



## THE ROLE AND SIGNIFICANCE OF THE INTERMEDIARY AGREEMENT IN THE GRADUAL TRANSITION TO MARKET RELATIONS

**K.Bakiev**

*Independent Researcher, Higher School of Judges under the Supreme Court of the Republic of Uzbekistan*

### ABSTRACT

*The article analyzed the content and system of a civil law contract. The author concludes that obligation does not exhaust the full content of contract. In the scope of contract includes a variety of civil matters. The treaty is not simply a collection of obligations and other civil legal relations. The contract represents a definite system in which the agreement of the counterparties is central and is the organizing element of the entire treaty system.*

**KEYWORDS:** *agreement, commitment, contract drafting, contractual agreements, organizational agreements on the establishment of property obligations, the system of civil-law agreements, the agreement.*

### DISCUSSION

The formation of a system of market relations in the Republic of Uzbekistan, the establishment of its legal basis led to the transformation of contracts and agreements into the main means of legal regulation of social life. Today, relations between citizens, legal entities and other subjects are formalized by the conclusion of contracts.

It is known to us that citizens and legal entities can carry out their rights and obligations on their own, based on their own desires and interests, either on their own or through a representative. The implementation of its rights and obligations is carried out by means of contracts with another person and is based on the representation and assignment agreement. However, an individual may not always be able to exercise his or her rights and obligations on behalf of the representative. In carrying out activities in a particular area of social life, a person may not be able to participate directly or with the help of a representative for objective or subjective reasons. For example, when buying construction materials, a citizen can entrust the acquisition of them to another person for himself, since he does not have enough knowledge and understanding in this field. In this case, the person who is obliged to conclude the contract for the purchase of building materials is an intermediary and concludes the transaction on his own behalf, but from the account of the person - committee who gave the assignment.

The intermediary contract is considered to belong to the system of contracts for the provision of services, and the concludes one or more transactions on its own behalf but from the account of the committee in accordance with the instructions of the intermediary committee. In this type of service, a legal action is committed by an intermediary, which creates a legal consequence for a third party. With the help of mediation, agreements are made on the paid realization of property. In other words, it will formalize the attitude of trading intermediaries. Professional trading broker (intermediary) the participant is free from both the seller (manufacturer) and the buyer (consumer) league, and again from the formalization and execution of agreements concluded with them. For example, in international trade relations, manufacturers (exporters) or consumers (importers) work with international counterparties with the participation of an intermediary in the international market.

In determining the essence of the mediation agreement it is necessary to omit the aspects that are different from its related agreements. It is known that in the sentence of contracts close to the intermediary contract, the assignment contract, the contracts for the reliable management of property are included. The contract of assignment also represents the service of carrying out a certain topsheet of a third party in itself, such as an intermediary contract. Of course, the required to have certain knowledge and qualifications in the field of legal action and



transaction, in which the mediator and representative must be fulfilled.

According to S.B.Bobokulov, if the representative carries out the assignment given by the assignor on the actions not contrary to the law under the contract of assignment, then the intermediary under the contract of mediation can be an intermediary only in trade and sale of items that can be in civil circulation. S on this place. In this place, S.B.Bobokulov's connection with the conclusion of an intermediary contract only with the conclusion of trade agreements has a controversial character. Consequently, in the definition given to the mediation agreement in the CC, it is established that the contract is aimed at the implementation of the service of concluding transactions in exactly what sphere. For this reason, the intermediary can focus not only on trade transactions, but also on the performance of work and the conclusion of service agreements.

The contract of mediation differs from the contract of assignment under the following circumstances:

1. According to the instructions to be fulfilled and the content and essence of the service provided. If, under the contract of assignment, the representative receives an assignment to perform certain legal actions, the intermediary receives only one or more instructions for the conclusion of the transaction. For example, if, according to the assignment agreement, the representative is given the right to manage the property and carry out all legal actions related to it (possession of the property, use, lease of the property, payment of property, protection of rights in relation to the property, filing a claim for protection of the violated right, etc.), then the intermediary will be instructed only.

2. If the representative carries out all actions under the contract of assignment on behalf of the assignor, the intermediary concludes the transaction on his own behalf. The rights and obligations for the actions performed by the representative of the arise not for him, but for the assignor. Rights and obligations of the intermediary in the contract of mediation in the case of an agreement with a third party, the intermediary in the committee comes to the conclusion. After all, as established in Part 2 of Article 832 of the CC, the intermediary shall have the rights and obligations under the agreement with a third party, even if the name of the committee is mentioned in the transaction or he has entered into a direct relationship with a third party in the execution of the transaction.

3. Both in the contract of assignment and in the contract of mediation, all actions are carried out from the account of the assignor and the committee. However, if the legal actions carried out by the representative in the contract of assignment are

determined in general in relation to the property, the intermediary contract can be concluded without specifying a specific term or expiration date, in which territory the execution is indicated, taking into account the interests of the committee entrusted to the intermediary and taking.

4. In the contract of assignment, if the actions of the representative are carried out for free or for a fee, the contract of mediation is always carried out for a fee. Because, according to Article 833 of the CC, the committee is obliged to pay the intermediary a fee, and in cases where the intermediary assumes a guarantee for the execution of the transaction by a third party (delkredere), it is also obliged to pay an additional fee in the amount specified in the contract.

The purpose of the contract of mediation is to create convenience for the parties in trading the tokens, to trade in an amount not limited to those that do not belong to them, to create a wide range of opportunities for mediation. Although the mediation agreement is widely used in the conditions of today's market relations, legislation aimed at regulating this relationship requires improvement. In particular, the issues of licensing of this type of activity, arising from the spheres of implementation of the intermediary, are not specified in the legislation. In this regard, it is desirable to improve the norms of the law regulating the mediation service the essence of the mediation agreement the participation of third parties in the implementation of the rights and obligations of civil law subjects is considered to have a specific place in the science of civil law and in the system of economic treatment. Consequently, the lack of the capacity and potential of a person to exercise the rights of his or her subject, or the absence of such desire in it, does not lead to the fact that his or her rights are nullified or destroyed. At the same time, the fact that the rights belonging to the person are not exercised by him does not prevent the circulation of these rights either.

It is known that civil law allows subjects to exercise their rights through third parties, and in this case, various civil legal structures are aimed at this situation. In particular, the fact that in Article 9 of the CC it is established that citizens and legal entities dispose of their civil rights, including the right to their protection, at their own discretion, means that the subjects can freely and at their own discretion in the exercise of their rights, using the methods and means established by civil law.

In civil law, it is possible to enter into the constructions that determine whether the rights to the subject, which he expresses, are exercised by third parties, and not directly by the person himself, are representative, power of attorney, assignment contract, reliable management of property, intermediary contract, agency contract, etc. In its



essence, the structures of this contractual and legal nature provide for the realization and protection of the rights and interests of third parties. However, among these constructions, the contract of mediation acquires only a distinctive feature when the rights belonging to another person are exercised on their own behalf. In this case, it is understood from the definition given to the mediation agreement in Article 832 of the CC. According to this norm, under the mediation agreement, one party (the intermediary) is obliged to conclude one or more transactions on behalf of the second party (the committee) on the assignment, but from the account of the committee, without a fee.

The role and importance of the intermediary contract in the gradual transition to market relations is the systematization of the opinions of scientists in this field in our country, the conclusion and application of the intermediary contract, the analysis of the problems of the legal regulation of the intermediary contract and the development of proposals for the improvement of the current civil legislation.

Article 832 of the Civil Code of the Republic of Uzbekistan states that “one party (intermediary) under an intermediary agreement is obliged to conclude one or more transactions on behalf of the second party (committee) on behalf of the commission, but from the account of the committee on a fee-free basis. The mediation agreement must be concluded in writing. In the case of a transaction with a third party by an intermediary, even if the name of the committee is mentioned in the transaction or he entered into a direct relationship with a third party in the execution of the transaction, the intermediary acquires rights and is obliged to assume responsibility. The intermediary contract can be concluded for a certain period or without the indication of the expiration date, in which territory the execution is indicated or not specified, provided that the committee is in the interests of the intermediary and is obliged not to give third parties the right to conclude a transaction from its account, or without such obligation, in the case in the legislation, the characteristics of some types of intermediary contract may be stipulated”, it is noted.

Today it is necessary to admit that the intermediary contract plays an important role in the provision of trade services and mutual relations of counterparties in terms of market relations. Therefore, it is of urgent importance to improve the legal framework of this agreement and to improve its implementation.

In conclusion, it can be noted that the practical application of the contract of mediation in the conditions of transition to a market economy will allow the subjects of implementation to have more favorable opportunities and timely savings in their

income, allow developed countries to compete with the business entities with large investments.

This in turn leads to the prevention of poverty in our country, a sharp decrease in the number of unemployed and a sharp rise in the economy of the state.

## REFERENCES

1. Фуқаролик ҳуқуқи. Иккинчи қисм. Ҳ.Раҳмонқулов ва И.Зокировларнинг умумий таҳрири остида.-Тошкент: Илм Зиё, 2008.
2. Фуқаролик кодекси. Иккинчи қисм.- Тошкент: Илм Зиё, 1996.
3. Ergashev I., Farxodjonova N. *Integration of national culture in the process of globalization //Journal of Critical Reviews.* – 2020. – Т. 7. – №. 2. – С. 477-479.
4. Farxodjonova N. F. *MODERNIZATION AND INTEGRATION: SOCIAL-PHILOSOPHICAL ANALYSIS //Роль науки в формировании современной виртуальной реальности.* – 2019. – С. 10-12.
5. Numonjonov S.D. *Innovative methods of professional training //ISJ Theoretical & Applied Science, 01 (81).* – 2020. – С. 747-750.
6. Talapov, B., & Gapparov, E. (2019). *THE PROCESS OF DEMOCRATIZING LOCAL COMMUNITY IN THE GOVERNMENT. Scientific Bulletin of Namangan State University, 1(2), 177-181.*