



The Agreements on Mutual Support of Subjects of Family Relations in Uzbekistan

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Abstract

The article analyzes the role, importance, and types of family contracts in the family legislation of the Republic of Uzbekistan. The concept and legal nature of an agreement on the payment of alimony are considered in the system of family contracts. At the same time, proposals are made on the issues of mutual support among family members.

Keywords: *Mutual Support; Uzbekistan; Family Law; Family Members; Husband; Wife; Child; Minor Children; Parents; Maintenance; Obligation; Alimony*

Introduction

Issues such as marriage and family relations, protection of mutual property and personal non-property rights of family members, and fulfillment of family obligations are considered urgent. In this place, despite the fact that the family legal contract is of special importance as a means of regulating family relations, it is observed that it has been concluded to a lesser extent by the married couples. In this regard, there are issues that should be studied and researched in the theory of family law and family law. Among them, it is important to study the practice of using dispositive mechanisms in the regulation of family relations.

Legal literature suggests that the regulation of family relations has changed in recent years. In particular, it is noted that the special method of regulation has been made possible to be widely used, dispositive rules have increased, and the subjects of family legal relations have been given the right to regulate their family relations through various contracts [1]. It is observed that the method of family legal regulation is being used in practice, it is permissive according to its effect on relations, and has an imperative character according to the form of reinforced rules. The permissive feature of family legal regulation is manifested in its possession of legal instruments that satisfy the needs of the participants of relations in the field of family relations, which include family legal capacity and concrete subjective rights. Imperativeness is seen in the fact that the parties are not allowed to define their rights and obligations through the contract, because the rights and obligations are defined in the law [2].

Issues related to the concept, content and types of family legal contract are among the issues that await their solution in theory and practice. In addition, debates among scholars regarding the family-legal contract also encourage analysis and research in this regard. One of the reasons for the emergence of

disputes is whether the family legal contract is a separate type of independent contract or it is only a type of civil legal contract. If it is independent, then why are civil legal norms and the norms of the Civil Code related to the contract, many questions that invite consideration arise. The main reason why it is difficult to determine the essence of a family–legal contract is determined by the variety of family relations that it regulates and the fact that it has different characteristics from other social relations.

A family–legal contract allows family members to determine aspects that cannot be regulated by law, the rights and obligations of the parties, and is considered a unique mechanism for regulating family relations. Family legal contracts differ from civil legal contracts in terms of their subject scope, form, principles of contract conclusion and execution, and responsibility. In addition, the contract is not considered an independent legal fact in family law, it can change or terminate the existing family relationship, or coordinate the rights and obligations of family members.

In the Family Code of the Republic of Uzbekistan, an agreement on the payment of alimony is one of the contracts aimed at regulating property relations that can be concluded by family members in the contractual legal regulation of family relations. The agreement on the payment of alimony is regulated by Articles 130–134 of the Family Code. In accordance with Article 130 of the Family Code, an agreement on the payment of alimony (amount, conditions and payment procedure) is concluded between the person who is obliged to pay alimony and the recipient of alimony. If the alimony recipient is incapacitated, the agreement is concluded with his legal representative.

Married couples and commercial couples are the subjects of this agreement. Alimony obligations to make payments to entities in support of alimony, methods and procedures to ensure transportation, to provide assistance, to provide assistance, to provide assistance.

It should be noted that alimony agreements are also rarely concluded in practice. In 2021, a total of 77 such agreements were formalized in Uzbekistan, in the Navoi and Kashkadarya regions, none were concluded at all, and only 1 alimony agreement was concluded in the Khorezm and Samarkand regions [3]. It is difficult to determine the exact reason that prevents the subjects of alimony obligations from concluding an agreement on the payment of alimony. The reason for this is the fact that the husband and wife can choose a marriage contract rather than an alimony contract, citizens' legal illiteracy and lack of knowledge of the existence of such a possibility in the legislation, the agreement of the parties, more confidence in the options specified in the law than the legal force of the contract.

According to the requirements for formalizing an agreement on alimony, the agreement is concluded by their legal representatives (parents, guardians, sponsors of minors) on behalf of minors under the age of 14 and persons who have been declared incompetent by court. Minors between 14 and 18 years of age and persons whose legal capacity is limited by court order shall conclude an agreement on payment of alimony with the consent of their legal representatives.

It is necessary to draw up the agreement in writing and confirm it by a notary. An agreement on the payment of alimony that is not notarized is not considered valid. A notarized agreement is equivalent to a writ of execution in terms of its enforceability. This means that no other documents are required for the alimony to be deducted from the salary. The rules for sending, recording and storing execution documents apply to the sending, recording and storage of a notarized agreement.

The conclusion, execution, cancellation and annulment of an agreement on the payment of alimony are regulated by the Civil Code.

Agreements on the payment of alimony can be either ignored or rejected within the time limit for filing a lawsuit established by Article 150 of the Civil Code.

As mentioned above, parents provide for their minor children; on providing for their adult children who are in need of support and are unable to work; able-bodied children to provide for their parents who are unable to work and need help; spouses in cases where one of them is incapacitated and in need; former spouses—both during the existence of the marriage and after their separation from the marriage; brothers and sisters who may enter into such an agreement; about grandparents and grandchildren providing for themselves; on the provision of grandchildren's grandparents who have the right to conclude an agreement; adult guardians to provide for their former guardians; on providing adult sons and daughters with their stepfathers and stepmothers; may conclude on the payment of maintenance to the step-sons and step-daughters of the step-father or step-mother, as well as to the step-father or step-mother of the steps-sons and step-daughters.

Article 145 of the Family Code stipulates that an agreement on the payment of alimony can be concluded with a person leaving for permanent residence in a foreign country. In this agreement, the parties have the right to provide for any method of ensuring the persons entitled to alimony.

Agreement on payment of alimony in two ways: mutual agreement; can be changed or canceled in court. Since the agreement on the payment of alimony is valid as a mutually beneficial contract, its modification or cancellation requires certain reasons. Such reasons may be different and are implemented by mutual agreement based on the interests of the parties.

Pursuant to paragraph 13 of the decision of the Plenum of the Supreme Court of the Republic of Uzbekistan dated July 29, 2016 “On the practice of applying the legislation in cases related to the collection of alimony by the courts for the maintenance of minor and adult children incapable of work”, the agreement on the payment of alimony was not fulfilled, alimony in the event of a debt, the alimony collecting bank has the right to apply to the court for interest collection.

When the claimant applies to the court, he submits the agreement on the payment of alimony, drawn up in writing and notarized.

In relation to the agreement on the payment of alimony, a special formalization requirement, that is, the obligation of notarial approval, is indicated. Therefore, the first part of Article 112 and Article 115 of the Civil Code of the Republic of Uzbekistan provide legal consequences for non-compliance with the form of the transaction. Failure to comply with the notarial form of the transaction or the requirement for its state registration renders the transaction invalid. Such a transaction is not valid by itself.

In conclusion, it is worth mentioning that the agreement on alimony is a simple, peaceful way to resolve alimony relations without litigation, it allows the parties to independently include the conditions and guarantees that the parties consider necessary, and finally, to maintain good relations between the parties. It is important to promote and enrich legal knowledge among the population regarding the importance and content of this contract, which in turn will serve to form the culture of family members to resolve conflict situations through mutual agreement.

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