



SCHOLARLY LEGAL DOCTRINES ON THE INVALIDITY OF TRANSACTIONS

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Abstract

This article analyzes the main scientific and legal doctrines related to the invalidity of transactions in civil law. In particular, the doctrines of absolute and relative invalidity, defects of transactions, convalidation, protection of legitimate expectations, partial invalidity, and the relativity of the consequences of invalidity are examined. The study also explores the development of these doctrines within foreign legal systems, especially within the framework of the German Pandect model. The author substantiates the importance of critically assessing and adapting these doctrines to the specific features of the national legal system in the process of improving the civil legislation of the Republic of Uzbekistan.

Keywords: Transaction, invalidity of transaction, civil law, legal doctrine, declaration of will, defective transaction, convalidation, protection of legitimate expectations, Pandect model.

Introduction

As our country consistently follows the path of independent development, it makes effective use of approaches that have proven their value in global development while being grounded in national values when regulating social relations. This, in turn, necessitates the existence of a coherent system of legal regulation and the application of national legal doctrines.

The Presidential Decree of the Republic of Uzbekistan dated 5 April 2019 No. F-5464 “On Measures to Improve the Civil Legislation of the Republic of Uzbekistan” envisaged the revision of norms aimed at improving the institution of transactions, including the mandatory state registration and notarization of transactions, as well as the clarification of the grounds and conditions for declaring transactions invalid.



The existence of a comprehensive general legal regime governing transactions (currently reflected, first and foremost, in Sections 104–144 of the German Civil Code) is regarded as one of the most important features of civil legislation based on the German Pandect model. Prior to the entry into force of the German Civil Code in 1900, the civil codes of other states (France, Austria, Spain, and others) regulated these issues within the framework of general provisions on contracts and obligations (including interpretation, invalidity, suspensive and resolutive conditions, form, and others). By contrast, the German legislator, relying on scholarly developments in national civil-law dogmatics as well as earlier practical experiences in implementing this idea in certain German states from the late eighteenth century onward, sought to regulate these matters at the level of general provisions on transactions or declarations of will.

O. Okyulov points out that industrial property did not emerge in the literal sense of industry, but rather in connection with technical solutions applied in the industrial sphere. Certain views, approaches, and legal concepts embodied in doctrine acquire a distinct and dominant position. This demonstrates that the scholarly community is able to choose an appropriate direction in a particular field of law or science and achieve results through adherence to specific principles. In this context, if the discussion concerns not doctrines of industrial property as such, but legal categories in general, it is appropriate to apply views and approaches from the standpoint of their justification and actual existence.

O. Okyulov defines a transaction as “an expression of will carried out by a subject with the aim of creating, modifying, or terminating rights and obligations in relation to third parties.” According to A. G. Karapetov, in determining the validity of a transaction, primary importance should be attached not to the individual’s free will as such, but to the manifestation of will, with particular emphasis on the genuine intention of the party. M. Usmonova, in turn, argues that free will includes the following elements: the actions performed by the subject, the desire (consent) to perform them, the ability to control one’s actions, and the capacity to foresee their consequences. She considers free will to be intrinsically linked with the categories of “consciousness,” “expression of will,” and “subjective action,” serving as an intermediary between consciousness and action and finding its expression in will. However, although the practical example cited by the author (the conclusion of a mortgage agreement under the influence of narcotic substances) may indeed occur in



judicial practice, identifying a defect related to the concept of “free will” in the interpretation of legal norms, their legal consequences, and the application of the consequences of invalidity proves to be rather complex.

According to S. Gulyamov, in cases where legally significant requirements established by legislation are not fulfilled, a transaction may be regarded as a sanction applied for an offense, and the declaration of a transaction as invalid together with the application of its consequences serves as a means of legal protection aimed at safeguarding the rights of the weaker party. At the same time, the very existence of an offense may be subject to debate, since offenses are typically inherent in public-law relations (administrative or criminal), where the imposition of punishment is considered inevitable.

The doctrine of absolute and relative invalidity of transactions. The distinction between absolute (void) and relative (voidable) invalidity is a traditional classification in civil law, tracing its origins back to Roman law. This doctrine is of fundamental importance in determining the degree and grounds on which a transaction is deemed invalid, as well as the legal consequences thereof.

The doctrine of defects (vices) in transactions. According to this doctrine, the invalidity of a transaction is explained by the existence of a defect in one or more of its constituent elements. For a transaction to operate as a legal fact, all elements required by law must be fully and properly formed.

The doctrine of “curing” (convalidation) of transactions. Under the doctrine of convalidation, in certain cases a defective transaction may subsequently be deemed valid. This doctrine is aimed at ensuring the stability of legal circulation and preventing excessive formalism.

The doctrine of the relativity of the consequences of invalidity. This doctrine holds that declaring a transaction invalid does not automatically entail identical legal consequences in all cases. The court assesses the consequences of invalidity individually in each specific case.



The doctrine of protection of reliance (legitimate expectations). Within this doctrine, primary attention is paid not to the defect of the transaction itself, but to the good faith of the parties and their legitimate expectations. If one of the participants in a transaction acted honestly and in good faith, relying on the validity of the transaction, their interests should be afforded special protection.

The doctrine of partial invalidity. According to the doctrine of partial invalidity, the invalidity of certain terms of a transaction does not necessarily entail the invalidity of the transaction as a whole. The key criterion is whether the valid part of the transaction can operate independently. If it can be assumed that the parties would have concluded the transaction even without the invalid term, the remaining part of the transaction remains in force.

The doctrine of economic analysis of invalidity. This doctrine approaches the invalidity of a transaction from an economic perspective. According to this view, declaring a transaction invalid should not adversely affect legal circulation or reduce economic efficiency.

In the process of improving the civil legislation of the Republic of Uzbekistan, a critical analysis of existing doctrinal approaches to the invalidity of transactions and their application in accordance with the specific features of the national legal system is of particular importance. In this context, it is essential not to mechanically transplant foreign experience—especially that of the Pandect model—but rather to harmonize it with national legal traditions, judicial practice, and legislative objectives. Only in this way can the institution of transactions develop as a mechanism that ensures legal certainty, fairness, and effectiveness.

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