

Unregulated And Hybrid Transport Service Contracts: A Comparative Study of Uzbekistan, Russia, Japan, The United States, Malaysia, And Other Jurisdictions

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Received: 17th Oct 2025 | Received Revised Version: 30th Oct 2025 | Accepted: 29th Nov 2025 | Published: 09th Dec 2025

Volume 07 Issue 12 2025 | Crossref DOI: 10.37547/tajpslc/Volume07Issue12-01

Abstract

This article analyzes unregulated and hybrid transport service contracts that have emerged in modern mobility ecosystems. These include app-based taxi platforms such as Yandex Go and MyTaxi, ride-sourcing services, on-demand auxiliary services such as battery jump-start and alcohol-free driver assistance, and car-sharing models including Delimobil, Zipcar and Times Car Plus. These contractual arrangements combine elements of transportation, agency, rental, consumer services, digital intermediation and payment facilitation. As a result, they do not correspond to traditional classifications in civil legislation.

In many jurisdictions, including Uzbekistan, such contracts remain legally unnamed. This leads to difficulties in legal qualification, uncertainty in consumer protection, unclear distribution of liability, taxation problems and gaps in regulatory oversight. Based on civil-law theory, international transport regulation and comparative case studies, the article proposes a doctrinal understanding of hybrid transport contracts and develops recommendations to improve the legislative framework of Uzbekistan.

Keywords: Unnamed contract; hybrid contract; transport services; mobility platforms; app-based taxis; ride-sourcing; car-sharing; digital intermediation; liability; consumer protection; civil law of Uzbekistan; regulatory framework.

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Cite This Article: Nosirjon Askarov. (2025). Unregulated And Hybrid Transport Service Contracts: A Comparative Study of Uzbekistan, Russia, Japan, The United States, Malaysia, And Other Jurisdictions. The American Journal of Political Science Law and Criminology, 7(12), 1–6. <https://doi.org/10.37547/tajpslc/Volume07Issue12-01>

1. Introduction

Digital mobility services have reshaped transportation markets in many countries. What was once understood as a traditional taxi service has developed into a multilayered ecosystem that combines technological, logistical and consumer-oriented functions. Platforms such as Yandex Go, Uber, MyTaxi, Bolt, Lyft, Grab, Careem, DiDi and InDriver no longer operate solely as providers of passenger transport. They integrate additional services, including alcohol-free driver assistance, battery jump-start and emergency help,

package and document delivery, small-parcel logistics, roadside support, pre-booking and hourly rental options, chauffeur services, as well as in-app micro-insurance and loyalty programs [1,2,3].

From a legal perspective, these composite mobility services do not correspond to any single statutory contract type. They combine elements of a transportation contract, a service contract, a digital intermediation agreement, a vehicle rental agreement, an agency contract and consumer protection obligations. The result is a hybrid contractual model that civil-law scholars

describe as a mixed or unnamed contract. Where legislation does not provide a direct classification, these contracts remain legally undefined and therefore unregulated.

In Uzbekistan, neither the Transport Code nor the Civil Code directly defines the status of modern platform-based transport services, which leads to uncertainty in legal qualification and enforcement. This article addresses this gap by examining hybrid transport contracts through a comparative legal analysis and assessing their relevance for the national regulatory framework.

2. Results

The theoretical understanding of hybrid and unnamed contracts in the sphere of transport services stems from the evolution of civil-law doctrine in response to rapid technological change. Classical contract categories that once structured transportation markets are increasingly unable to describe the complex interactions generated by digital mobility platforms. Leading scholars of civil law, including Ioffe, Braginsky, Vitransky, Butler and Piskov, argue that modern service ecosystems integrate several legal elements into a single contractual relationship, forming a qualitatively new type of agreement. These models combine transportation services, agency functions, rental elements, consumer services, digital intermediation and payment facilitation into a unified process. Their defining characteristics include the convergence of heterogeneous legal elements, the economic unity of the service consumed by the client and the absence of any normative statutory definition. For these reasons, jurisdictions such as Uzbekistan, Russia, Japan and the United States increasingly rely on the doctrinal category of unnamed mixed contracts to describe the legal structure of digital mobility services [4].

The global transport-services market reflects this doctrinal shift. Digital platforms have transformed everyday mobility by creating demand-driven, flexible and highly personalized services. What was once a simple taxi ride has become an integrated ecosystem that combines transport, logistics, emergency assistance, communication technologies, user data analytics, digital payments and risk-management instruments. International platforms such as Yandex Go, Uber, Bolt, Lyft, Grab, Careem, DiDi and InDriver now operate as multifunctional digital intermediaries. Their service

packages include alcohol-free driver assistance, battery jump-start and roadside support, document transport, small-parcel logistics, technical help, in-app micro-insurance, pre-booking and hourly rental, differentiated comfort levels, driver rating systems and loyalty incentives. From a legal perspective, each of these functions introduces its own contractual element, creating a structure that has no equivalent in the classical typology of civil-law contracts.

The case of Uzbekistan illustrates this transformation particularly clearly. Platforms such as Yandex Go and MyTaxi function as technological intermediaries that coordinate drivers, customers, auxiliary technicians and couriers within a single digital network. Their services demonstrate why these legal arrangements cannot be characterized under traditional contract categories. The alcohol-free driver service, known in various jurisdictions as “*trener-voditel*,” involves sending a sober professional driver to operate the client’s personal vehicle. This model cannot be classified as a taxi service, a vehicle rental agreement or a classical agency contract. Instead, it includes elements of personal service, temporary delegation of vehicle control, risk allocation, digital dispatch, and contractual liability between three parties, none of which are explicitly covered in Uzbek taxi regulations or transport legislation. Similarly, battery jump-start and technical-emergency services offered by MyTaxi resemble a mixture of technical service, roadside assistance and insurance-like emergency protection, yet they are not regulated in any Uzbek normative act. Parcel delivery via Yandex Go combines courier services, transportation, agency, digital intermediation and payment facilitation. Carriers are not licensed as postal operators, and logistic intermediaries are not classified as transport companies under the existing Transport Code, which results in substantial legal uncertainty. Since no statutory classification captures these models, they remain unnamed mixed contracts under the Civil Code of Uzbekistan [5,6,7].

Russia provides one of the most advanced examples within the CIS region of hybrid mobility services. Carsharing platforms such as Delimobil, BelkaCar and Yandex Drive combine vehicle rental for extremely short time periods with mandatory insurance, digital telematics monitoring, fuel usage rules, automated fines for violations, remote immobilization, maintenance services and comprehensive personal-data processing. Although carsharing has become a standard part of urban transport, Russia still lacks a dedicated law regulating it. All legal

relationships are based on unnamed digital contracts presented as public offers, leaving regulatory oversight to general civil-law principles. In addition to carsharing, Yandex Go operates a series of auxiliary mobility services such as pet transportation, child-seat provision, roadside assistance, courier logistics, alcohol-free driver assistance and premium chauffeur services. None of these appear in federal transport legislation, which means their legal nature must be derived through analogy and doctrinal interpretation.

The United States represents an even more complex legal environment where platforms such as Uber and Lyft introduced the concept of the Transportation Network Company. These entities do not fit within the definitions of taxi operators, rental companies, independent contractors or electronic merchants. Their contractual structure includes transportation agreements, software licenses, independent-contractor frameworks for drivers, insurance arrangements embedded in the application, digital dispatch and logistics coordination. Each of these components is interdependent, forming a multi-layered hybrid contract. Numerous American court cases confirm this structure. Decisions in California, New York and Texas consistently describe TNCs as providers of composite, technologically mediated services that cannot be categorized within traditional transport law. In the case of *Uber Technologies v. City of Seattle* (2016), the federal court noted that Uber drivers operate under a multi-component hybrid digital-transportation contract that has no historical analogue in classical transportation law, affirming scholarly arguments about the unique nature of these agreements [8,9,10].

The emergence of such hybrid structures challenges the capacity of national legal systems to categorize, regulate and enforce rights and obligations within these new models. Traditional transport legislation was designed for physical operators, fixed vehicles, stable routes and regulated pricing. Digital platforms, however, introduce algorithmic pricing, dynamic driver allocation, fluctuating service levels, rating-based decision making, automated suspension, cross-border payment processing and large-scale personal-data flows. These technological features render existing regulatory categories insufficient. Unnamed mixed contracts in digital mobility raise questions about consumer protection, liability distribution, accident compensation, taxation, licensing, insurance, evidentiary standards and the interpretation of digital agreements.

In jurisdictions like Uzbekistan, the absence of statutory definitions creates uncertainty for regulators, businesses and consumers. The Transport Code and Civil Code do not address digital intermediation or platform-based mobility. Law-enforcement authorities often lack guidance for qualifying violations, assigning responsibility or resolving disputes involving digital evidence, app-based communication, GPS data or algorithmic decision making. The evolution of hybrid mobility markets therefore requires a re-examination of civil-law doctrine, comparative legal experience and regulatory tools. A comprehensive legal analysis is necessary to determine which contractual elements should be regulated, how liability should be distributed, how consumer rules apply to platform users and how digital intermediaries should be recognized within the legal system.

Japan provides one of the most illustrative examples of hybrid mobility contracts, particularly within the context of Mobility-as-a-Service (MaaS). Companies such as Times Mobility Co., which operates the Times Car Plus system, offer mobility products that merge short-term vehicle rental, subscription-based mobility services, parking membership programs, in-app insurance coverage and electric-vehicle charging into a single integrated contractual framework. Although each of these elements has its own classical legal characteristics, the user experiences them as a unified service. This economic and functional unity is what gives the model its hybrid contractual nature [10,11].

Japan's contract law tradition shows that hybrid structures are not limited to transport services. A well-known historical example is the late-1980s cooperation between Nintendo and Sony, which involved a technology-development agreement for enhanced audio hardware. The contract blended elements of technological collaboration, licensing arrangements, shared hardware development and profit-distribution mechanisms. Although the arrangement eventually collapsed, Sony used the contractual and technological groundwork to create the PlayStation system, which became one of the most influential entertainment platforms worldwide. This example illustrates how hybrid contracts can serve as catalysts for entirely new industries, demonstrating their far-reaching economic and technological impact.

Malaysia offers another important example of hybrid contracting through its dominant platform, Grab. The

Malaysian mobility ecosystem integrates ride-hailing, last-mile delivery, digital payment systems, food-service aggregation and micro-insurance within a single platform environment. Grab's contractual system therefore includes ride-sourcing agreements, logistic delivery contracts, financial contracts embedded in the GrabPay e-wallet, merchant-service agreements and small-scale insurance arrangements. Each of these functions has distinct legal roots, yet the Malaysian Contract Act of 1950 and the Transport Act of 2010 do not provide categories capable of capturing their combined structure. For this reason, Malaysian regulators classify them as multi-component hybrid agreements. The Ministry of Transport Guidelines for E-Hailing Services, issued in 2020, explicitly acknowledge that such platforms operate through multi-layered contractual relationships, confirming their doctrinal position as unnamed hybrid contracts [12,13].

Hybrid mobility models are also visible in Turkey and the United Arab Emirates. In Turkey, BiTaksi operates simultaneously as a taxi service, a digital marketplace and an intermediation platform, all executed within one contractual chain. Marti Mobility, which provides scooter rental services, integrates short-term rental, subscription options and Internet-of-Things tracking technologies. These arrangements are clearly hybrid rental contracts, combining technology, service provision, physical access and liability rules into a single operational system. In the United Arab Emirates, platforms such as Careem and Yango link chauffeur services, grocery and pharmacy delivery, car rental with driver, subscription mobility passes and a variety of digital functions. Although the Dubai Roads and Transport Authority has acknowledged these hybrid features in several regulatory instruments, no statutory definition has been adopted. The UAE therefore treats these models as unnamed contractual constructs guided by general civil-law principles and sectoral administrative rules.

The persistence of hybrid contractual models across jurisdictions reflects the limitations of traditional legislative frameworks. In many countries, transport legislation predates the emergence of digital platforms and was drafted for physical taxi operators, fixed routes, paper-based licensing and predictable pricing mechanisms. As a result, these laws cannot adequately describe the complex service chains offered by digital mobility providers. A single platform service usually contains elements of taxi law, consumer-rights law,

digital-platform regulation, vehicle-rental principles and insurance law. This multiplicity of identities creates uncertainty in the classification of rights and obligations.

Hybrid contracts also raise significant issues in taxation and liability. When an accident or service failure occurs, the law may not clearly indicate whether responsibility lies with the driver, the platform operator, the passenger, the owner of the vehicle or the insurer. This uncertainty complicates both civil liability and administrative enforcement. Furthermore, the technological dimension introduces additional legal risks associated with data collection, continuous GPS tracking, algorithmic processing, rating systems and predictive analytics. These elements raise questions about data protection, evidence admissibility, algorithmic transparency and user consent.

Because the digital mobility environment relies on automated decision-making, dynamic pricing and real-time data flows, traditional regulatory models are not sufficient to govern its operations. Hybrid contracts therefore remain largely unregulated or only partially regulated, requiring extensive reliance on analogy, judicial interpretation and doctrinal reasoning. Across different jurisdictions, the core challenge lies in the tension between traditional contract typologies and the multi-component service frameworks created by technological innovation. A deeper understanding of these hybrid structures is essential for developing coherent legislative reforms, improving consumer protection and ensuring legal certainty in the rapidly evolving mobility sector.

In Uzbekistan, the existing legal framework describes only two classical categories of transport activity, namely taxi services and general motor transportation. These definitions were developed for traditional operators and conventional service structures, and they do not reflect the complex contractual models created by digital mobility platforms. As a result, several categories of modern transport and mobility services remain outside statutory regulation. Ride-sharing arrangements, chauffeur services that provide a driver without a conventional taxi model, technical roadside assistance delivered through digital platforms, platform-based intermediation between drivers and users, parcel delivery conducted through private passenger vehicles and multifunction transport packages that combine logistics, delivery, rental, and digital services are not recognized in any normative legal document. Because the law does not

contain dedicated provisions for these models, they fall under the general principle of contractual freedom expressed in Article 354 of the Civil Code. This means that all such services operate as unnamed hybrid contracts whose legal nature must be interpreted through doctrinal reasoning and analogies with classical contracts, creating a zone of uncertainty for regulators, businesses and consumers.

The lack of statutory clarity has significant implications for the development of Uzbekistan's mobility sector. Hybrid models raise questions about platform responsibility, allocation of liability among multiple actors, accident compensation, user protection, taxation, licensing, insurance obligations and the enforceability of digital agreements. Without dedicated legal categories, courts and administrative bodies are required to rely on general contractual principles, which leads to inconsistent interpretation, regulatory fragmentation and a growing gap between the technological realities of the mobility market and the legal tools available to supervise it. In this context, the modernization of the legal framework becomes necessary to reduce ambiguity and align national regulation with international practice.

A coherent reform strategy would begin with the introduction of a new chapter in the Civil Code devoted to hybrid and platform-based transport contracts. Such a chapter should contain definitions of digital mobility contracts, specify the responsibilities of platform operators, clarify the legal status of drivers and couriers and establish conditions for combining different legal regimes within a single contractual relationship. Transport legislation should also be updated to include categories such as ride-sourcing, mobility platforms and multimodal transport contracts, ensuring that digital mobility services are recognized as distinct legal phenomena rather than being forced into outdated classifications.

Regulatory reforms should additionally provide for licensing of hybrid mobility providers following the models applied in the United Arab Emirates by the Roads and Transport Authority or in Malaysia through its e-hailing regulatory system. Licensing mechanisms would help standardize platform obligations, safety requirements, consumer protections and data-handling procedures. The introduction of mandatory insurance obligations specifically designed for hybrid mobility ecosystems would provide legal certainty in cases involving accidents, service failures or property damage.

Finally, the adoption of judicial guidelines by the Supreme Court, similar to Kazakhstan's explanatory acts, would assist courts in interpreting mixed and unnamed transport contracts consistently, offer methodological clarity for law-enforcement bodies and create a more predictable environment for businesses and consumers.

These reforms collectively aim to bridge the gap between technological innovation and legislative development, ensuring that Uzbekistan's mobility sector can evolve in a legally stable and transparent manner.

Hybrid and unnamed transport service contracts illustrate a fundamental transformation occurring within global mobility systems. The shift from classical, single-function transportation models to integrated, multifunctional mobility ecosystems demonstrates how digital platforms, data-driven coordination and consumer-oriented service design have altered the legal landscape. The comparative analysis of different jurisdictions confirms that no country has fully resolved the regulatory challenges posed by hybrid mobility contracts. Uzbekistan currently operates without any dedicated statutory framework, relying instead on general civil-law principles that do not adequately capture the complexity of digital mobility services. Russia and Malaysia have introduced partial guidelines and administrative instruments, yet they still depend heavily on public digital offers and general contractual doctrine. The United States and Japan adapt through judicial interpretation, case law and technological experimentation, while the United Arab Emirates and Turkey have chosen regulatory flexibility that allows platform-based services to operate even without rigid statutory categories.

These examples illustrate that hybrid mobility contracts will continue to expand and dominate the structure of transportation services over the next decade. Their growth is driven by consumer demand, platform innovation, algorithmic logistics, real-time data integration and the emergence of new service models that combine transport, rental, intermediation, insurance, payments and technical assistance within a single operational chain. As these services evolve, the absence of clear legal frameworks creates risks in liability allocation, consumer protection, data governance, taxation, licensing and enforcement. Without structured legal recognition, businesses face uncertainty, regulators struggle to supervise digital mobility markets and users

receive inconsistent protections.

For Uzbekistan, the creation of a comprehensive, coherent legal approach is essential. A structured regulatory system would provide clarity on the legal status of platform operators, define the contractual nature of hybrid mobility services, establish standards for liability and insurance, and create transparent rules for digital evidence and data processing. Such reforms would not only reduce legal ambiguity but also encourage innovation, competition and investment within the mobility sector. Developing a forward-looking legislative framework would align Uzbekistan with global regulatory trends and support the safe, efficient and technologically advanced evolution of its transport ecosystem, ensuring that economic growth and consumer interests are protected in a rapidly changing mobility environment.

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