INTERNATIONAL MULTIDISCIPLINARY JOURNAL FOR RESEARCH & DEVELOPMENT
SJIF 2019: 5.222 2020: 5.552 2021: 5.637 2022:5.479 2023:6.563
eISSN 2394-6334 https://www.ijmrd.in/index.php/imjrd Volume 11, issue 01 (2024)

THE CONCEPT OF LIABILITY FOR FAILURE TO FULFILL OBLIGATIONS IN CIVIL LAW

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Abstract: This article describes the concept and essence of liability for non-fulfillment of obligations, the bases of liability for non-fulfillment of obligations, the theories of scientists about liability, the determination of liability for non-fulfillment of obligations in the legislation of foreign countries, etc.

Key words: Obligation, responsibility, guilt, bases of responsibility, debtor, creditor, force majeure.

It is known that one of the most important principles of the life of our society is the rule of law. Its essence is that political-social, first of all, economic relations are regulated only by law, and all its participants are responsible for violating legal norms without exception. One of the main features of the market mechanism is the strict observance of laws and contracts among business entities on the basis of their economic responsibility and complete economic independence. In many cases, the content of laws and contracts includes obligations imposed on citizens and legal entities.

Civil-legal responsibility for breach of obligations consists in imposing on the obligee who has failed to fulfill the obligation the duty to pay damages and default in favor of the creditor.

The condition of liability for breach of obligations is the debtor's fault, i.e. breach due to intention or carelessness. Guilt is a condition of responsibility not only of citizens, but also of legal entities. Legal entities, for example, are liable for damage caused by their employees during the performance of their official duties. Deliberate action of the debtor is expressed in the fact that he intentionally commits a crime while realizing the unpleasantness of his actions. Guilt in the form of negligence, although the offender could not foresee the unpleasant consequences of his actions, he should have taken into account the possibility of such consequences and did not take measures to prevent such consequences or allow them to occur. occurs in certain cases.

At the same time, without the fault of the debtor, liability may also arise in cases where the law or the contract provides for other bases of the defendant.

According to N. Egamberdiyeva, only direct damages should be recovered, and indirect damages should not be recovered, because the causal connection between the violation and their occurrence is not sufficient to take into account the right.

According to Article 332 of the Civil Code of the Republic of Uzbekistan, the right to full compensation of damages may be limited by law for certain types of obligations and obligations related to a specific type of activity (limited liability). For example, when a cargo carrier transport organization loses property accepted for transportation, it pays the damage to the consignor or consignee at the cost of the lost item.

In civil law, it is generally stated that there are four grounds for holding a debtor or a tortfeasor liable for breach of duty:

— firstly, illegal action or inaction;

— secondly, damage;

— thirdly, a causal connection between the unlawful act or inaction and the damage;

— fourthly, the existence of the fault of the debtor or the person causing the damage.

In order to properly fulfill the obligations, it is necessary for both parties - the debtor and the creditor - to show some initiative, to work carefully, and to be active in order to use all the opportunities, to eliminate the difficulties that may arise in the fulfillment of the obligations. In order for all subjects to fulfill their obligations, to search for their existing internal capabilities and use them as fully as possible, develop they should improve production technology, increase labor productivity, take care of efficient use of equipment, raw materials and materials. If as a result of the debtor's deliberate failure to mobilize his freedom, creativity, and strength, or due to his carelessness, the obligation is not fully fulfilled or is not fulfilled properly, it is determined that he is not at fault, and for this he must be held property liable.

Responsibility for non-fulfillment of obligations is reflected not only in our country, but also in the laws of foreign countries. It should be noted that Chapter 25 of the Civil Code of the Russian Federation is called "Liability for breach of obligations" and Article 401 of it defines the bases of liability for breach of obligations. According to it: "A person who fails to fulfill or improperly fulfills an obligation shall be liable in the presence of fault (intentional or careless), except for cases where other bases of liability are provided by law or contract.

Unless otherwise provided by law or the contract, a person who has not fulfilled his obligations or has not fulfilled them properly in the implementation of business activities, if it was not possible to fulfill them properly due to force majeure, i.e. extraordinary and unavoidable circumstances if he does not prove it, he is liable. Such cases include, in particular, the breach of obligations by the counterparties of the debtor, the lack of goods necessary for execution on the market, or the lack of necessary funds from the debtor."

In conclusion, non-fulfilment or improper fulfillment of the obligation by the debtor is an unlawful act or inaction. For this, as a general rule, only when there are certain grounds, the debtor, that is, the person who violated the obligation, shall be held liable for property.

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