

LEGAL CONSEQUENCES OF NON-AUTHENTICITY OF TRANSACTIONS

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ABSTRACT

Today, we are becoming participants in civil law relations, whether we know it or not. Such situations are manifested in the form of various agreements. For example, when we simply buy something we need for our daily needs from a small shop, when we order products at wholesale prices to start a business, when we ask for food delivery, when we use the services of a carpenter, and so on. The article also examines the invalidity of civil law agreements and their types, as well as the problems that exist in practice in this regard. In addition, it briefly discusses the invalidity of civil law agreements, the relationship between absolutely invalid transactions and disputed transactions, the legal consequences of invalid transactions, the application of restitution when the agreement is invalid, the joint liability of the parties to the agreement.

Keywords: *disputed agreements, invalidation of agreements concluded by persons who do not understand or manage the significance of their actions, persons who do not understand or manage the significance of their actions.*

БИТИМЛАР ЎЗ-ЎЗИДАН ҲАҚИҚИЙ САНАЛМАСЛИГИНИНГ ҲУҚУҚИЙ ОҚИБАТЛАРИ

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АННОТАЦИЯ

Бугунги кунда ўзимиз билган ва билмаган ҳолатларда фуқаровий-ҳуқуқий муносабатлар иштирокчиларига айланиб қолаяпмиз. Бундай вазиятлар эса турли хилдаги битимлар, шартномалар тузиш шаклида намоён бўлмоқда. Мисол учун оддийгина кичик дўкондан кундалик эҳтиёжimiz учун зарур бўлган бирор буюмни сотиб олганимизда, тадбиркорлик фаолиятини йўлга қўйиш учун маҳсулотларни улгуржи нархларда сотиб олгани буюртма берганимизда, таом етказиб беришларини сўраб мурожаат қилганимизда, дурадгор хизматидан

фойдаланганимизда ва ҳоказо. Шу билан бир қаторда мақолада Фуқаролик ҳуқуқига оид битимларнинг ҳақиқий эмаслиги ва уларнинг турлари, бу хусусда амалиётда мавжуд муаммолар ҳам ўрганилади. Мақолада фуқаролик-ҳуқуқий битимларнинг ҳақиқий эмаслиги, мутлақ ҳақиқий саналмайдиган битимлар ва низоли битимларнинг ўзаро нисбати, ҳақиқий саналмайдиган битимларнинг ҳуқуқий оқибатлари, битим ҳақиқий эмас деб топилганда реституциянинг қўлланилиши, битим тузувчиларнинг битим ҳақиқий эмас деб топилганда солидар жавобгарлиги масалаларига ҳам қисқача тўхталиб ўтилган.

Калим сўзлар: низоли битимлар, ўз ҳаракатларининг аҳамиятини тушуна олмайдиган ёки уларни бошқара олмайдиган шахслар томонидан тузилган битимларни ҳақиқий эмас деб топши.

ПРАВОВЫЕ ПОСЛЕДСТВИЯ НИЖТОЖНИЕ СДЕЛОК

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АННОТАЦИЯ

Сегодня мы становимся участниками гражданско-правовых отношений, осознаем мы это или нет. Такие ситуации проявляются в виде различных соглашений. Например, когда мы просто покупаем что-то необходимое для наших повседневных нужд в небольшом магазине, когда мы заказываем продукты по оптовым ценам для открытия бизнеса, когда мы просим доставку еды, когда мы пользуемся услугами плотника и так далее. Рассмотрены недействительность гражданско-правовых сделок, взаимосвязь между абсолютно недействительными сделками и спорными сделками, правовые последствия недействительных сделок, применение реституции при признании договора недействительным, солидарная ответственность сторон договора.

Ключевые слова: *спорные транзакции, признание недействительными соглашений, заключенных лицами, которые не понимают значимости своих действий, и лицами, которые не могут контролировать своих действий.*

INTRODUCTION

Current legislation sets out certain legal consequences for transactions that are not automatically valid. Such consequences are reflected in the legislation, depending on the nature and location of each transaction, which is not in itself valid. According to Article 114 of the Civil Code, an invalid transaction does not entail any legal consequences other than those related to its invalidity, and is invalid from the moment of its conclusion.

If the agreement is not valid, each of the parties shall return to the other everything received under the agreement, and if it is impossible to return the received thing in its original form (including the use of property, work performed or services rendered), other consequences of invalidity of the agreement if it is not withheld, it must pay its value in cash.

The general and specific grounds for invalidating a transaction, as well as the general and specific consequences of recognizing it as such, are different. The general grounds in question are enshrined in Article 116, in which transactions that do not comply with the requirements of the legislation are declared invalid. The general consequence of the invalidity of the agreement is the bilateral restitution in accordance with the second part of Article 114 of the Civil Code, that is, bringing the parties to the state before they concluded the agreement.

The law imposes an obligation on each of the parties to return to the other party everything received under the agreement in order to bring the parties to the non-genuine transaction to a condition prior to the conclusion of the agreement. If it is not possible to return the items received in their original form, the value must be covered in cash. In cases when the received item cannot be returned in its original form (use of property, performance of works, rendering of services), the amount of compensation may be determined based on the amount of payment for use of similar property, performance of similar works and rendering of services.

When returning the property to its original condition, its condition must be taken into account. If the property is damaged, its deterioration should be compensated, taking into account normal depreciation. If the person who used the property made changes to the property that increase its value, the appropriate amount must be paid by the party to whom the property is returned.

DISCUSSION AND RESULTS

As noted above, one of the common methods used when transactions are found to be invalid is restitution. According to DO Tuzov, restitutorial legal relations represent the obligation of unilateral protection, within which vindication, possessor,

conditioning claims, as well as claims for damages are made. As a rule, the claim for restitution of individually-identified items transferred under an unrealistic transaction under Article 114 (2) of the Civil Code is in favor of the parties to the transaction only if they have some rights to the property occurs, and in this case the restitution of ownership coincides with vindication. If the trader has no rights to the item, it is when the processor has protection features, ie the ownership of the item is actually transferred against the trader's will (transactions with incapacitated and young children, coercive agreements, as well as those who do not understand the consequences of their actions or transactions concluded by persons who cannot manage) have the right to demand the item. If there are no conditions for vindication, possessor protection, it is not possible to apply the ownership restitution and the item must be left in the possession of the recipient. In the absence of enrichment on the part of the non-real transaction, there is an obligation to pay the price of what was received under this agreement under the compensatory restitution. In this case, the consequences of the loss of property represent a measure of liability. Under Section 1025 (2) of the CC, the acquirer is liable to the victim for any accidental misappropriation or deterioration of property that was unjustifiably acquired or saved after the time when he knew or should have known that the acquired wealth was unfounded. So far, he is only responsible for revenge and gross negligence. In the absence of the conditions of liability provided for in Part 2 of Article 1025 of the Civil Code, the obligation to pay is assessed as unreasonably acquired wealth, and restitution is expressed as a conditional claim. Therefore, the obligation to pay the value of the property received under Part 2 of Article 114 of the Civil Code can not be imposed on incapacitated and delict minors. In this case, the amount of claims against them should not exceed the amount of unjustly acquired wealth obtained as a result of the conclusion and execution of an invalid transaction.

Although the current legislation stipulates that non-compliance with the form of the agreement required by law will result in its invalidity, it does not provide for its legal consequences. Such rules apply to the rules set out in Article 114 of the Civil Code, and on the basis of restitution, the parties return what they received from each other.

According to Sh.M.Asyanov, the legal consequences of transactions that do not meet the requirements of the legislation, which is the next type of transactions that are not considered real, are also defined in Article 114 of the Civil Code. If both parties to such an agreement have malicious intent - if the agreement is fulfilled by both parties - everything they receive under the agreement will be recovered from the

income of the Republic of Uzbekistan, and if the agreement is executed by one party, everything it receives from the other party. Everything that exists is levied on the income of the Republic of Uzbekistan.

In the event that only one party to such an agreement has a malicious intention, all that it has received under the agreement must be returned to the other party, and the other party has received or should receive in return for the performance of the agreement the income of the Republic of Uzbekistan.

However, this opinion has no legal basis. In fact, the CC provides for the application of the provisions of Part 2 of Article 114 of the CC in relation to the invalidity of the transaction, which does not comply with the requirements of the legislation, and does not contain rules on recovery of proceeds from the transaction in favor of state revenue. In general, it is clear that the rules set out in the CC regarding the legal consequences of transactions that are not valid do not contain a rule that the items received under the agreement are recovered from the state revenue. The rule of recovery of the proceeds of the agreement in favor of state revenues is found in the legislation of a number of CIS countries. For example, according to Article 169 of the Civil Code of the Russian Federation, agreements concluded against the principles of law and order and morality are not valid in themselves. In the event that both parties have intent and the parties execute the agreement, all proceeds from the transaction shall be recovered from the income of the Russian Federation. Recovered from the income of the Federation. In the event of intent on the part of only one party to such an agreement, the items received by him under the agreement shall be returned to the other party, and the items belonging to the first party shall be recovered from the income of the Russian Federation.

According to Article 157, Part 4 of the Civil Code of the Republic of Kazakhstan, if the agreement is aimed at achieving Civil goals, in the event of intent on both sides, the items received or expected to be received by them under the agreement are confiscated by court decision or verdict. In the event that such an agreement is executed by the first party to the second party, all items received by that party and the income that is due to the first party shall be confiscated. If both parties to such an agreement have not entered into enforcement, all items intended to be executed under the agreement shall be confiscated.

According to Part 3 of Article 228 of the Civil Code of the Republic of Ukraine, such an agreement may be declared invalid if it is concluded in the interests of the state and society without complying with the requirement of its compliance with its ethical principles. If the agreement, which was declared invalid by the court, is made

against the interests of the state and society, and the actions of both parties are intentional, then both parties will be charged by the court for all the proceeds, one party to the other party in the event of execution, all proceeds received by the receiving party and everything that the first party is required to receive from the transaction shall also be levied on the proceeds of the State. In cases where only one party to such an agreement is intent, the items received by him under the agreement shall be returned to the other party, and the items belonging to the first party shall be recovered from the state revenue.

It is clear that in the event of non-compliance with the requirements of the law, as well as intentional violation of law or moral principles, the rule that all the parties to the transaction receive state revenue plays a special role in ensuring the legality of the transaction and the rule of law.

In practice, there are a number of examples in this regard. For example, on January 28, 2021, the Kasan Interdistrict Civil Court ruled that the plaintiff Sh.R. R.Haydarov's civil case No. 1-59/13 "On invalidation of the contract of sale of housing" was considered against the plaintiff Sh.R.Tursunov and the notary of private practice of Kasan district T.Shaimardonov.

The first claim in a civil case is directly related to the counterclaim and arises from it. found According to the documents collected in the civil case, the dispute took place on the basis of property rights of the defendant K.Haydarov at 23 Shirin Street, Istiqlol mahalla, Kasan district. Sh.Tursunov bought a house under the contract of sale for 40,000,000 soums, for this house in the Kashkadarya regional branch of the State Unitary Enterprise "Asaka" on December 26, 2015 for the purchase of a house named after Sh.Tursunov in the amount of 40,000,000 soums a mortgage loan agreement appears to have been entered into.

According to the verdict of the Karshi city court of September 27, 2015, K. Khaydarov, Sh. He was found guilty of obtaining a loan in the amount of 40,000,000 soums in the name of Sh. Tursunov in violation of the requirements of the Procedure of the Asaka Bank "Mortgage loans for housing construction and purchase" and later misappropriation of these funds by other persons.

The court ruled in favor of the claim for "invalidation of the contract of sale of the home" and ordered the return of what the parties had received under the agreement.

It is clear that, as defined in Article 116 of the Civil Code, a transaction that does not comply with the requirements of the legislation is a negative situation in ensuring the legitimacy, uniform compliance with the law, and strict measures should

be taken in this regard. Therefore, in order to prevent the conclusion of agreements that are deliberately contrary to law and order or morality, and to prevent crime in this regard, it is necessary to include in civil law provisions on the recovery of such agreements from the state revenue.

The consequences of invalidity of transactions concluded by persons under the age of fourteen are set out in Part 2 of Article 117, according to which each of the parties to such an agreement shall return to the other party everything received under the agreement, and if it is impossible to return what was received in its original form. must pay in cash. In addition, the legal party must compensate the other party for the actual damage it has suffered if it knew or should have known that the other party was incompetent.

The consequences of invalidity of transactions made by an incapacitated citizen are similar to the consequences of invalidity of transactions concluded by children under 14 years of age. In this case, too, restitution is applied and the items received by the parties to the transaction are returned to the owners. Therefore, Article 119 of the Civil Code provides for the application of the legal consequences of such transactions with persons under 14 years of age. In this case, too, if one party knew and should have known that the other party was liable, it would have to reimburse the damages as well as return what it had received under the agreement.

The legal consequences of the agreement for forgery and fraud are provided for in Article 124 of the Civil Code. A fake deal is not real in itself. It has no legal consequences. The parties do not intend to execute this agreement, but take some steps to give an idea of whether it is being implemented: the transfer of property, the preparation of the necessary documents, and so on.

It should be noted that the current CC does not clearly state the legal status of fraudulent transactions. It is necessary to dwell on the discrepancy between parts 1 and 2 of Article 124 of the Civil Code. If part 1 of this article stipulates that a fraudulent transaction is a transaction that is not valid in itself, the second part clearly states what a fraudulent transaction is, ie a transaction that is "valid" by the court (dispute agreement) or a transaction that is not valid in itself. left This, in turn, can lead to various misunderstandings and disputes in law enforcement practice. Therefore, Part 2 of Article 124 of the Civil Code should be defined as follows: if the agreement was made for the purpose of disguising another agreement (fraudulent agreement), the rules of the agreement, which the parties actually intended. If a fraudulent agreement is made to circumvent the requirements of the law, such an agreement is not valid in itself.

CONCLUSION

This interpretation of Part 2 of Article 124 of the Civil Code serves to eliminate various violations of the law that occur in practice. Because in many places there are cases of fraudulent transactions in the sale of cars, and then the court finds it valid and avoids the payment of the established state duty, the proposed change to the CC would put an end to these cases.

As a consequence of the invalidity of transactions that are not automatically valid, the applicable law provides only for restitution, and the parties to a transaction declared invalid terminate the legal relationship by returning to each other what was received at the time of the transaction.

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