

A MARRIAGE CONTRACT IS A GUARANTEE OF FAMILY STABILITY

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Under family law, a couple's property relations were regulated only by law. Any agreement to manage and dispose of the couple's joint property would be considered illegal and invalid. In this case, the spiritual foundations of the family were considered to be superior to the material foundations. The couple's property consisted mainly of household items, so there was nothing to do as a rule. After all, in the former Soviet Union, the legal regime of joint ownership was in the interests of many families. There was also no specific need to regulate the couple's property relationship in any other way. However, the development of private property, its wide range of opportunities and legal guarantees, has also radically changed the situation with the distribution of joint property of the couple. Now there are families who earn enough to protect their wealth and capital.

In addition, today's events show that most middle-class people want to enter into a marriage contract when they get married. One of the main reasons for this is the high number of divorces and the presence of people who want to protect themselves from material losses, although not from the spiritual losses that result from a failed marriage. Therefore, the marriage contract is important as an agreement that defines the property rights and obligations of the couple at the time of marriage or during the marriage. By concluding a marriage contract, the parties not only prevent various disputes that may arise in the future, but also determine in advance the legal fate of the property relationship. From a legal point of view, it is clear that in the absence of a dispute between the parties, but rather a mutual agreement - a consensus, it does not make sense to force the family to go to court [1].

According to the literature, the emergence of the marriage contract in the legislation of foreign countries is primarily due to the color of social development at that time, that is, the fact that different strata felt the need for different solutions to their property problems. Its emergence in France and England stemmed from the need for a married woman and her relatives to manage premarital property and retain the right to use the proceeds from that property. It was for this purpose that the "courts of justice" began to recognize as valid marriage contracts in which part of the wife's property was outside the control of the land. In the modern understanding, the term marriage contract (contract) is often used, first of all, as a Western (European) way of organizing the relationship between the families, the couple, which is widespread among the economically well-off strata of the population. In fact, the marriage contract is in most cases intended for a relatively small segment of the population that is economically well-off, and therefore does not generate much interest for the majority of the population.

However, the change in attitudes towards private property, the expansion of entrepreneurship, and the growing class of private owners have led to an increase in the need for a marriage contract. For

this reason, the current legislation includes provisions on the contractual order of the couple's property, if the marriage contract. Property and non-property relations of the couple during the marriage play an important role in deciding whether it is possible to conclude agreements between the couple for a fee. Depending on the order of use, possession and disposal of common and private property between the spouses, it is possible to determine whether it is possible to conclude contracts between them for a fee. It is not only a matter of legal registration, but also of the factual property relationship between the couple.

It is obvious that the conclusion of paid agreements between the parties to a common life has no meaning and does not correspond to the nature of their relationship. However, for a couple who knowingly and independently manage their property in a marriage, agreements for a fee are very important. Restricting a couple's right to enter into such agreements with each other means restricting their rights guaranteed by civil law [2]. The concept of a marriage contract is defined in Article 29 of the Family Code [3]. According to it, an agreement between the parties to the marriage or the husband and wife during the period of marriage and (or) in the event of divorce, defining their property rights and obligations is considered a marriage contract. A marriage contract is not only an agreement between a husband and wife that provides for property rights and obligations, but also a complex legal fact that determines the legal destiny of the husband and wife's property rights and obligations to third parties. A marriage contract differs from other civil law contracts in the following respects: first, that the subjects are bound by a marital relationship; second, the general treatment of their property; third, it is inextricably linked to personal relationships; fourth, that it is always a secondary legal relationship (since the marriage contract is a legal relationship that exists when the marriage takes place, and the annulment of the marriage leads to the annulment of the marriage contract); fifth, the scope of application should cover only property relations, not all relations between the contractors.

The conclusion of a marriage contract is not a necessary condition for entering into a marriage, so the list of these conditions is set out in Section 3 of the Family Code of the Republic of Uzbekistan and is final. Therefore, the issue of concluding or refusing to enter into a marriage contract is decided voluntarily and independently by the husband or wife and the parties to the marriage, and therefore it is not their obligation but their right. At the same time, the principle of freedom to enter into a marriage contract applies, that is, the marriage contract must express the common will of the couple, that is, their single will. This principle describes the existence of a category of freedom in the conclusion of a marriage contract and is based on the principle of applying the norms of civil law to the marriage contract. In particular, under civil law, deception, use of force, intimidation, as well as the creation of very unfavorable conditions for the citizen due to difficult circumstances, the other party took advantage of it and remained. The rule of invalidity of the agreement is applied to the agreement (complex agreement); such agreement may be declared invalid by the court on the claim of the victim. This situation implies the recognition of the marriage contract as a bilateral agreement, and its legality is based on the provisions of the civil law on transactions, as well as their form.

The legal nature of the marriage contract can be understood as a civil law instrument of family law regulation of property relations between husband and wife. In this case, the mechanical transfer of contractual mechanisms and individual contracts in civil law directly to the field of contractual regulation of property relations between husband and wife is not allowed. This, in turn, is subject to certain conditions and restrictions arising from the family-legal nature of the (property) relationship between the couple, based on the generality of the parties to the marriage, as well as the main task of any social system. Will be possible when the purpose of the social appointment is followed. In this sense, the transformation of a particular relationship between a couple (including a property relationship) into a normal commodity-money relationship between participants who have independence in civil relations and act on the basis of free will should not be allowed. In short, a marriage contract is a necessary tool in a family legal relationship. Therefore, this relationship performs a specific function and service, and, of course, has its own characteristics in the family legal relationship.

References:

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