



COMPARATIVE ANALYSIS OF CONTRACT LAW BETWEEN THE REPUBLIC OF UZBEKISTAN AND GERMANY

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<https://doi.org/10.5281/zenodo.18227486>

ARTICLE INFO

Received: 10th January 2026

Accepted: 11th January 2026

Online: 12th January 2026

KEYWORDS

Contract law, freedom of contract, termination of contracts, comparative legal analysis, Civil Code of the Republic of Uzbekistan, German Civil Code (BGB).

ABSTRACT

This article provides a comparative legal analysis of the legislation of the Republic of Uzbekistan and the Federal Republic of Germany in the field of conclusion and termination of contracts. The study examines the concept of a contract, the principle of freedom of contract, types of contracts, the procedure for concluding contracts, their form, mandatory conclusion of contracts, as well as the grounds and procedure for modification and termination of contracts. The analysis is based on the provisions of the Civil Code of the Republic of Uzbekistan and the German Civil Code (BGB). The results of the comparative study demonstrate that German contract law contains more flexible mechanisms for regulating contractual relations, while the contract law of Uzbekistan is gradually harmonizing with international and European legal standards. The article has scientific and practical significance for improving contract law and applying foreign legal experience in national legislation.

Contract law is considered one of the fundamental institutions of civil circulation.¹ Although Uzbekistan and Germany both belong to the Romano-Germanic legal family and are therefore legally close to each other, a number of differences still exist.² Contractual relations are regulated by the Civil Code of the Republic of Uzbekistan and the German Civil Code (BGB). This essay provides a comparative legal analysis of the formation and termination of contracts based on relevant statutory provisions.

The concept of a contract is defined in Article 353 of the Civil Code of the Republic of Uzbekistan as follows: "A contract is an agreement between two or more persons aimed at creating, modifying, or terminating civil rights and obligations." The main difference between a contract and a transaction lies in the fact that a transaction may be concluded unilaterally; for example, wills, inheritance-related acts, gifts, and similar legal acts may be formed unilaterally. German legislation is similar in this respect. The concept of a contract is reflected

¹ Civil Code of the Republic of Uzbekistan, Art. 353

² Konrad Zweigert and Hein Kötz, *An Introduction to Comparative Law*, 3rd edition, Oxford University Press, Oxford, 1998.

in Articles 145–147 of the German Civil Code (BGB), where a contract is primarily formed through an offer (Angebot) and its acceptance (Annahme).³ While in Uzbekistan the contract is defined through a normative legal definition, in Germany it is formed through a system of declarations of intent (Willenserklärungen).⁴

With regard to the freedom of contract and types of contracts, Article 354 of the Civil Code of the Republic of Uzbekistan states: “Citizens and legal entities are free to conclude contracts. Compulsion to conclude a contract is not permitted, except in cases where the obligation to conclude a contract is provided for by this Code, other laws, or an assumed obligation.” In German law, the principle of *Vertragsfreiheit* (freedom of contract) occupies a central position; however, it is limited by Article 134 of the BGB (contracts violating statutory provisions) and Article 138 of the BGB (contracts contrary to public morals). Contracts may be classified into mixed contracts, onerous and gratuitous contracts.⁵ Under German law, contracts are categorized into sales contracts, exchange contracts, lease agreements, leasing contracts, contracts for work (*Werkvertrag*), and service contracts (*Dienstvertrag*). A comparative analysis shows that in Germany freedom of contract is more strictly limited by social and moral norms.

The basic rules for concluding contracts in both legal systems are largely similar. Under Uzbek law, an offer and acceptance determine the essential terms of a contract, as stipulated in Article 364 of the Civil Code. Essential terms include conditions regarding the subject matter of the contract, terms recognized by law as essential or necessary for contracts of a particular type, as well as any terms that must be agreed upon at the request of one of the parties. A contract is concluded when one party submits an offer (a proposal to conclude a contract) and the other party accepts it. In German law, the binding nature of an offer and the period for acceptance also form the basis for contract formation. In both countries, contracts are concluded on the basis of offer and acceptance.

Regarding the form of contracts, Article 366 of the Civil Code of the Republic of Uzbekistan provides that unless a specific form is prescribed by law for a particular type of contract, a contract may be concluded in any form permitted for transactions. Accordingly, contracts may be concluded in three forms: oral, written, and notarized. In Germany, contracts are generally concluded in written or notarized form. Failure to comply with the prescribed form in German law renders the contract absolutely void.

Mandatory conclusion of contracts under Uzbek law is regulated by Article 377 of the Civil Code, according to which monopolies and entities involved in state procurement may not refuse to conclude contracts. A party that has received a notice of acceptance under different terms (a protocol of disagreements) from a party obliged to conclude a contract is entitled, within thirty days from the date of receipt of such notice or the expiration of the acceptance period, to submit the disagreements arising during contract formation to a court for resolution. In Germany, mandatory contracts are regulated by the BGB and special legislation.

³ German Civil Code (*Bürgerliches Gesetzbuch*), Sections 145–147.

⁴ Reinhard Zimmermann, *The Law of Obligations: Roman Foundations of the Civilian Tradition*, Oxford University Press, Oxford, 1996.

⁵ Basil S. Markesinis, Werner Lorenz, and Gerhard Dannemann, *The German Law of Obligations, Volume I: The Law of Contracts and Restitution*, Oxford University Press, Oxford, 2006.

Mandatory contracts are applied in the fields of public services, transportation, and energy supply. In both states, mandatory contracts serve to protect public interests.⁶

The procedure for amending contracts under Uzbek law is governed by Article 382 of the Civil Code, according to which a contract may be amended or terminated by agreement of the parties or by a court decision. Unless otherwise provided by this Code, other laws, or the contract itself, a contract may be amended or terminated by mutual consent of the parties. Under German law, Article 313 of the BGB provides for the doctrine of *Störung der Geschäftsgrundlage* (disruption of the basis of the transaction), which allows for contract modification. German law ensures a flexible approach to adapting contracts to changed circumstances.

With regard to the grounds for contract termination, a contract may be amended or terminated by a court at the request of one party only in the following cases:

1. where the other party has committed a material breach of the contract;
2. in other cases provided for by this Code, other laws, or the contract itself.

A breach of contract is considered material if it causes such damage to the other party that it is substantially deprived of what it was entitled to expect when concluding the contract. Under German law, pursuant to Article 323 of the BGB, a contract may be terminated through withdrawal, or rescinded due to fraud or mistake.

Also, it is necessary to unify the simplified procedures in the CPC and the EPC on the basis of a single rule. This will increase the efficiency of the judicial system, improve the level of protection of the rights of citizens and entrepreneurs, and also strengthen legal confidence in Uzbekistan. The following measures can be taken for this: setting a single standard for individual entrepreneurs (for example, 10 times the BCA), clarifying the deadlines (introducing a standard period of 15 days for the defendant), expanding the list of cases not covered by the simplified procedure. The simplified procedure is an important part of the reforms in the judicial system of Uzbekistan, which will improve the judicial environment and increase the effectiveness of protecting the rights of citizens. Therefore, bringing the simplified procedures in both codes to a single standard should be the next important stage of judicial reform.⁷

Negotiation between Parties: The process always begins with direct buyer-seller negotiation through integrated messaging tools (like Ali Wangwang). This aligns perfectly with the UNCITRAL Notes' first stage, leveraging technology to facilitate direct communication and encourage voluntary settlement, which resolves the vast majority of disputes.⁸

A comparative analysis of the Uzbek and German contract law shows that it has structural similarities and doctrinal divergences based on their shared Romano-Germanic legal tradition. Formation of a contract in both legal systems entails the offer and acceptance

⁶ Basil S. Markesinis, Werner Lorenz, and Gerhard Dannemann, *The German Law of Obligations, Volume I: The Law of Contracts and Restitution*, Oxford University Press, Oxford, 2006.

⁷ Umirzokov Shohrukh Shukhrat ugli., Unification of simplified proceedings in civil and economic procedural law., Web of Humanities: Journal of Social science and Humanitarian Research. Volume 3, Issue 6, June 2025.

⁸ Umirzokov Shohrukh Shukhrat ugli., The Uncitral Technical Notes On Online Dispute Resolution (Odr): Measuring Their Penetration Into Institutional Practice And National Law., Материалы XIII Международной научно-практической конференции (Душанбе, 31 октября 2025 г.)

of the respective parties, which reflects a typical civilian interpretation of a contract (German Civil Code [BGB], SSSS 145-147; Civil Code of the Republic of Uzbekistan, Art. 364). Nonetheless, whereas Uzbek laws have a definite normative definition of a contract in their Civil Code, German law focuses on the aspect of individual statements of intentions (Willenserklärungen) as the basis of the contractual aspects.⁹ Moreover, freedom of contract is explicitly secure in both jurisdictions, but in German law is more strictly restricted by institutional prohibitions and moral principles which exist to protect social.¹⁰ In comparison the Uzbek law follows a more formal approach to the legislation and restrictions are mostly expressed as codified statements instead of as a judicial interpretation. This analogy demonstrates that despite the fact that in both systems the principles of common civil law are followed, German contract law is more flexible and socially oriented regulation, and Uzbek contract law is also still developing by codifying and aligning with the international law principles.¹¹

To sum up, the legislations of the two countries are mostly alike because they belong to the same family of the Romano-Germanic. The comparative study of statutory laws shows that, despite the fact that, in both Germany and Uzbekistan, the contract law relies on common principles of law (the freedom of contract, good faith and the enforceability of contracts), the German legislation has a better developed and elaborate normative framework, which is backed by the judicial interpretation and the long-term legal doctrine. The German Civil Code offers more flexible ways of adjusting the contractual relations to varying situations and, therefore, predetermines the increased level of legal certainty and the protection of the interests of the parties.

Meanwhile, the Civil Code of the Republic of Uzbekistan is also in the process of development according to the international and European legal practice, which justifies modern legal reforms on the way to more effective regulation of relations between the private and further reinforcement of legal relations on the market. The shift toward the introductions of foreign legal ideas and comparative law is a factor that promotes the modernization of the Uzbek contract law as well as enhances its accords with the international legal norms. Therefore, the comparative analysis of German and Uzbek contract law does not only help to identify existing similarities and differences but also can be used as a significant source of advice in the further development of legislation and harmonization in the framework of the international legal cooperation.

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¹⁰ Basil S. Markesinis, Werner Lorenz, and Gerhard Dannemann, *The German Law of Obligations, Volume I: The Law of Contracts and Restitution*, Oxford University Press, Oxford, 2006.

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