

**MINISTRY OF HIGHER EDUCATION, SCIENCE AND
INNOVATION OF THE REPUBLIC OF UZBEKISTAN**

**KARAKALPAK STATE UNIVERSITY NAMED AFTER
BERDAKH**



CIVIL LAW

**EDUCATIONAL-METHODOLOGICAL
COMPLEX**

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INTRODUCTION

The “Civil Law” module occupies an important place in the legal education system due to the breadth of the property relations application scope.

The module gives students the opportunity to analyze the civil law general rules, property rights, general rules of obligations, contractual and non-contractual obligations, intellectual property, as well as the application of inheritance rules and develop the ability to find suitable solutions.

The objectives of the module are: mastering the civil law theory by students; assimilation by students of the legal categories and concepts system, including their branch refraction; to study the legal status of civil-legal relations participants; to study the basis and procedure for the emergence of property rights and other material rights; to study the relations in the field of law to the results of intellectual activity, contract law and other obligations, as well as property and personal non-property relations; formation of necessary knowledge, skills and competence to be able to correctly interpret and apply the norms of the applicable civil legislation.

The tasks of the subject are: to provide students with in-depth knowledge of Civil law, the civil law institutions system, and the state of applying law in the conditions where modern principles of the market economy apply; formation of ideas about the main principles of the legislation in this field, training on the basis of providing students with the basics of civil legislation, development of students' ability to apply and interpret civil legislation.

Upon completion of the “Civil Law” module, the student must:

- know the subject and method of Civil Law; system of Civil Law and system of legislation in the field of Civil Law; sources of Civil Law; basic principles of civil-legal relations regulation and other relations directly related to them;

- have practical skills in solving practical problems using the current legislation, conclusion of civil-legal contracts and their practical application;

preparation of high-quality and qualified legal conclusions, providing advice and other types of legal assistance;

- be able to analyze and interpret the sources of Civil law; apply the norms of Civil legislation; distinguish similar contracts from each other; protect objects of intellectual property rights; apply inheritance by will and by law correctly.

1. SUBJECTS ACCORDING TO THE CURRICULUM

№	Subjects (lecture and seminars)
1.	Concept, principles and system of Civil law.
2.	Sources of Civil law. Civil law relations.
3.	Citizens (individuals) as subjects of Civil law
4.	Legal entities as subjects of Civil law
5.	The State as a participant in civil law relations
6.	Objects
7.	Tangible and Intangible benefits
8.	Transactions. Representation and Power of attorney
9.	Deadlines. Limitation of actions
10.	Ownership and other rights in rem
11.	Private property. Public property.
12.	Common property. Protection of propertial right and other rights in rem
13.	Concept and content of an obligation. Fulfillment of obligations. Ensuring the fulfillment of obligations
14.	Ensuring the fulfillment of obligations. Penalty. Pledge. Retention. Guarantee. Warranty. Deposit.
15.	Change of persons in an obligation
16.	Liability for violation of obligations.
17.	Termination of obligations.
18.	General provisions on the contract
19.	Conclusion of contract
20.	Amendment and termination of contract
21.	Contract of sale and its types
22.	Energy supply. Sale of real estate. Sale of the enterprise.
23.	Barter agreement. Donation agreement.
24.	Rent agreement. Contract for the alienation of a residential building (part of a house) an apartment with a condition of life maintenance
25.	Property lease (lease) agreement and its types. Leasing agreement. Residential lease agreement. Gratuitouss use agreement (loan agreement)
26.	Work contract and its types. Contract for the provision of services for a fee
27.	Contract of carriage. Freight forwarding contract
28.	Loan agreement. Credit agreement. Financing against the assignment of a monetary claim.
29.	Bank deposit agreement. Bank account agreement. Settlements
30.	Agency agreement. Commission agreement. Property trust management agreement
31.	Comprehensive business license agreement (franchising)
32.	Storage agreement. Separate types of deposit storage

33.	Insurance. Simple partnership agreement (agreement on joint activities).
34.	Public competition. Public promise of reward. The organization of games and bets
35.	Obligation to compensate for harm to a person. Compensation for harm caused to the life and health of a citizen
36.	Compensation for damage caused due to defects in goods, works, services. Compensation for non-pecuniary damage. Obligations due to unjust enrichment
37.	Intellectual property. Copyright. Related rights
38.	Right to industrial property. Rights to new varieties of plants and new breeds of animals
39.	Protecting undisclosed information from illegal use. Means of individualization of participants in civil circulation, goods, works and services. Brand name.
40.	Inheritance law. Grounds for inheritance. Acquiring an inheritance

2. CASE TASKS

Task 1

The Republican Advertising Agency announced a public offer for accepting advertising orders from individuals and legal entities. Based on this announcement, "Do'stlik" LLC and individual entrepreneur Boburov applied to the agency to advertise their similar products. The agency refused to conclude a contract with the individual entrepreneur Boburov, considering that "Do'stlik" LLC would make a lot of profit.

Question: Are the actions of the agency legally justified? What do you mean by equality of arms in civil law?

Task 2

Businessman Mansurov, engaged in the trade of paintings, concludes a contract with the artist Asanov on the delivery of his own paintings. At first, Asanov supplies his own drawings. Later, along with these pictures, he starts to transfer the pictures drawn by his students. Buyers who found out about this stop buying pictures from the businessman. It will hurt Mansurov. Mansurov demands damages. Asanov states that the contract contains information about the sale of paintings and that he executed the contract in accordance with the principles of fairness and reasonableness.

Question: Is Asanov 's demand correct? What is the analogy of law and how is it different from the analogy of right?

Task 3

As a result of the failure of a large water dam located in Beshkent district, agricultural crops planted on 500 hectares of land owned by farmers in this district died. The district governor issued an order to compensate the farmers for the damages caused by the incident. One of the farmers demanded from the

court to recover the actual loss as well as the unearned profit. The court rejected the farmer's request citing the governor's decision as the basis.

Question: Evaluate the action of the court. Can the decision of the court be based on the governor's order? Could the governor's order regulate civil relations?

Task 4

Individual entrepreneur Mamurov and Mr.Vohidov conclude an agreement on irrigation of their land. Vohidov, an individual entrepreneur, did not irrigate Mamurov's land on time, and as a result of the death of the planted crop, the expected profit will not be received. When Vohidov appealed to the court to recover the damages from Vohidov, the court rejected Mamurov's claim that the irrigation contract could not be terminated.

Question: Are the actions of the court legal? Explain the basis of the emergence of civil rights and duties?

Task 5

Burxonov's father was sentenced to 6 years in prison in 2003. Rahimov, who was appointed Burxonov's guardian, takes Burxonov to his home and auctions his father's house. Later, he built two private stores from the money of this house. Due to the Amnesty Act passed in 2009, Burxonov's father was released from punishment and when he demanded his son's house from the guardian, he informed that Rahimov had used the money.

Question: Are Burxonov's statements justified? Who cannot be a guardian? Who is guardianship determined?

Task 6

The executive body of "Sevinch" LLC signed a contract for the sale of "Matiz" car for the total amount of 50 million. Mr. Rafikov, one of the founders

of the LLC, 7 days after the purchase of the car. Rafikov said that the executive body of the LLC has no right to conclude this sales contract, that the total amount of this contract is 70% of the authorized fund of the LLC, therefore, such a contract is considered a large deal, and only the general meeting of the LLC has the right to conclude it, that the conclusion of this contract has put the company in a difficult financial situation. said and appealed to the court.

Question: How will this issue be resolved in court?

Task 7

"Ishonch" LLC concluded a sales contract with "Bu kun" firm. According to him, the company "Bu kun" sent the equipment for the repair of cars to "Ishonch" LLC and demanded 5,000,000 soums for this. "Ishonch" LLC paid 750,000 soums of the specified amount and said that it has no other funds. When the company "Bu kun" demanded payment to the founders of "Ishonch" LLC, they paid 2,800,000 soums from the funds of the LLC. But the funds of "Ishonch" LLC were not enough to pay the remaining amount. The company "Bu kun" demanded to pay the fee at the expense of other funds of the founders. But the founders refused.

Question: Is it right for the founders to refuse this request of the "Bu kun" company?

Task 8

A life rent contract was concluded between citizen Kazakov and citizen Rahmanov. The housing is the subject of the rental agreement, and the rental agreement has been formalized according to all requirements. Mr. Kazakov died due to an accident 20 days after the conclusion of the contract. After that, the son of citizen Kazakov, who moved to Russia, applied to the court and asked to declare the contract invalid. The claimant has shown that no rent payments have been made by the rent payer as the basis for invalidating the contract.

Question: Is the claim of the son of the life annuitant valid? What actions and decisions should be taken by the court?

Task 9

Mr. Davlatov signed a contract with the "Mardon" company, which rents household appliances, to rent a TV set for a period of 1 year. According to the contract, the rent was to be paid on the 15th of every month. At the same time, the "Mardon" company, having installed a special sealant on the TV, undertook to carry out its current and major repairs.

The parties have fully fulfilled their obligations under the contract. However, when the contract expired, Davlatov announced that he wanted to rent the TV for another year. However, they said that the company has agreed to rent out this TV to another citizen, that the company does not have an empty TV at the moment, and Davlatov will hand over the TV and keep it for a while. But Davlatov refused to return the TV to the lessor and expressed his willingness to always pay for it.

Question: Who is right in this situation? Solve the problem?

Task 10

Citizen Boymurodov and citizen Kurbonov conclude a vehicle rental contract. Boymurodov will hand over his Chevrolet car to Kurbonov's ownership and use. Shomurodov says that he cannot find a driver for the car and asks Boymurodov to find one. Boymurodov recommends his relative Odilov to Kurbonov, and they agree with the lessee to pay him his fee. Odilov starts working as a driver. Later, Odilov commits a crime, and in this crime, the car serves as a criminal weapon. After Odilov's arrest, the car will be confiscated for the benefit of the state. After that, Boymurodov demands from Kurbonov to pay for the car. Kurbonov refused to pay for the car, claiming that Odilov was recommended by Boymurodov, that they were related, that he paid his salary to

the lessor, and that they acted as one person. Boymurodov files a lawsuit against the case.

Question: What type of vehicle rental agreement is this agreement? Are the facts given by Kurbonov valid?

Task 11

After hearing that his half-brother Saidov wanted to sell his Nexia car, Temirov said that he would buy the car at the market price. But the brothers tried to formalize the agreement as a gift contract, avoiding the payment (duty) to be paid during the formalization of the agreement. At the same time, they took into account that it would be easy to formalize the gift of a car to a relative. He witnessed the gift contract in the notary office. Temirov undertook to hand over 2500000 soums to his brother within three months.

Due to Saidov's criminal prosecution, his property was confiscated and it was found that he sold the car to his brother instead of gifting it.

According to the prosecutor's claim, the court found Saidov's donation of the car to Temirov invalid and made a decision to transfer the car and 2500000 soums to the state income. In his cassation appeal against this decision, Temirov stated that there was no illegal act in the transaction with his brother.

Question: What form of transactions does this deal fall into? Is the court's decision correct?

Task 12

On April 1, 2022, citizen Sharipov rents his own car to citizen Vafoyev in connection with a business trip abroad. He gives a power of attorney to Zaripov to collect rent of 1500000 soums per month from him. The power of attorney did not specify a deadline. Sharipov returns from a trip on October 1, 2023. And asks Zaripov to give the collected rent for the past period. Zaripov pays Sharipov the amount of rent from April 1, 2022 to April 1, 2023. However, Sharipov demands that Zaripov pay rent for the remaining 6 months.

Question: How will the issue be resolved? In this case, can Zaripov transfer powers under the power of attorney to another person?

Task 13

Citizen Karimova used her neighbor Xurramova to buy a vacuum cleaner for an hour with the condition of returning it. Half an hour later, after cleaning the house, Karimova took the vacuum cleaner to her neighbor, but Xurramova was not at home. After a while, Karimova went on holiday abroad with her family and returned two months later.

Xurramova asked for a vacuum cleaner and could not find it when she went to her neighbor's house. A week later, Xurramova couldn't afford her own vacuum cleaner, so she ordered a house cleaning company to clean her house. This situation continued until Karimova returned from abroad and handed over the vacuum cleaner. During this period, Xurramova had to use the services of a cleaning company 7 times.

Xurramova turned to Karimova and demanded the return of the amount she paid for the cleaning service, as she did not return the vacuum cleaner.

Xurramova said that he went on a vacation trip for good and valid reasons, that he picked up the vacuum cleaner half an hour after receiving it, but Xurramova was not at home, that Xurramova was at fault for not returning the vacuum cleaner, and therefore did not reimburse the amount paid for the cleaning service.

Question: Xurramova filed a lawsuit in court. What should the court decide?

Task 14

The newly established joint-stock company (JSC) mainly produces textile products. Some of its shares were bought by foreign investors. In return, the investors donated 20,000 copies of a high-quality photo album, which tells about a part of our Motherland. The album is made at a high level, based on the latest

design achievements. The volume consists of 22 printed plates. According to mutual agreement, the price of each was estimated at 30 USD. Albums are provided. However, according to the special order of the local authority, it was also stated that the proceeds from their sale should be transferred to funds established outside the local budget.

Meanwhile, JSC wanted to use the proceeds from album sales to pay off bank loans.

Question: How will the case be resolved? What legal documents should be paid attention to?

Task 15

In 2021, Odil Sultonov and Rayhon Azizova got married.

Before Rayhon Azizova got married, her parents inherited a yard, a video recorder, and various household appliances. During the couple's four years of living together, Rayhon Azizova owes 15000000 soums to her friend. But her husband Odil Sultonov does not know that she has a debt.

Since Rayhon Azizova could not give the amount of money she received to her friend on time, she came to Rayhon's house and informed Odil Sultonov. This received amount of money was used for livelihood. After that, Odil Sultonov denies the demand that I will not pay this received amount, because I did not receive the money and I am not obliged to pay it.

After that, there is a quarrel in the family, and the spouses apply to the court for the division of their common property and the property belonging to each of them. The main reason for this is that Rayhon Azizova says that she will repay her debt by buying the house inherited from her parents. But Odil Sultonov will not agree to this. He expresses his objection to the sale of the house, saying that I have the right to own the house, and my consent should be required to dispose of it. Rayhon Azizova says that the house belongs only to her, and that her husband has no ownership rights to the house.

Question: What are the property rights and obligations of the spouses? What do you understand by separate property of each of the husband and wife? What are their personal and joint liabilities? Solve the problem?

Task 16

The pre-order store made a contract with citizen Razzoqov to supply a 54-centimeter TV, which is a Japanese product, for 350 US dollars within a month. A month later, Razzoqov demanded the administration of the magazine to bring the TV. He considered the place of execution to be his place of residence, so he deliberately indicated his place of residence in the contract. The store took a TV set of the "LG" company to Razzoqov's house. Razzoqov demanded to exchange the TV, because he believed that they would bring him a Sony TV. During the trial, it was found that there were televisions from both companies in the store, and the brands of both brands exactly corresponded to the brands and prices specified in the contract.

The store's administration files a new claim for reimbursement of the costs of transporting the TV set to Razzoqov's home.

Question: Who is right in this dispute?

Task 17

Kayumov bought a leather jacket worth 1200000 soums from a commercial store. He counted the money in cash. As a general rule, the parties did not enter into a written contract. When he finished shopping, he looked at his watch and it was time for noon prayer. The seller did not object when he asked to leave the item there for a short time, intending to perform namaz at the mosque next to the store. After the prayer he found out that it had been replaced by another roommate. He protested. However, the salesman went through with it. He insisted that the contract was fulfilled.

Question: Which of the parties is right in this case? Could the contract be put in writing? If so, how would the process go? When does the right to property

arise in the recipient of the property under the contract? Could Kayumov agree on another contract with the seller?

3. REVIEW QUESTIONS.

3.1. Questions for mid-term control:

1. In terms of market relations, the sales contract is one of the most important contracts in the exchange of goods and money. Describe the purpose and function of the sales contract in the conditions of market relations and its place in the system of contracts.

2. In Civil law, there are various rules on how the price of the contract is considered as a condition. In this context, state how the price of the contract of sale is considered a condition for this contract and how it is applied in practice.

3. Quality and quantity of goods, completeness, container and packaging are important conditions in the sales contract. In the current legislation, general norms regarding the quality and quantity of goods, completeness, containers and packaging are established. However, in the practice of law enforcement and business dealings, there are a number of special cases in this regard. Explain these situations.

4. The risk of accidental loss of property has a special place in civil transactions, and in determining the responsibility of the seller or buyer for the accidental loss of goods, the moment of the transfer of property rights to the buyer is considered the main condition. Explain the methods of determining the moment of emergence of the right to ownership in the goods in the contract of sale and their application in practice.

5. In contracts leading to the transfer of property from one person to another, it is important to determine whether the property, the condition on the goods, the goods are available to the seller or not. In this context, explain the terms of the contract of sale and the procedure for its practical application.

6. Any commodity as an object of property rights may belong not only to one subject, but also to several subjects. This leads to the existence of the rights of several persons in the goods at the same time, so it is necessary to decide the fate of this right in relation to the goods during the sale. How to solve this issue

in the sales contract.

7. Objects of civil legal transactions can be not only ordinary property, but they are also complex household appliances, cars, computers, washing machines, laptops, ultrabooks, tablets, phones, etc., which in turn causes difficulties for the buyer in using them. In order to facilitate the buyer in this case, what are his rights defined in the legislation and what is the procedure for their implementation?

8. Delivery of the goods to the buyer is carried out using modern technical means and various methods. Using these tools and methods, explain the moment of fulfillment of the obligation to deliver the goods in the contract of sale?

9. Nowadays, the retail sales contract is regulated not only by Civil code, but also by a number of legal acts. Describe the regulation of retail trade relations (market and fair rules) with the current legislation.

10. A number of methods of selling goods are used in the retail sales contract. Describe these methods and highlight the similarities and differences between them.

11. A goods supply contract is of particular importance in the implementation of business activities. Explain the features of this contract and how it differs from other contracts.

12. One of the special types of sales contract is a goods supply contract. However, at the same time the goods supply contract is also a contract aimed at business activities. Therefore, explain the relationship between this contract and the contract of sale and explain its concept and legal signs.

13. A goods supply contract is distinguished by its complexity, subject to a specific procedure in its structure, compliance with special rules of contract conclusion and performance periods. How does the procedure and terms of concluding a goods supply contract differ from similar contracts.

14. The rules of liability for violation of a goods supply contract are simultaneously defined in Civil code and current laws. What is the ratio between Civil code and current laws in this regard? What is the liability for failure to

fulfill obligations under this contract? In this regard, what was the most important reform implemented in our country?

15. State participation in civil-legal contracts is allowed only in certain cases. This, of course, stems from the unique subjectivity of the state in civil law. In this context, what type of civil-legal contract does the state participate in as a direct (not indirect) subject and explain the specific features of this contract?

16. The procedure for concluding contracts in which the state participates in civil-legal relations is also unique. Explain this uniqueness and order?

17. One of the contracts in which the state participates is the Government contract for the supply of goods. This contract differs from other types of sales contract according to its subjective content. For this reason, the problem of compensation for damages arising from this contract is a frequent situation in practice today. How is this problem solved in legislation and explain the legal norms in this regard?

18. Purchase of certain types of agricultural products is carried out in a special manner. Such a procedure creates contractual relations and a type of contract with specific characteristics in civil law. Comment on the essence and uniqueness of the contractual procedure used for the purchase of agricultural products in the conditions of market relations, the perspective of this contract.

19. Contracting agreement (the purchase of agricultural products contract) in market relations is described as a contract with administrative and legal elements. Therefore, civil-legal regulation and administrative-legal means are simultaneously applied to relations arising on the basis of this contract. Explain exactly what administrative and legal instruments are used in relation to the contract?

20. Application of liability and determination of force majeure in the contracting agreement (the purchase of agricultural products contract) creates an imbalance in legal norms and practice. In your opinion, what is this imbalance and what methods and tools should be used to eliminate it?

21. What are the types of liability under the contracting agreement (the purchase of agricultural products contract) concluded on the basis of the state order and indicate the basis for determining which of them are applicable?

22. The electricity is object of Civil law relations. Civil-legal turnover of electricity is carried out through a separate civil legal contract. Describe the concept, specific features and legal signs of this contract?

23. Explain the specific features of the real estate purchase agreement, the procedure for formalizing the residential, land plot purchase agreement, and specific aspects of the legal norms in this regard?

24. It is known that an enterprise (company) is both an object and a subject of civil law. However, there are no clear limits or criteria in civil law in this regard. However, the current civil legislation defines the contract of sale of the enterprise (company) and it is distinguished by its own characteristics. In this regard, explain the concept of the contract of sale of the enterprise (company) and its legal signs?

25. Vehicles are considered a specific object of civil law and in a certain sense it is equated with the status of real estate. Therefore, explain the difference between the concept and legal signs of the contract of sale of vehicles and its legal signs from the contract of sale of real estate and enterprise (company)?

26. One of the oldest contracts is the barter contract. In the conditions of market relations, the barter contract acquired a new meaning. In some places, it is allowed to limit the scope of action and areas of application of this agreement. Explain the legislation on the barter contract and its restrictions and limitations?

27. Transfer of property from one person to another one can be done not only for a fee, but also for free. This creates an unique contractual-legal structure in civil law. How does this structure differ from contracts for a fee?

28. Determining the subject of the gift agreement creates certain legal and practical problems. Therefore, express the description of these cases as the subject of a gift: things, property rights, exemption from property obligations.

29. In market relations, a number of new civil-legal contracts were created

in the legal field. A dualistic approach to the content of some new contracts was highlighted. One such contract is a annuity contract. This contract acquires uniqueness according to its purpose, concept, and legal signs, types, and form. In this respect, express the legal description of the annuity contract?

30. The definition given to the concept of property lease contract in the current Civil code has a certain uniqueness. That is, it is determined that the property will be handed over to the lessee for "temporary possession and use" or "use". In this case, it seems that the rule of the civil law doctrine that "in order to use the property, it must first be owned" is violated. Explain, is it possible to enforce a lease based on the right of use only?

31. A lease for property and the procedure for its payment are diverse and unique in this respect. In addition, a lease for property differs from other contracts in terms of payment methods and types. Please explain these differences?

32. Contract of hire is distinguished from other types of rental contract by its uniqueness. In this regard, describe the concept of hire contract, legal signs, subject matter and terms of the contract?

33. Explain the rights and obligations of the parties under the hire contract.

34. When buildings and structures are leased, it is necessary to decide who owns the right to the plot of land on which it is located. In this case, how this matter should be solved?

35. Describe the rights and obligations of the parties under the enterprise (company) lease agreement?

36. Consider the concept of a lease agreement, its legal signs and the importance of the agreement in market conditions.

37. The procedure for concluding a rental housing agreement.

38. Expand the general provisions on the contract. Its differences from related contractual relations.

39. Explain the concept of a construction contract, its legal signs and the

procedure for concluding the contract.

40. Describe the concept of transport expedition contract and its legal signs, the place of this contract in market conditions?

41. Explain the concept and legal signs of a loan contract, the form of the contract, and the differences from related contracts?

42. Explain the concept of credit agreement.

43. Analyze the concept and legal signs of the factoring contract.

44. Explain the concept, types and legal signs of a bank deposit agreement.

45. Explain the concept of bank account agreement and its legal features.

3.2. Questions for final review control:

1. Personal non-property relations regulated by Civil law: legislation and practice.

2. Origin of Civil rights and duties.

3. Citizens (Individuals)

4. Legal entities

5. The State as Participant of Civil-Law Relations

6. Objects

7. Tangible and Intangible benefits

8. Transactions.

9. Representation and Power of attorney

10. Deadlines.

11. Limitation of actions

12. Ownership and other rights in rem

13. Private property.

14. Public property.

15. Common property.

16. Protection of propertial right and other rights in rem

17. Concept and content of an obligation.

18. Ensuring the fulfillment of obligations
19. Change of persons in an obligation
20. Liability for violation of obligations.
21. Termination of obligations.
22. General provisions on the contract
23. Conclusion of contract
24. Amendment and termination of contract
25. Contract of sale and its types
26. Energy supply.
27. Sale of real estate.
28. Sale of the enterprise.
29. Barter agreement.
30. Donation agreement.
31. Rent agreement.
32. Property lease (lease) agreement and its types.
33. Work contract and its types.
34. Contract for the provision of services for a fee
35. Contract of carriage. Freight forwarding contract
36. Loan agreement. Credit agreement.
37. Financing against the assignment of a monetary claim.
38. Bank deposit agreement.
39. Bank account agreement. Settlements
40. Agency agreement.
41. Comprehensive business license agreement (franchising)
42. Storage agreement. Separate types of deposit storage
43. Insurance. Simple partnership agreement (agreement on joint activities).
44. Public competition.
45. Obligation to compensate for harm to a person.

46. Compensation for damage caused due to defects in goods, works, services. Compensation for non-pecuniary damage. Obligations due to unjust enrichment

47. Intellectual property.

48. Right to industrial property. Rights to new varieties of plants and new breeds of animals

49. Protecting undisclosed information from illegal use.

50. Inheritance law.

4. GLOSSARY

acquittal - Judgment that a criminal defendant has not been proven guilty beyond a reasonable doubt.

affidavit - A written statement of facts confirmed by the oath of the party making it. Affidavits must be notarized or administered by an officer of the court with such authority.

affirmed - Judgment by appellate courts where the decree or order is declared valid and will stand as decided in the lower court.

allegation - Something that someone says happened.

answer - The formal written statement by a defendant responding to a civil complaint and setting forth the grounds for defense.

appeal - A request made after a trial, asking another court (usually the court of appeals) to decide whether the trial was conducted properly. To make such a request is "to appeal" or "to take an appeal." Both the plaintiff and the defendant can appeal, and the party doing so is called the appellant. Appeals can be made for a variety of reasons including improper procedure and asking the court to change its interpretation of the law.

appellate - About appeals; an appellate court has the power to review the judgment of another lower court or tribunal.

arraignment - A proceeding in which an individual who is accused of committing a crime is brought into court, told of the charges, and asked to plead guilty or not guilty.

arrest warrant - A written order directing the arrest of a party. Arrest warrants are issued by a judge after a showing of probable cause.

bail - Security given for the release of a criminal defendant or witness from legal custody (usually in the form of money) to secure his/her appearance on the day and time appointed.

bankruptcy - Refers to statutes and judicial proceedings involving persons or businesses that cannot pay their debts and seek the assistance of the

court in getting a fresh start. Under the protection of the bankruptcy court, debtors may discharge their debts, perhaps by paying a portion of each debt. Bankruptcy judges preside over these proceedings.

bench trial - Trial without a jury in which a judge decides the facts. In a jury trial, the jury decides the facts. Defendants will occasionally waive the right to a jury trial and choose to have a bench trial.

beyond a reasonable doubt - Standard required to convict a criminal defendant of a crime. The prosecution must prove the guilt so that there is no reasonable doubt to the jury that the defendant is guilty.

brief - A written statement submitted by the lawyer for each side in a case that explains to the judge(s) why they should decide the case (or a particular part of a case) in favor of that lawyer's client.

capital offense - A crime punishable by death. In the federal system, it applies to crimes such as first degree murder, genocide, and treason.

case law - The use of court decisions to determine how other law (such as statutes) should apply in a given situation. For example, a trial court may use a prior decision from the Supreme Court that has similar issues.

chambers - A judge's office.

charge - The law that the police believe the defendant has broken.

charge to the jury - The judge's instructions to the jury concerning the law that applies to the facts of the case on trial.

chief judge - The judge who has primary responsibility for the administration of a court. The chief judge also decides cases, and the choice of chief judges is determined by seniority.

circumstantial evidence - All evidence that is not direct evidence (such as eyewitness testimony).

clerk of court - An officer appointed by the court to work with the chief judge in overseeing the court's administration, especially to assist in managing the flow of cases through the court and to maintain court records.

common law - The legal system that originated in England and is now in use in the United States. It is based on court decisions rather than statutes passed by the legislature.

complaint - A written statement by the plaintiff stating the wrongs allegedly committed by the defendant.

continuance - Decision by a judge to postpone trial until a later date.

contract - An agreement between two or more persons that creates an obligation to do or not to do a particular thing.

conviction - A judgment of guilt against a criminal defendant.

counsel - Legal advice; a term used to refer to lawyers in a case.

counterclaim - A claim that a defendant makes against a plaintiff. Counterclaims can often be brought within the same proceedings as the plaintiff's claims.

court - Government entity authorized to resolve legal disputes. Judges sometimes use "court" to refer to themselves in the third person, as in "the court has read the briefs."

court reporter - A person who makes a word-for-word record of what is said in court and produces a transcript of the proceedings upon request.

cross-examine - Questioning of a witness by the attorney for the other side.

damages - Money paid by defendants to successful plaintiffs in civil cases to compensate the plaintiffs for their injuries.

default judgment - A judgment rendered because of the defendant's failure to answer or appear.

defendant - In a civil suit, the person complained against; in a criminal case, the person accused of the crime.

defense table - The table where the defense lawyer sits with the defendant in the courtroom.

deposition - An oral statement made before an officer authorized by law to administer oaths. Such statements are often taken to examine potential witnesses, to obtain discovery, or to be used later in trial.

direct evidence - Evidence that supports a fact without an inference.

discovery - Lawyers' examination, before trial, of facts and documents in possession of the opponents to help the lawyers prepare for trial.

docket - A log containing brief entries of court proceedings.

en banc - "In the bench" or "full bench." Refers to court sessions with the entire membership of a court participating, rather than the usual quorum. U.S. courts of appeals usually sit in panels of three judges, but may expand to a larger number in certain cases they deem important enough to be decided by the entire court. They are then said to be sitting en banc.

evidence - Information presented in testimony or in documents that is used to persuade the fact finder (judge or jury) to decide the case for one side or the other.

exculpatory evidence - Evidence which tends to show the defendant's innocence.

exhibit - Physical evidence or documents that are presented in a court proceeding. Common exhibits include contracts, weapons, and photographs.

felony - A crime carrying a penalty of more than a year in prison.

file - To place a paper in the official custody of the clerk of court to enter into the files or records of a case. Lawyers must file a variety of documents throughout the life of a case.

hearsay - Statements by a witness who did not see or hear the incident in question but learned about it through secondhand information such as another's statement, a newspaper, or a document. Hearsay is usually not admissible as evidence in court, but there are many exceptions to that rule.

indictment - The formal charge issued by a grand jury stating that there is enough evidence that the defendant committed the crime to justify having a trial; it is used primarily for felonies.

in forma pauperis - In the manner of a pauper. Permission given to a person to sue without payment of court fees on claim of indigence or poverty.

information - A formal accusation by a government attorney that the defendant committed a misdemeanor.

initial hearing - Court proceeding in which the defendant learns of his rights and the charges against him and the judge decides bail.

injunction - An order of the court prohibiting (or compelling) the performance of a specific act to prevent irreparable damage or injury.

interrogatories - Written questions asked to one party by an opposing party, who must answer them in writing under oath. Interrogatories are a part of discovery in a lawsuit.

issue - (1) The disputed point in a disagreement between parties in a lawsuit. (2) To send out officially, as in to issue an order.

judge - Government official with authority to decide lawsuits brought before courts. Judicial officers of the Supreme Court and the highest court in each state are called justices.

judgment - The official decision of a court finally determining the respective rights and claims of the parties to a suit.

jurisdiction - (1) The legal authority of a court to hear and decide a case. Concurrent jurisdiction exists when two courts have simultaneous responsibility for the same case. Some issues can be heard in both state and federal courts. The plaintiff initially decides where to bring the suit, but in some cases, the defendant can seek to change the court. (2) The geographic area over which the court has authority to decide cases. A federal court in one state, for example, can usually only decide a case that arose from actions in that state.

jurisprudence - The study of law and the structure of the legal system.

lawsuit - A legal action started by a plaintiff against a defendant based on a complaint that the defendant failed to perform a legal duty, resulting in harm to the plaintiff.

law clerk (or staff attorney) - Assist judges with research and drafting of opinions.

litigation - A case, controversy, or lawsuit. Participants (plaintiffs and defendants) in lawsuits are called litigants.

misdemeanor - Usually a petty offense, a less serious crime than a felony, punishable by less than a year of confinement.

mistrial - An invalid trial caused by fundamental error. When a mistrial is declared, the trial must start again, beginning with the selection of a new jury.

motion - Attempt to have a limited issue heard by the court. Motions can be filed before, during, and after trial.

nolo contendere - No contest. Has the same effect as a plea of guilty as far as the criminal sentence is concerned, but the plea may not be considered an admission of guilt for any other purpose. Sometimes, a guilty plea could later be used to show fault in a lawsuit, but the plea of nolo contendere forces the plaintiff in the lawsuit to prove that the defendant committed the crime.

oath - A promise to tell the truth.

objection - A protest by an attorney, challenging a statement or question made at trial. Common objections include an attorney “leading the witness” or a witness making a statement that is hearsay. Once an objection is made, the judge must decide whether to allow the question or statement.

opinion - A judge's written explanation of a decision of the court. In an appeal, multiple opinions may be written. The court’s ruling comes from a majority of judges and forms the majority opinion. A dissenting opinion disagrees with the majority because of the reasoning and/or the principles of law on which the decision is based. A concurring opinion agrees with the end result of the court but offers further comment possibly because they disagree with how the court reached its conclusion.

oral argument - An opportunity for lawyers to summarize their position before the court in an appeal and also to answer the judges' questions.

panel - (1) In appellate cases, a group of judges (usually three) assigned to decide the case; (2) In the jury selection process, the group of potential jurors.

parties - Plaintiffs and defendants (petitioners and respondents) to lawsuits, also known as appellants and appellees in appeals, and their lawyers.

plaintiff - The person who files the complaint in a civil lawsuit.

pleadings - Written statements of the parties in a civil case of their positions. In federal courts, the principal pleadings are the complaint and the answer.

precedent - A court decision in an earlier case with facts and law similar to a dispute currently before a court.

procedure - The rules for the conduct of a lawsuit; there are rules of civil, criminal, evidence, bankruptcy, and appellate procedure.

preliminary hearing - A hearing where the judge decides whether there is enough evidence to require the defendant to go to trial. Preliminary hearings do not require the same rules as trials. For example, hearsay is often admissible during the preliminary hearing but not at trial.

pretrial conference - A meeting of the judge and lawyers to discuss which matters should be presented to the jury, to review evidence and witnesses, to set a timetable, and to discuss the settlement of the case.

probable cause - An amount of suspicion leading one to believe certain facts are probably true. The Fourth Amendment requires probable cause for the issuance of an arrest or search warrant.

probation - A sentencing alternative to imprisonment in which the court releases convicted defendants under supervision as long as certain conditions are observed.

pro se - A Latin term meaning "on one's own behalf"; in courts, it refers to persons who present their own cases without lawyers.

record - A written account of all the acts and proceedings in a lawsuit.

remand - When an appellate court sends a case back to a lower court for further proceedings. The lower court is often required to do something differently, but that does not always mean the court's final decision will change

reporter - Makes a record of court proceedings, prepares a transcript, and publishes the court's opinions or decisions.

reverse - When an appellate court sets aside the decision of a lower court because of an error. A reversal is often followed by a remand. For example, if the defendant argued on appeal that certain evidence should not have been used at trial, and the appeals court agrees, the case will be remanded in order for the trial court to reconsider the case without that evidence.

search warrant - Orders that a specific location be searched for items, which if found, can be used in court as evidence. Search warrants require probable cause in order to be issued.

service of process - The service of writs or summonses to the appropriate party.

settlement - Parties to a lawsuit resolve their difference without having a trial. Settlements often involve the payment of compensation by one party in satisfaction of the other party's claims.

sidebar - A conference between the judge and lawyers held out of earshot of the jury and spectators.

statute - A law passed by a legislature.

statute of limitations - A law that sets the time within which parties must take action to enforce their rights.

stay - A temporary pause or suspension of a judicial proceeding. Stays are usually designed to terminate upon the completion of specified event (e.g., a judicial decision in a separate case or the end of a government shutdown) or after a specific period of time.

subpoena - A command to a witness to appear and give testimony.

subpoena duces tecum - A command to a witness to produce documents.

summary judgment - A decision made on the basis of statements and evidence presented for the record without a trial. It is used when there is no dispute as to the facts of the case, and one party is entitled to judgment as a matter of law.

temporary restraining order - Prohibits a person from an action that is likely to cause irreparable harm. This differs from an injunction in that it may be granted immediately, without notice to the opposing party, and without a hearing. It is intended to last only until a hearing can be held.

testify - Answer questions in court.

testimony - Evidence presented orally by witnesses during trials or before grand juries.

tort - A civil wrong or breach of a duty to another person as outlined by law. A very common tort is negligent operation of a motor vehicle that results in property damage and personal injury in an automobile accident.

transcript - A written, word-for-word record of what was said, either in a proceeding such as a trial or during some other conversation.

trial - A hearing that takes place when the defendant pleads "not guilty," and the parties are required to come to court to present evidence.

uphold - The decision of an appellate court not to reverse a lower court decision. Also called "affirm."

venue - The geographical location in which a case is tried.

writ - A formal written command, issued from the court, requiring the performance of a specific act.

writ of certiorari - An order issued by the Supreme Court directing the lower court to transmit records for a case for which it will hear on appeal. The Supreme Court is usually not required to hear appeals of cases. A denial of "cert" by the Supreme Court allows the previous ruling to stand.

5. TEST TASKS

1. In what case are the terms of the contract for the sale and purchase of goods considered agreed upon?

- A. if the contract allows you to determine the name of the product
- B. if the contract allows you to determine the quantity of the product
- C. if the contract allows you to determine the quality of the goods
- D. A and B

2. The risk of accidental loss of goods passes to the recipient when...

- A. the seller fulfilled his obligation to transfer the goods to the buyer
- B. from the moment of signing the contract
- C. from the moment of agreement on the essential terms of the contract
- D. from the moment of payment for the goods

3. If a supply agreement does not specify a period, then it is considered concluded on...

- A. 1 year
- B. 6 months
- C. unlimited
- D. for an indefinite period

4. In a supply agreement, the supplier is...

- A. legal entity
- B. a person carrying out business activities
- C. economic entity
- D. individual

5. If a supply agreement does not specify the form of payment, then payment is carried out ...

- A.collection
- B.payment orders
- C.checks
- D. letters of credit

6. A violation of the supply agreement by the buyer may be considered significant in cases

- A. repeated violation of terms of payment for goods
- B. repeated non-sampling of goods
- C. repeated violation of delivery deadlines
- D. A and B

7. Concluding government contracts for the supply of goods is mandatory

- A. for government customers
- B. for supplier
- C. for the driver
- D. A and B

8. Which document is not required when selling a company?

- A. inventory act
- B. balance sheet
- C. license to engage in relevant activities
- D. audit reports on the composition and value of the enterprise

9. What general rules apply to the barter agreement?

- A. purchase and sale
- B. supplies
- C. contracting
- D. orders

11. Which answer is incorrect? A gift agreement is considered void...

- A. if the donee is not named in the contract
- B. if the subject of the donation is not specified
- C. if the gift is intended to be transferred after the death of the donor
- D. if the donee committed a deliberate crime against the life and health of the donor

12. Outside the deadlines damage is subject to compensation if...

- A. In violation of the law, the expiration date is not established
- B. established shelf life is 10 years
- C. the person to whom the product was sold was not warned about the necessary actions after the expiration date
- D. A and B

13. Choose the wrong answer. Are they being eliminated from inheritance?

- A. persons who deliberately prevented the testator from carrying out his last will and who contributed to the recognition of themselves or persons close to them as inheritors or to an increase in their share of the inheritance
- B. persons who intentionally took the life of the testator or any of the possible heirs or made an attempt on their life
- C. parents deprived of parental rights
- D. persons in respect of whom the testator made a will after an attempt on his life was committed

14. The inheritance includes:

- A. all rights and obligations belonging to the testator at the time opening of inheritance
- B. personal non-property rights

C. the right to a pension, benefits and other payments based on labor and social security legislation

D. rights of membership, participation in commercial and other organizations, inextricably linked with the personality of the testator

15. How long does copyright last after the death of the author?

A. 100 years

B. 90 years

C. 80 years

D. 70 years

16. Who is included in the third line of heirs by law?

A. relatives of the testator up to the sixth degree of kinship inclusive

B. children of the spouse and parents of the testator

C. disabled dependents of the testator

D. uncles and aunts of the testator

17. What is the place of opening of the inheritance?

A. notary office

B. place where the will was made

C. judicial authorities

D. last permanent place of residence of the testator

18. The author of the work owns the following personal non-property rights...

A. right of the author, right of the owner, right to the copyright name

B. the right to the integrity of the work, the right to the copyright name, the right authorship

C. right of ownership, right of authorship, right to inviolability of a work

D. right to use the work, right of ownership, right of authorship

19. In what cases can the sub-appointment of an heir not take place: if the heir specified in the will...

- A. dies before the opening of the inheritance
- B. will refuse the inheritance
- C. will be excluded from inheritance as an unworthy heir
- D. refuses the inheritance not in favor of the designated heir

20. Choose the wrong answer. Derivative works include...

- A. order
- B. annotations
- C. translations
- D. referates

21. Choose the wrong answers. First of all, the right to inheritance according to the law is received by:

- A. children of the testator
- B. brothers and sisters of the testator
- C. spouse of the testator
- D. parents of the testator

22. The testator may be...

- A. state
- B. public organizations
- C. citizens
- D. legal entities

23. From what time is the term of copyright calculated after the death of the author?

A. from the first of January of the year following the year of death of the author

B. from the first following month after the death of the author

C. 1 day after the death of the author

D. 1 month after the death of the author

24. How many years of separation between the testator and his spouse before the opening of the inheritance are grounds for the court to exclude the spouse from inheritance by law?

A. at least 1 year

B. at least 2 years

C. at least 5 years

D. at least 10 years

25. Which of the following cannot be the subject of copyright?

A. author of the work

B. heirs of the author

C. state

D. citizens' self-government bodies

26. Who is not entitled to an obligatory share in the inheritance?

A. adoptive parents of the testator

B. minor and disabled children of the testator

C. spouse of the testator

D. brothers and sisters of the testator

27. In a franchising agreement, the licensee is given the right to use?

A. brand name

B. trademark

C. service marks

D. all answers are correct

28. The parties to the franchising agreement are...

A. registered business organizations

B. citizens who are entrepreneurs

C. public associations

D. A and B

29. Failure to comply with what rule of franchising is considered invalid?

A. written form

B. registration by the authority

C. verbal form

D. A and B

30. The licensee pays the licensor remuneration in the form of:

A. fixed one-time or periodic payments

B. deductions from revenue

C. markups on the wholesale price of goods

D. A, B, C

31. The licensor's responsibilities include...

A. provide the licensee with technical and commercial documentation or other information

B. issue licenses to the licensee under the agreement, ensuring their execution

C. provide the licensee with technical and advisory assistance

D. A, B, C

32. Which of the following responsibilities is not the responsibility of a licensee?

- A. use the brand name of the licensor under the agreement
- B. provide additional services to the buyer
- C. transfer technical and com. documentation
- D. refrain from disclosing the licensor's secrets

33. If not all goods comply with the contract, the buyer has the right to choose...

- A. accept the goods, refuse others
- B. refuse all goods
- C. request replacement of goods
- D. all conditions apply

34. What kind of payment for goods is possible in a purchase-sale agreement?

- A. preliminary
- B. payment for goods sold on credit
- C. payment in installments
- D. A, B, C.

35. What the property includes?

- A. apartment
- B. house
- C. vehicle
- D. all answers are correct

36. From what moment does the insurance contract come into effect?

A. comes into force at the moment of payment of the insurance premium or first installment

- B. from the moment of signing the contract
- C. from the moment of occurrence of the insured event
- D. B and C

37. Under a bank account agreement, the bank undertakes...

- A. accept funds received into the client's account
- B. credit these funds to the client's account
- C. carry out the client's orders regarding transfers of the relevant amounts from the account
- D. all answers are correct

38. In what cases can a bank account be closed?

- A. at the request of the client
- B. at the initiative of the bank under certain circumstances
- C. no way
- D. A and B

39. Duration of the bank account agreement is...

- A. 5 years
- B. of an indefinite nature
- C. 10 years
- D. 1 year

40. If there are insufficient funds in the client's account, the following is written off first:

- A. obligatory payments to the budget
- B. according to other executive documents
- C. amounts under enforcement documents providing for recovery for particularly significant needs
- D. according to payment documents in calendar order

41. How long does it take for funds to be credited to the client's account?

A. no later than 1 day following the day the relevant payment document was received by the bank

B. no later than 10 days following the day the relevant payment document was received by the bank

C. no later than 1 month

D. no later than 1 year

42. After what period of time is damage subject to compensation if the shelf life of the goods has not been established?

A. 5 years

B. 3 years

C. 10 years

D. 1 year

43. Who can be parties to a franchising agreement according to Civil code?

A. business organizations

B. individuals

C. individual entrepreneurs

D. A, C

44. What does the concept of "franchising" mean?

A. finance lease

B. property lease

C. complex enterprise license

D. payment order

45. The bank may accept for storage:

- A. securities
- B. precious metals and stones
- C. documents
- D. all are correct

46. What is sequestration?

- A. storage of things with depersonalization
- B. storage of controversial items
- C. storage in a pawnshop
- D. hotel storage

47. What types of insurance exist in civil law?

- A. property and non-property insurance
- B. voluntary and compulsory insurance
- C. double and mutual insurance
- D. coinsurance and reinsurance

48. What cannot be insured under a property insurance contract?

- A. risk of loss of certain property
- B. risk of liability for an obligation
- C. risk of losses from participation in games, lotteries and bets
- D. risk of liability under contracts

49. An insurance contract is void in cases where:

- A. at the time of conclusion of the contract, the object of insurance did not exist
- B. the contract insured property obtained by criminal means
- C. illegal interest is insured under the contract
- D. all are correct

50. As a result of what is a simple partnership agreement terminated?

- A. declaring one of the partners incapacitated
- B. declaring one of the partners insolvent (bankrupt)
- C. death of one of the partners
- D. all are correct

51. What is another name for a mutual bet?

- A. totalizator
- B. subrogation
- C. mortgage
- D. vindication

52. What is not object to copyright?

- A. a work of science, literature and art
- B. published works
- C. ideas, concepts, principles, systems, etc.
- D. unpublished works

53. A transaction that is considered concluded at the moment an agreement is reached between its participants.

- A. consensual
- B. real
- C. imaginary
- D. gratuitous

54. A transaction for which, in addition to an agreement between the parties, the actual transfer of the thing is necessary:

- A. consensual
- B. real

- C. imaginary
- D. sham transaction

55. A transaction made without the intention of creating legal consequences:

- A. consensual
- B. real
- C. imaginary
- D. sham transaction

56. A transaction made with the aim of covering up another transaction.

- A. consensual
- B. real
- C. imaginary
- D. sham transaction

57. An agreement in which one party has only rights, and the other only obligations.

- A. unilateral
- B. bilateral
- C. planned
- D. unplanned

58. An agreement in which both counterparties act as both debtor and creditor.

- A. unilateral
- B. bilateral
- C. planned
- D. unplanned

59. Propertial rights, along with the right of ownership in particular, are...

- A. right of economic management and right of operational management
- B. right of lifelong inheritable ownership of a land plot
- C. easements
- D. all answers are correct

60. When was the Law of the Republic of Uzbekistan “On Property in the Republic of Uzbekistan” adopted?

- A. October 31, 1991
- B. August 31, 1991
- C. September 22, 1994
- D. December 25, 1998

61. What does not apply to the method of termination of ownership?

- A. liquidation
- B. seizure of property
- C. nationalization
- D. franchising

62. The process of transforming privately-owned assets into public assets by bringing them under the public ownership of a national government or state.

- A. requisition
- B. nationalization
- C. liquidation
- D. write-off

63. Confiscation from the owner by order of government authorities with payment to him of the value of property in cases of natural disasters.

- A. liquidation
- B. nationalization
- C. requisition
- D. write-off

64. Minors aged 14 to 18 years have the right to...

- A. carry out small household transactions
- B. manage your salary
- C. exercise the rights of the author of a work of science
- D.A,B,C

65. After what period can the court declare a citizen missing?

- A. one year
- B. two years
- C. 3 years
- D. 5 years

66. After what period does the court declare a citizen dead?

- A. 2 years
- B. 3 years
- C. 4 years
- D. 5 years

67. After what period does the court recognize a citizen as dead if he goes missing under circumstances threatening death?

- A. within 1 year
- B. 2 years
- C. 6 months

D. 5 years

68. A company established by one or more persons, the authorized capital of which is divided into shares of the size determined by the constituent documents, the participants of which are not liable according to the circumstances.

- A. additional liability company
- B. limited liability company (LLC)
- C. joint stock company (JSC)
- D. cooperative

69. A company established by one or more persons whose authorized capital is divided into shares determined by the constituent documents of the size of the participants of which jointly and severally bear subsidiary liability for obligations.

- A. additional liability company
- B. limited liability company
- C. joint stock company
- D. cooperative

70. A a business owned by its shareholders, who can buy and sell shares freely.

- A. additional liability company
- B. limited liability company (LLC)
- C. joint stock company (JSC)
- D. cooperative

71. An autonomous association of persons united voluntarily to meet their common economic, social and cultural needs and aspirations through a jointly owned and democratically-controlled enterprise.

- A. additional liability company
- B. limited liability company (LLC)
- C. joint stock company (JSC)
- D. cooperative

72. An independent thing connected with another thing by the essence of the relationship that arises during their use.

- A. main thing
- B. accessory
- C. complicated thing
- D. consumable item

73. A thing designed to serve as the main thing and connected with it by a general economic purpose.

- A. complicated thing
- B. divisible thing
- C. accessory
- D. consumable item

74. A transaction for which the expression of the will of one party is necessary and sufficient.

- A. multilateral
- B. bilateral
- C. unilateral
- D. there is no correct answer

75. To complete a transaction, the will of three or more parties must be expressed.

- A. multilateral
- B. bilateral

- C. unilateral
- D. there is no correct answer

76. For how long can a power of attorney be issued?

- A. no more than 5 years
- B. no more than 3 years
- C. no more than a year
- D. no more than 4 years

77. The power of attorney is terminated as a result of...

- A. expiration of the power of attorney
- B. refusal of the person to whom the power of attorney was issued
- C. cancellation of the power of attorney by the person who issued it
- D. All

78. General limitation period is ...

- A. 3 years
- B. 2 years
- C. year
- D. 4 years

79. The limitation period is suspended...

- A. if the filing of a claim was prevented by an unavoidable event
- B. if the plaintiff or defendant was a member of the armed forces
- C. if the incapacitated person does not have legal representatives
- D. A,B,C

80. The amount of money determined by law that the debtor is obliged to pay to the creditor in the event of non-fulfillment or improper fulfillment of obligations.

- A. deposit
- B. hold
- S. penalty
- D. deposit

81. The guarantor's obligation to the beneficiary under the guarantee is terminated by ...

- A. payment to the beneficiary of the amount for which the guarantee was issued
- B. the end of the period specified in the guarantee for which it was issued
- C. due to the beneficiary's waiver of his rights under the guarantee
- D. all are correct

82. An agreement, the terms of which are defined by one of the parties in forms, other standard forms and could be accepted by the other party only by accession to the proposed agreement as a whole.

- A. preliminary agreement
- B. public contract
- C. accession agreement
- D. agreement in favor of a 3rd party

83. From what moment does a small enterprise acquire the status of a legal entity?

- A. after a month
- B. after 3 days
- C. from the moment of its state registration
- D. after 10 days

84. An enterprise in which Uzbek and foreign legal entities and citizens participate in the property is...

- A. private enterprise
- B. joint venture
- C. rental enterprise
- D. small enterprise

85. Identify the subjects of Civil law.

- A. citizens (individuals), state, legal entities
- B. stateless persons, citizens of the Republic of Uzbekistan
- C. commercial and non-profit legal entities
- D. central and local authorities of the state

86. Conditions for applying the analogy of right in Civil law.

- A. the impossibility of complying with the norms of civil law regulating similar relations
- B. impossibility of fulfilling the analogy of law
- C. limitation of civil rights, as well as establishment of liability
- D. all answers are correct

87. Identify the signs of business customs?

- A. a widely used rule of conduct in business activities
- B. not provided for by law
- C. not recorded in any document
- D. all answers are correct

88. Boundaries of the legal capacity of citizens as subjects of Civil law?

- A. from birth to death
- B. from 16 years of age until death
- C. from 14 years of age until death
- D. all answers are correct

89. Determine the age of the subject who has the following content of legal capacity:

- carrying out small household transactions
 - making deposits in credit institutions and managing them
 - independent propertial liability
- A. persons from 14 to 18 years old
B. persons under 14 years of age
C. persons from 14 to 16 years old
D. persons from 16 to 18 years of age

90. Types of constituent documents of Legal entities?

- A. constituent contract
B. charter
C. regulations
D. correct answers "A" and "B"

91. Determine the main constituent document of branches and representative offices?

- A. contract
B. charter
C. provision
D. regulations

92. Determine the form of reorganization of a legal entity in which the rights and obligations of the reorganized legal entity are transferred to the newly emerged legal entity in accordance with the transfer deed?

- A. merger
B. accession
C. transformation
D. all answers are correct

93. A company owned or controlled by another company.

- A. dependent
- B. subsidiariy (daughter company)
- C. limited liability company
- D. additional liability company

94. Grounds for termination of a power of attorney:

- A. expiration of the power of attorney
- B. cancellation of the power of attorney by the person who issued it
- C. refusal of the person to whom the power of attorney was issued
- D. all answers are correct

95. What are the types of interpretation of Civil law rules depending on the subjects of interpretation?

- A. legal, judicial, historical, expansion
- B. authentic, scientific, expansive, logical
- C. judicial, scientific, historical, systematic
- D. authentic, legal, judicial, scientific

96. According to the method of interpretation, they differ:

- A. logical, systematic, restrictive, scientific;
- B. grammatical, historical, expansive, authentic;
- C. logical, systematic, grammatical, historical;
- D. literal, restrictive, expansive, scientific;

97. The ability of a subject of civil legal relations to acquire rights for himself and create responsibilities for himself through his actions, is ...

- A. legal capacity
- B. capability

- C. legal personality
- D. citizen's activity

98. What is the name of the type of legal relationship in Civil law in which an authorized person is confronted by an indefinite circle of subjects?

- A. absolute legal relations
- B. relative legal relations
- C. legal obligations
- D. such legal relations are absent in civil law

99. What is the name of the type of legal relationship in Civil law in which an authorized person (persons) is opposed to a strictly defined obligated person (persons)?

- A. absolute legal relations
- B. relative legal relations
- C. legal obligations
- D. such legal relations are absent in civil law

100. When does the legal capacity of a legal entity arise?

- A. at the time of its creation
- B. from the moment of its state registration
- C. not established by law
- D. depending on the type of legal entity

6. LIST OF REFERENCES

Basic references

1. Зокиров И. Фуқаролик ҳуқуқи. – Т.: ТДЮИ. 2009.
2. Муаллифлар жамоаси. Ўзбекистон Республикасининг Фуқаролик ҳуқуқи. (II). -Т.: Адолат. 1999.
3. Гражданское право. Особенная часть. Коллектив авторов. – Т.: 2009.
4. Ruziev R., Topildiev V. Fuqarolik huquqi. Darslik. Т.: TDYuI, 2011.
5. Abdusalamov Q. Fuqarolik huquqi. Darslik. – Т.: TDYuI, 2007.
6. I.Zakirov. Fuqarolik huquqi. Darslik I qism. – Т.: TDYuI, 2006.
7. Фуқаролик ҳуқуқи. Иккинчи қисм. Муаллифлар жамоаси. – Тошкент: «Илм ЗИЁ», 2008
8. Гражданское право. Общая часть. Авторский коллектив. – Т.: 2010.
9. Фуқаролик ҳуқуқи. Дарслик. Муаллифлар жамоаси. – Т.: 2017

Additional references

1. Асфандияров С. Правовая охрана объектов промышленной собственности в Республике Узбекистан.//Ж.Давлат ва ҳуқуқ. 2003. №1.- Б.22-27.
2. Ашурова Н. Вояга етмаганларнинг мерос ҳуқуқи./Фуқаролик процессуал қонунчилиги ва суд ислохотлари мавзусидаги илмий-амалий анжуман материаллари тўпламида. -Т.: ТДЮИ. 2005.-Б.122-127.
3. Баратов М. Давлат – фуқаролик ҳуқуқининг субъекти сифатида. /Монография/. – Т.:ТДЮИ.2006. – 111 б.
4. Баратов М. Давлат маблағлари ҳисобига яратилган интеллектуал мулк объектларининг ҳуқуқий тартибга солиниши.//Тошкент Ислам университети илмий-таҳлилий ахбороти. 2006. №3. – 46-50 б.

5. Баратов М. Давлат шахсий-номулкий ҳуқуқлар субъекти бўлаоладими? //Фалсафа ва ҳуқуқ.2006.Махсус сон – 51-52 б.

6. Имомов Н. Фуқаролик ҳуқуқида муддатлар ва даъво муддати./Монография/. –Т.: ТДЮИ. 2005. – 136 б.

7. Имомов Н.Ф. Ахмаджонов Б.У. Интеллектуал мулк ҳуқуқи. –Т.: ТДЮИ, 2010. – 224 б

8. Юлдашев Ж.И. Топилдиев Б.Р. Абзалов А.А. Фуқаролик ҳуқуқи (Умумий қисм) Саволлар ва жавоблар. – Т.: ТДЮИ, 2010. 106 б.

Web-resources:

1. <http://Allpravo.ru>
2. <http://Internet-law.ru>
3. <http://dissertation1.narod.ru/avtoreferats1>
4. <http://www.library.by/data>
5. <http://www.lawportal.ru>
6. <http://www.legislature.ru>