

Presumption of Guilt of the Debtor for Non-Fulfillment of Contractual Obligations in Agriculture

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Abstract: In the theory of civil law, a contract as a legal fact is an agreement on the origin, change and termination of rights and obligations by its participants. It is the main legal instrument in all spheres of public life, including agriculture, in the formation of property relations, such as the transfer of property, the performance of work, and the provision of services. In the agricultural sector, the following are widely used: contracts of contracting with agricultural producers, organizations for the production and processing of agricultural products; contracts with suppliers for the supply of material and technical resources; as well as contracts with service organizations for mechanized work, service, agrochemical, agrotechnical services. The parties to these agreements assume certain obligations regarding their content. However, the fulfillment or adequacy of contractual obligations depends on the actions of the counterparties. Failure to comply with contractual discipline entails civil liability. This, in turn, forces the plaintiff (creditor) to use the presumption of guilt principle. The debtor is responsible for the improper performance of the obligation. The article examines the presumption of the debtor's guilt in non-fulfillment of a contractual obligation as a subject of research..

Keywords: contract, obligation, fault, presumption, debtor, creditor, liability, force majeure;

CONTRACTUAL OBLIGATION IN AGRICULTURE

PRESIDENTIAL DEFENSE PRESENTATION FOR Failure

The participants in a civil law relationship become mutually obligated by entering into a contractual relationship. Norms related to the institution of the contract, as in other areas, are widely used in the field of agriculture in the formation of obligations. The President of the Republic of Uzbekistan Sh. Mirziyoyev noted that "the lack of necessary equipment and other technical resources of farms has a negative impact on crop yields, fulfillment of contractual obligations and profitability of farms" [1]. This means that the provision of farms with the necessary material and technical resources, the provision of production and technical services, the achievement of high productivity in the provider will be ensured through the proper implementation of the contract and the obligations that constitute its content.

In contractual obligations, in accordance with the norms of the law of obligations, its parties are the debtor and the creditor, who will have to take certain actions in relation to each other. For example, under a contract of sale, one party (seller) undertakes to transfer the goods to another party (buyer) as property, and the buyer undertakes to accept the goods and

pay the amount (price) set for it (FC 386- m, 1-q). In this obligation, the parties must duly fulfill their obligations. That is, the goods agreed in the contract of sale must be executed in a certain quality, quantity, range, packaging and packaging, in accordance with the relevant place and other agreed conditions, and paid accordingly. Failure to perform obligations in a conditional manner is a violation, which in turn creates civil liability. According to Article 333 of the Civil Code, the debtor is liable for failure to perform or improper performance of the obligation in case of fault, unless otherwise provided by law or contract [2]. In civil law, the presumption of guilt of the debtor applies, that is, if the person who violated the obligation can not prove his innocence, he is found guilty and charged [3]. If the debtor proves that he has taken all necessary measures to fulfill the obligation properly, he shall be found not guilty.

It is known that one of the bases of civil liability is the fault of the debtor. When filing a claim for damages for non-performance or improper performance of an obligation, it is necessary to prove that there is a causal link between the fact of non-performance and the fact of damage and the offense. The debtor is not required to prove whether he is guilty or not, as long as he does not prove his innocence, he is likely to be found guilty [4]. Tip: Search for English results only. You can specify your search language in Preferences

A person who fails to comply with an obligation is therefore required to prove his innocence. If the debtor is able to prove his innocence in all cases under the general principles of civil law, he will be released from liability. In this case, a different situation can be seen when comparing the presumption of guilt with the presumption of innocence in criminal law. Under the presumption of innocence in criminal law, a suspect, accused, or defendant is presumed innocent until proven guilty of a crime in the manner prescribed by law and entered into force by a court judgment that has entered into force. The suspect, accused or defendant does not have to prove his innocence. All suspicions of guilt must be resolved in favor of the suspect, accused or defendant, if the possibility of resolving them is exhausted. Doubts that arise during the application of the law must also be resolved in favor of the suspect, accused, defendant. This means that the guilt of the offender must be proven on the basis of evidence, not by the offender, but by the investigating authorities. If they cannot prove their guilt, if the evidence is not sufficient or if there is reason to doubt the evidence, they will be released from liability of the suspect, accused, defendant in favor of the offender. In civil law, on the contrary, if there is insufficient evidence to deny the debtor's guilt, the matter is settled in favor of the creditor.

In agriculture, improper performance of obligations by the debtor in a contractual relationship leads to the initiation of a claim by the creditor, and this is considered in the litigation procedure. In this case, the creditor is required to prove the damage suffered as a result of non-performance of the obligation, and the debtor is required to prove his innocence in this case. The presumption of guilt therefore gives the creditor a chance, and imposes an obligation on the debtor to prove his innocence in the damage. He has been granted a number of rights to carry out this obligation. In particular, according to Article 42 of the Code of Economic Procedure, the debtor must familiarize himself with the case file, obtain extracts from them, copy copies, file an application for refusal, present evidence, participate in the examination of evidence, ask questions, petitions, appeal, court and have the right to give written explanations, present their arguments and conclusions on all issues arising in the

course of the case, petitions and arguments of other persons involved in the case, appeal against court documents (protest) and exercise other procedural rights.

According to the second part of Article 333 of the Civil Code, unless otherwise provided by law or contract, a person who fails to perform or improperly performs an obligation in the conduct of business activities is an *force majeure*, ie emergency and unavoidable circumstances (*force majeure*). Lawyer O. Okyulov noted that the *force majeure* should be associated with the presence of one of the following:

a) declared and undeclared wars, including civil wars, riots, uprisings, revolutions, piracy, sabotage;

b) natural disasters, ie storms, cyclones, earthquakes, floods, lightning wars;

c) failure of machines, devices, equipment as a result of explosion and fire;

g) boycotts, strikes, lockouts, delays, seizures of factories and workplaces, strikes at the enterprise;

d) legal and illegal actions of the authorities [6].

“Conclusion, registration, execution of contracts between producers and service organizations with agricultural producers, as well as in accordance with paragraph 67 of the Regulation "On the procedure for monitoring their implementation" [7]. The amount of the penalty is calculated based on the average price of the product formed in the previous period (month, quarter, year), excluding the payment of surcharges on the purchase price. In addition, the part of the damage caused by non-delivery of the product, which is not covered by a fine, will also be paid.

The farm will not be liable if it can prove on the basis of evidence that its contractual obligations have not been fulfilled due to *force majeure* as a result of earthquakes, droughts, floods, fires and other natural disasters. In this way, agricultural enterprises eliminate the presumption of guilt. If the situation caused the non-fulfillment of the obligation, it should immediately apply to the "Commission for the approval of *force majeure*" headed by the district (city) khokims.

The commission includes representatives of the Ministry of Agriculture, the State Statistics Committee, the State Committee for Geodesy and Cadastre, the territorial bodies of the Water Consumers Association and other interested organizations. After examining the observed cases, the *force majeure* approval commission may issue a conclusion on the release of agricultural enterprises from liability for non-fulfillment of contractual obligations as a result of *force majeure*.

In addition, the second paragraph of the third part of Article 333 of the Civil Code does not include *force majeure* cases of breach of obligations by the debtor's contracting partners, the absence of goods on the market, the debtor does not have the necessary funds. Therefore, according to the decision of the Plenum of the Supreme Court, the debtor does not have the funds necessary to pay the debt on the obligations, the violation of obligations by his contracting partners, the absence of the goods on the market necessary for the performance of the obligation cannot be a ground for exempting the debtor from paying the fines agreed in the legislation or the contract [8]. Hence, in order to prove the guilt of the debtor, *force majeure* should not overlook aspects that are not considered circumstances.

One of the grounds for proving the debtor's innocence is the alternative non-performance of the obligations to be performed by the counterparty.

For example, according to the second paragraph of Article 71 of the Regulation, if the manufacturer's failure to provide the farm with containers has led to a decrease in product quality or spoilage of perishable products, the procurement organization also pays the unpaid part of the damage to the farm. In this case, the farm is released from liability for the supply of poor quality agricultural products.

In conclusion, the circumstances that eliminate the presumption of guilt of the debtor in case of non-performance and improper performance of obligations are:

First, that the damage was inflicted by an irresistible force;

Second, the presence of the other party's contribution to the damage;

Third, it is possible to indicate the presence of other adverse conditions. For example, in a weather-related situation, as a result of heavy rainfall, the wheat field suffers from rust disease and does not have the expected yield. But the burden of proving these cases falls on the debtor. In this regard, the proposal is to "conclude, register, execute contracts between producers and service organizations with agricultural producers, as well as the Regulations on the Procedure for Monitoring their Execution"[9]. This situation also serves to prove the guilt of the debtor in case of non-fulfillment or improper fulfillment of obligations.

Hence, in the application of civil liability in the event of non-performance or improper performance of obligations in agriculture, the presumption of guilt imposes on the debtor the obligation to prove his innocence and allows the obligation to be performed in favor of the creditor.

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