



AGREEMENT AS CONCILIATION PROCEDURES IN CIVIL COURTS AND ITS SPECIAL FEATURES

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Abstract: This article discusses the issues of normative strengthening of the "conciliation agreement" with the current legislation and the procedure for their implementation in general. The article analyzes the legal basis of the settlement agreement, as well as its important features and principles. The classification of the settlement agreement according to the possible stages of dispute resolution is considered. the concept of a settlement agreement is presented as a reconciliation procedure, and the definition of a settlement agreement and its stages are considered. In the process of studying this topic, the topic of study is the norms of national legislation regulating the possibility of resorting to conciliation procedures and emerging judicial practice, norms of substantive legislation, theoretical developments related to conciliation procedures, formation, development and implementation of conciliation procedures. general rules of increase; Also, the experience of foreign countries and the scope of their application are analyzed:

These principles can be used to apply the Institute of Reconciliation Procedures in further theoretical research, scientific and educational activities.

Keywords: reconciliation procedures; signs of reconciliation procedures; settlement agreement; mediation; participation agreement; participation procedures; principle; settle the dispute peacefully; court.

World experience shows that many disputes that reach the court stage end with reconciliation. Agreement - resolution of disputes (disputes) reached between the parties as a result of certain procedures. A static description of the concept of "reconciliation" covers the existence of a dispute in the past, which is the result of a settlement or resolution of the dispute. The dynamic characteristic of settlement is the resolution of the dispute itself or the resolution of the dispute in some way. The concept of "reconciliation" also has a psychological meaning: the absence of not only the objective side, but also the subjective side - recognizing the claim as justified or unjustified, agreeing or disagreeing with the court decision, etc. The court must take steps to achieve reconciliation in each case. In addition, it helps the parties to resolve the dispute if there is an appropriate initiative. There are several alternative methods of resolving disputes before the court or during the court process, one of which is widely used in legal practice is the conclusion of an agreement between the parties. Conciliation is a procedure aimed at resolving a dispute.[1]

K.P. Pobedonostsev states the following about the settlement agreement: "A settlement agreement that resolves the dispute between the parties establishes a new contractual relationship between the parties. Therefore, a dispute arising again regarding the execution of this agreement will be referred to a new court in the general complaint procedure can be the subject of the process. The settlement agreement constitutes a new agreement between the

plaintiffs, therefore, the lawsuit filed in connection with the non-fulfillment of the settlement agreement is a new lawsuit and does not renew the previous one." [2] K.I. Annenkov speaking about the general nature of the settlement agreement, he gives the following reason: "firstly, it does not affect the interests of state bodies, secondly, the parties have full and free disposal rights, if the agreement does not have such a nature, the agreement is not considered accepted" .[3] Agreeing to the above opinion of many scientists during the Russian revolution, "the parties have the right to include conditions in such an agreement that do not affect the interests of state bodies and do not provide for the determination of the fate of rights".[4] the understanding is justified by the condition that the contract is not subject to mandatory execution and that no writ of execution has been issued for it. In the legal literature of the 19th century, for a long time, there was an opinion that the plaintiff should file an independent lawsuit to fulfill the terms of the settlement agreement.[5] The conciliation agreement was not much different from other civil law contracts, in which the parties could only specify the conditions under which they were ready to end the dispute. The acceptability of the conditions of such an agreement could be limited only by the norms of substantive law, because the norms of procedural law did not seriously affect the content of the settlement agreement, and provided for the possibility of filing an independent claim in any case. M.A. Rozhkova considers that the settlement agreement is a mutually indemnified civil-legal agreement concluded by the participants of the process for the implementation of the subjective right and the termination of this process (procedure). He expresses his opinion on the creation of civil rights and obligations for the court and its parties.[6] According to another group of scholars, the settlement agreement has an intersectoral nature. If it is drawn up and approved, the norms of substantive and procedural law are applied to it at the same time.[7] If an agreement is considered in the system of legal facts of procedural law, Professor V.V. According to Yarkov, in addition to the rules of civil and arbitration procedural legislation, civil law norms should also be applied to the settlement agreement.[8] Professor M. Mamasiddikov said that the settlement agreement serves as a compromise between the parties, that is, a civil law contract. In international judicial practice, a settlement agreement is understood as an independent type of civil law contract.[9]

A settlement agreement is an agreement to resolve a dispute between the parties, which must be approved by the court and creates legal consequences and obligations for each of the disputing parties. In this regard, it is necessary to distinguish between out-of-court and judicial settlement agreements. In the event of a dispute, the fact of determining the structure and terms of out-of-court settlement agreements must be proved to the court in a general manner. Out-of-court settlement agreements are characterized by the features of a civil-law contract and are based on material legal norms. The procedural nature of the settlement agreement indicates the uniqueness of their formation in court, as well as the fact that it is aimed at ending the existing dispute between the disputing parties. An out-of-court settlement agreement does not deprive the other party of the right to apply to court in this regard if one of the parties refuses or fails to perform the agreement. Such an agreement becomes legally binding only after it is approved by the court. The peculiarity of settlement agreements in the court procedure is that they are drawn up at a court session, as well as aimed at ending the existing dispute between the disputing parties. Also, the rights and obligations of the parties must be clearly defined, after the conclusion of the settlement agreement, after the court has completed the proceedings, it is not allowed to appeal to the

court with the same claim. If the parties do not execute it voluntarily, its execution shall be executed in a compulsory manner.[10] Modern civil law is based on voluntary settlement of mutual claims and confirmation of mutual benefits. It should be noted that not only the disputing parties, but also third parties who make independent demands on the subject of the dispute have the right to participate as parties to the settlement agreement. has the right to participate as Third parties who do not make independent claims against the subject of the dispute have the right to act as participants in the settlement agreement in cases where they have rights or are assigned obligations in accordance with the terms of this agreement. If several defendants and claimants participate in the same dispute, the agreement is concluded between all claimants and defendants, as well as between some of them.[11] If the nature of the settlement agreement is analyzed, a settlement agreement will be concluded and the parties will end the dispute on terms acceptable to them. The acceptability of the conditions that can be included in this agreement is determined by the norms of material law, the procedure for its conclusion is determined by procedural legal documents. However, noting that the admissibility of conditions is determined by the norms of substantive law, scholars have not studied in detail the issue of what conditions may be the content of the agreement.[12] The content of the customary agreement Theoretically, the result of the analysis was that the settlement agreement is the resolution of the dispute based on the rules of material law, observing the procedural rules during the court process. It is important to analyze the modern settlement agreement based on the current legislation, its specific aspects and characteristics on the basis of foreign and national legislation. In practice, settlement agreements in civil proceedings can be found in various situations. During the trial, the parties can resolve the dispute independently and come to a mutually beneficial solution. The legal basis of this fact is the legal procedure for conducting conciliation procedures in court in Chapter 17 of the Civil Procedure Code, according to which a settlement agreement can be concluded in any case in the litigation procedure. A settlement agreement can be concluded by the parties at any stage of conducting civil and economic court proceedings and during the execution of a court document. Taking into account that the reconciliation of the parties can be carried out at all stages of conducting civil court proceedings, the judge resolves the dispute by concluding a settlement agreement with the parties at the stage of preparing the case for trial. it is necessary to explain the possibility of mutual settlement in full or in part and the advantages and consequences of concluding a settlement agreement.[13]

The settlement agreement is concluded after it is approved by the court. The settlement agreement shall be drawn up in writing and signed by the persons who concluded the settlement agreement or their representatives. The settlement agreement must specify the conditions and terms of performance of obligations. In the settlement agreement, the defendant may provide for delayed or partial performance of obligations, waiver of the right to claim in favor of another person, full or partial waiver of the debt or recognition of the debt, conditions on the distribution of court costs and other conditions that are not contrary to the law may be specified. If the settlement agreement does not contain a provision on the distribution of court costs, the court will decide this issue in the general procedure when approving the settlement agreement. [14] While describing the special aspects of the agreement, it is appropriate to compare the legal basis and legal consequences of its construction in economic courts with procedural aspects in civil courts, in particular, Chapter 16 of the Economic Procedural Code of the Republic of Uzbekistan is devoted to reconciliation

procedures. , in which the court takes measures for the agreement of the parties, it is determined to help them resolve the dispute at all stages of conducting economic court proceedings. The parties can resolve the dispute by entering into a settlement agreement or a mediation agreement. A settlement agreement or mediation agreement can be concluded in any case in the litigation process. Also, a settlement agreement can be concluded by the parties at any stage of conducting economic court proceedings and during the execution of a court document, and a mediation agreement can be concluded by the parties in the court of first instance before the court goes to a separate room (consulting room) to receive the court document. The settlement agreement is concluded after it is approved by the court. The settlement agreement shall be drawn up in writing and signed by the persons who concluded the settlement agreement or their representatives. The settlement agreement should specify the terms and conditions for the fulfillment of obligations agreed upon by the parties.[15] The fulfillment of the obligations accepted by the parties under the terms of the settlement agreement cannot make the parties dependent on each other or on other events (actions). In the settlement agreement, the defendant may provide for delayed or partial performance of obligations, waiver of the right to claim in favor of another person, full or partial waiver of the debt or recognition of the debt, conditions on the distribution of court costs and other conditions that do not contradict the law may be specified. If the settlement agreement does not contain a condition on the distribution of court costs, the court will decide this issue in general procedure when approving the settlement agreement. The settlement agreement is drawn up and signed in more than one copy by the number of persons who signed it. One of these copies will be attached to the case file. In the Decision No. 204 of December 18, 2009 of the Plenum of the Supreme Economic Court of the Republic of Uzbekistan "On Certain Issues Regarding the Application of Procedural Law Norms in Approving Settlement Agreements by Economic Courts", Courts should take into account that settlement agreement means "understanding of the written agreement of the parties on the resolution of the dispute, based on mutual agreement, aimed at achieving clarity in relation to the demand (requirements) of the claim, during the preparation of the court case for the trial in accordance with paragraph 8 of the first part of Article 163 of the Criminal Code to take conciliation measures, in this regard, in the decision on accepting the claim and preparing the case for hearing in court, the court's proposal to settle the dispute by agreement should be indicated explanation is given.[16] It should also be noted that the court issues a ruling on the approval of the settlement agreement, which indicates that the proceedings have been terminated. If the settlement agreement is concluded at the stage of execution of the court document, the agreement will be submitted to the court of first instance hearing the case for approval. The issue of approving the settlement agreement concluded at the implementation stage is considered within fifteen days from the date of submission of the settlement agreement to the court. The conclusion of the decision on the approval of the settlement agreement must state the following:

terms of the settlement agreement;

- conclusion on approval of settlement agreement;
- distribution of court costs;
- information on termination of proceedings.

In addition, it is noted that when approving a settlement agreement, courts should pay attention to the following circumstances. According to Article 134 of the Economic Procedural

Code of the Republic of Uzbekistan, the court refuses to approve a settlement agreement in the following cases, if:

- if its conditions are against the law;
- if its terms affect the rights and legal interests of third parties;
- if it is made on the basis of a condition.

Taking into account that the settlement agreement was signed by a person without authority, the court found it necessary to refuse its approval and consider the case in substance, relying on clause 1 of the first part of article 134 and articles 63 of the Criminal Code.

From the information presented above, we can finally conclude that the settlement agreement is not only the optimal result for the disputing parties, but it is also a positive result for the courts. Some scholars also express the opinion that reaching a settlement agreement frees the court from the obligation to avoid unjustified decisions in the future, and equates a court-approved settlement agreement with a court decision. The reason is that it will also have the character of mandatory execution after being approved by the court. It is not a problem to find a solution to the dispute through the court, but, as a rule, it may not be possible to completely solve it in this way, because the conflict will continue for a long time due to the negative emotional state of the parties to the dispute. Because of this, the involvement of alternative methods of non-judicial dispute resolution into wider practice serves to preserve social cooperation among the participants of the legal relationship..

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