



## LIABILITY FOR NON-FULFILLMENT OR IMPROPER FULFILLMENT OF CONTRACTUAL OBLIGATIONS, GROUNDS FOR THE DEBTOR'S RELEASE FROM LIABILITY

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**Abstract:** This article describes the concept of liability for breach of contract terms, non-fulfillment or improper fulfillment of contractual obligations, content, bases of liability, grounds for exemption of the debtor from such liability, opinions expressed by scientists about this.

**Key words:** contract, liability, grounds for exemption from liability, debtor, creditor

Due to the fact that the debtor's illegal behavior indicates non-observance of legal norms, such as the complete or inadequate fulfillment of the obligation taken by the debtor, and thus the violation of contractual discipline, it is also considered a violation of the law.

Consequently, the struggle to ensure the fulfillment of contractual obligations as well as other obligations is seen as a struggle to comply with the law at the same time.

Violation of an obligation is defined as a person who owes an obligation does not fulfill it completely or does not fulfill it properly, does not comply with the legal norms established for the fulfillment of the obligation, acts or inaction against the law (the debtor does not perform the action that he should perform).

The concept of damage is regulated in part 2 of Article 14 of the Civil Code of the Republic of Uzbekistan. Based on this, damages are the costs incurred or to be incurred by the person whose rights have been violated to restore the violated rights, the loss or damage to his property (actual damage), as well as what this person can receive under the conditions of normal civil treatment if his rights have not been violated. incomes that were, but could not be received (lost profits).

When analyzing the issue of causation in legal literature, all authors are unanimously based on the following scientific rules:

- each phenomenon in nature and society can be considered only in connection with other phenomena around. The origin of each event is related to the surrounding events, one event may lead to another, and at the same time, an event itself may occur due to some other reasons;
- causal connection in nature and society consists of an objectively existing connection between events. Such connections are studied by people and tested in practice.

Along with the grounds that give rise to any legal liability, there are also exemptions and exclusions from liability. Such situations differ depending on the types of legal liability. But in all cases, they are considered as a condition aimed at exemption from legal responsibility. According to N. Saburov, there are circumstances that exclude legal responsibility and illegality of an act, which include:

- 1) mental deficiency (in cases where a person cannot report on his actions);
- 2) necessary defense (based on the protection of the interests of the individual, society, state, resisting or harming the person causing the damage as part of the necessary defense);
- 3) the last necessity (in situations that pose a threat to the interests of the individual, society, and the state within the scope of measures aimed at preventing this danger);

- 4) when an offense is committed without the level of social danger;
- 5) kazus (accidents) etc.

Force majeure is one of the most important grounds for exemption from civil liability in civil law. According to G.K. Matveev, civil scientists come to the same conclusion on the issue of irresistible force. That is, all of them recognize the irresistible force as circumstances that caused a person to perform certain actions or, on the contrary, forced a person to do certain actions. In this sense, force majeure is seen as a basis for exemption from civil liability.

The party claiming to be exempted from liability must inform the other party as soon as possible about the interruptions and their consequences caused by force majeure. However, even if the grounds for exemption from liability are invalid (for example, force majeure circumstances are expected to stop, end, be eliminated, etc.), the opposite party must be informed of this right away.

From the moment of occurrence of the obstacle that is the basis for exemption from liability, if it is not notified in due time, it will be legally effective from the moment of notification.

As a general rule, if the debtor's non-fulfilment or inadequate fulfillment of the obligation occurred without his fault or if such a situation is related to the creditor's fault, the debtor is exempted from liability. The presence of one of the above-mentioned legal facts, which prevented the debtor from fulfilling the obligation, means the concept of obligation.

In the legal sense, a simple accidental situation is a situation in which the obligation is performed by the debtor without his fault and the creditor's fault or not properly performed. Such cases of third parties. it may also be related to the actions of other persons.

When there is no possibility to fulfill the obligations of the contract due to force majeure, the party to the contract may apply to the following competent authorities for confirmation of such circumstances: the Ministry of Investments and Foreign Trade of the Republic of Uzbekistan and the Chamber of Commerce and Industry of the Republic of Uzbekistan. Also, a conclusion will be given by the commission on the approval of cases of insurmountable force (force majeure) under district (city) governments.

If both parties are equally guilty of non-fulfillment of the obligation, the damages shall be divided equally between the parties, and only half of the damages shall be paid. The second half of the loss remains unpaid to the creditor. But such responsibility is not the same in all cases. For example, in the court decisions, comparing the guilt of both parties, the amount of damages to be paid is slightly reduced.

In some cases, even if the debtor takes all measures to fulfill the obligation, the creditor prevents the fulfillment of the obligation by his inactivity and carelessness. In this case, the court releases the debtor from responsibility for non-fulfilment or improper fulfillment of the obligation.

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