which this right exists are not

taken into account, its legal content and characteristics are not disclosed[30, 75]. And in some cases, the authors, emphasizing the controversial essence of the concept of authority, conclude that "in any case, from the point of view of its content, authority is a measure of the possible behavior of the representative in relation to third parties," however, evaluating this "measure" as a subjective right leaves open the question of the legal nature of authority. [31]

The authority, as the organizational subjective right of the representative, is primarily characterized by the fact that it is the ability of another person to acquire or exercise a subjective right or obligation in relation to third parties. According to K.I. Sklovsky, "all actions, obligations, and rights of the representative are related to actions that create and terminate them." It is impossible to extract any other benefit from the authority, and that is enough[32, 110]." It follows from this that no one can grant other powers beyond their right.

The authority of a representative is a structurally complex subjective right. The main element of its composition is the right to possess positive actions in relation to third parties, which have a direct legal effect for the representative, as an opportunity to carry out legal activities on behalf of the representative.

The material content of this right is determined by the actions that the representative has the right to perform on behalf of the representative (contracting, transferring property, claiming and accepting property, etc.). These actions are legal, aimed at exercising the legal capacity, subjective rights and (or) obligations of the authorizing person, and have binding legal consequences for him, that is, they are transactions or other purposeful legal actions.

It should be noted that the material composition of the mandate is not limited to the ability to make transactions only (although often the mandate to make transactions is granted). These can be other legal actions, i.e. actions that have legal consequences (for example, receiving the salary of the power of attorney, participating in court on behalf of the power of attorney, fulfilling the contract in whole or in part, refusing to fulfill it, signing a dispute protocol on the concluded contract, registering documents in the registry office and in the registry office, creating a legal entity, registering as an individual entrepreneur, registering the rights for inventions, utility models, industrial designs by authors or other At the same time, the scope of legal actions that a representative can take is limited by law in a certain way (primarily to protect the interests of the representative). Therefore, in accordance with Paragraphs 2 and 3 of Article 129 of the Civil Code, a representative cannot under any circumstances make transactions in relation to himself personally on behalf of the representative. It is also unable to make such transactions in relation to another person, for whom it is simultaneously representative, with the exception of commercial competence. Moreover, by its nature, it is forbidden to make other transactions specifically specified in the law, which can only be made personally by the representative.

In this regard, in particular, it should be taken into account that a power of attorney issued by a party to the contract to the husband (or wife) of the other party may cause certain difficulties. In practice, there have been cases where a sales representative signed a sales contract with his wife on his behalf.

According to Article 23 of the Family Code, the acquired property is the joint property of the spouses, regardless of whose name it is taken (unless another regime of property is established in the marriage contract). In this example, the representative of the seller acted as if he had entered into a transaction with the buyer of the property. However, according to Paragraph 3 of Article 129 of the Civil Code, a representative is prohibited from making transactions in relation to him personally on behalf of the representative. Therefore, sellers should not issue a power of attorney to the buyer's spouse, which may subsequently lead to the possibility of recognizing such a transaction as invalid.

At the same time, it is almost impossible to agree with the opinion that the authority is always limited to the ability to make transactions or other

legal actions. In addition, it implies the possibility of performing certain legal actions in all cases and with legal consequences for the authorized individual, but may also include the possibility of performing certain factual actions necessary for the exercise of the authority (pre-sale preparation of goods, registration of any documents, trips, inspections, etc.), which are often mentioned in the literature. [34, 77]

The competence should include the right to demand as a subjective right, in this case the right to demand from the representative to bear all the legal consequences of actions committed within the competence.

Subjective rights include the ability to activate the state's enforcement apparatus. Therefore, since the authority is exercised by the authorized person (representative) through legal acts that have legal consequences for the person (representative) who assumed the obligation, an appeal to the authorized bodies is not a compulsion of the representative to fulfill the obligation, but rather a recognition of the legal consequences arising as a result of the actions of the representative to exercise the authority.

The aforementioned aspects of the signs and structure of the authority allow it to be defined as the organizational subjective right of the representative to perform certain legal actions on behalf of the authorized individual and in his/her interests, which in his/her relations with third parties entails legal consequences for the authorized individual.

A mandate can be created and manifested in its implementation, as there is a compelling person against its holder, who must bear all the legal consequences arising from the proper exercise of the mandate.

Scholars who interpret authority as a subjective (secondary) right either show that someone's obligation to this right is incompatible[35, 56] (but obligation is an integral ratio of subjective right) or simply do not name it as a subjective right or interpret it not as a duty of the representative, but as a dependence on the obligation[36, 324], or as the duty of the authorizer to recognize the legal consequences of the representative's will[37, 9], or to assume all the legal consequences of the representative's actions within the competence.

Furthermore, it is indicated that this same obligation contradicts the mandate and is usually significantly different from the meaning of the term "acceptance" (see: obligation to accept property under Article 386 of the Civil Code), as there is no "transfer" of subjective rights and obligations arising from the implementation of the mandate from the representative to the delegate.

The problem of determining the obligations corresponding to their rights in relation to positive actions is faced by scientists studying various legal relationships. Based on the thesis "There is no obligation without obligation, no obligation without obligation," attempts are made to justify the existence of independent obligations that contradict the right to perform actions that have legal consequences for other persons. Despite the difference of positions on which such a rationale is based, as a rule, there are only obligations that arise when the "corresponding" right is exercised.

Thus, the right of the lessor to terminate the contract is comparable to the obligation of the lessor not to detain the property for more than the specified period and return it in whole; the right to determine the method of fulfilling the contract for the delivery of goods (right to transit) is related to the acceptance of an execution from a third party or the fulfillment of an obligation to a third party when the subject of the transit right of the counterparty exercises its right.

However, "debt" in the generally accepted sense does not exist as a necessity to perform or not perform a specific action, as it is subject to the term "obligation." Acceptance of this point of view means recognizing the existence of subjective rights without obligations and rights without obligations: on the one hand, before the realization of a subjective right, a certain obligation does not contradict it, on the other hand, at the moment of the realization of the right, that is, at the moment of its termination, there are obligations that contradict the already abolished right.

In our view, scholars who focus on the emergence

of the right to commit actions that have binding legal consequences for other individuals and the resolution of the issue of an obligation corresponding to subjective law, including the right to express one's will, believe that a person who has a specific obligation to commit an action that has certain legal consequences for other individuals, these consequences arise independently of their will, without any action. However, even these authors do not explain the legal nature and material content of the obligation, debt, and attachment that are contrary to the relevant law. [38]

Based on the above analysis, it should be noted that representation is the activity of one person on behalf of another person aimed at concluding transactions (legal actions) that create legal consequences for him. The interpretation of representation as an activity, the services of the representative, or an action in the interests of another person (the authorizer) from the point of view of legal regulation, expresses the elements of "authorizer - authority - representative."

Therefore, if the "authority" that constitutes the content of representation is interpreted, on the one hand, as "permission, consent, or private "license" for legal action on behalf of another person," on the other hand, it can be assessed as "subjective law, secondary law, legal fact." despite the different approaches to the terms "representation" and "command" in the civil doctrine, it should be acknowledged that the task of its appointment does not change and always remains the conclusion of a transaction on behalf of another person and with legal consequences for it.

CONCLUSION

The concept of representation is multifaceted, with profound implications across cultural, political, and social landscapes. By critically examining how representation shapes our understanding of identity and power, we can better engage in meaningful discussions about equity and inclusivity. In an era where media and communication rapidly evolve, remaining vigilant about representation's complexities and impacts is crucial in fostering a more just society.

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