



Marriage Contract And Its Practical Importance In The Republic Of Uzbekistan

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ABSTRACT

This article describes the legislation of the marriage contract in the Republic of Uzbekistan and its practical significance, the specifics of the mandatory or voluntary nature of the marriage contract, the norms of the marriage contract and the importance of informing the public about its significance.

KEYWORDS

Marriage contract, property rights, couple, marriage, divorce, family, children, property.

INTRODUCTION

Article 29 in the Family Code of the Uzbekistan Republic informs that: “An agreement defining property rights and obligations for couples during the marriage or after the divorce is called a marriage contract” [1]. This norm is a novelty for the legislation of the country, which is aimed at regulating the rights and obligations of spouses in property relations. The marriage contract has a very long history, dating back to ancient Rome. As it turns out, at that time, there were various agreements to determine the family rights and obligations of a man and a woman who want to get married [2. 89]. In European countries, there were various agreements that

had to be signed before the marriage in the XVI-XIX centuries [2. 89].

This contract was first used as a legal implement in England, France, Germany and Austria in the late 18th and early 19th centuries. The legal basis of the marriage contract in the Republic of Uzbekistan dates back to the period of independence. In the former socialist system, all were equal in property relations, private property was not regulated by law, and there was no need for contractual regulation of the property rights and obligations of women and men in the family.

THE MAIN FINDINGS AND RESULTS

The independence declaration of Uzbekistan Republic involved in transition to the market economy and the formation of private property in the country. These relationships divided the couple's property relations into categories of personal, private and joint property and introduced a procedure for determination of property relations on the contractual basis in the family. This relationship, being called as a marriage contract, and its content and procedure, the grounds for change and annulment are enshrined in Chapter 6 of the Family Code. According to the Family Code, a marriage contract is important for a man and a woman to reconcile their property relations before and during marriage. The main content of the marriage contract is to determine the mutual property or separate property of the spouses, joint or personal needs and shares in the common property or to agree on family expenses and maintenance, participation in each other's income and also, how to organize business [3].

The creation of a marriage contract is voluntary and made in writing by mutual consent of the couples as well as must be notarized. A marriage contract can be signed into before marriage or during marriage.

The marriage contract may be amended or terminated at any time by mutual consent of both parties [3]. In addition, according to the Civil Code of the Republic of Uzbekistan, the marriage contract may be amended or annulled in accordance with the decision of the court [4]. A marriage contract is considered invalid if it contradicts the rights and interests of one of the parties and creates a conflict situation [4]. In case of non-fulfillment of the obligations by one of the parties demonstrated in the marriage contract, as well as at the dissolution of the marriage, one of the parties shall be charged in according to the mode and amount

specified in the contract. Wedding expenses are not included. The marriage contract is free to sign and its compulsory registration is not allowed.

The voluntariness of this contract results in unawareness of the spouses from information about the content and purpose of the contract. It leads to various property disputes and disagreements in many families where marriage is annulled as well as problems for ex-couples in distributing their property shares. As a result, the ex-couple and their children have financial difficulties and worsening mental and psychological condition. According to statistics, in 2018, more than 311.4 thousand marriages and 32.3 thousand divorces were registered in the departments of the Civil Registry Office. Unfortunately, out of more than 311.4 thousand marriages, only 219 had a marriage contract [6]. In 2019, the number of legal annulment claims was about 28,000, of which about 17,000 were satisfied with annulling legal marriages [7].

In 2019, the marriage contract was proposed to be mandatory for all the citizens among the public. Various surveys have been conducted on the basis of this proposal. The proposal has also sparked heated public debate. There were also many approaches to advocate the mandatory form of a marriage contract believing in causing discrimination of women rights in the family and decrease in annulment of marriage as well as proving to be the best means of preventing loss of income after the dissolution of the marriage.

Some citizens regard the marriage contract as a restriction of rights, while others support the compulsory form with arguing not to be violation of human rights. Instead, they point out spending years on litigation to resolve a dispute between couples can lead to a violation of rights. It is not a shame to enter into a marriage contract for the welfare of the family. Even if the nature of a marriage

contract becomes mandatory, the determination of its terms remains voluntary. By taking into account the changes of today, the demands of the times, as well as the importance of the sanctity of marriage and its stability, the marriage contract is a legal beacon for the development and stability of the nation[8].

Russian lawyer Philip Demenkov says forcing a couple to enter into a marriage contract may not end well, and that if the country makes the marriage contract binding on the couple, then the principle of equality in the family code should be abandoned. In his view, this could lead to a complete overhaul of the family code and the family institution as a whole. Forcing a man and a woman to enter into a legal marriage contract does not lead to good. Because, like any contract, a marriage contract can be reviewed in court by a lawsuit [9]

CONCLUSION

From the above considerations, it can be concluded that the compulsory form of the marriage contract is important in protecting the property rights and freedoms of men and women, preventing discrimination and reducing the number of family divorces, on the other hand, the use of the marriage contract for harmful purposes can cause problems such as an large numbers of increase in the number of divorces. Accordingly, it is impossible to sign in the marriage contract without adequately explanation of the contract' content to the spouses in the marriage as well as without shaping their legal consciousness and culture in this area. Therefore, it is advisable to familiarize the bride and groom with the essence of the marriage contract before giving it a voluntary or compulsory form, so that the norms of the marriage contract in the legislation become formal and practical.

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