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Legal Regulation of Contracts in Civil Law Relations: A Comparative Legal Analysis of the Legislation of Uzbekistan and China

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Abstract: This article examines the legal regulation of contracts in civil law relations through a comparative analysis of the legislation of the Republic of Uzbekistan and the People's Republic of China. It focuses on the concept and legal nature of contracts, freedom of contract, rights and obligations of contractual parties, formation and validity, performance, liability for breach, modification, termination, and dispute settlement. The article argues that Uzbekistan and China share a civil-law orientation based on party equality, autonomy of will, good faith, proper performance, judicial protection, and liability for non-performance. At the same time, their contract regimes differ in legislative technique and reform direction. Uzbekistan's Civil Code preserves a post-Soviet structure in which contract law is embedded in the general law of obligations and supplemented by special rules for economic contracts. China has recently consolidated contract law in Book Three of the Civil Code of 2020 and supports statutory provisions through detailed judicial interpretations of the Supreme People's Court. The Chinese experience shows the practical importance of codified rules on electronic contracts, standard terms, changed circumstances, and interpretive guidance for courts. The article recommends that Uzbekistan modernize its contract regulation by clarifying pre-contractual liability, digital contracting, unfair standard terms, hardship, arbitral enforcement, and publication of judicial practice. Comparative analysis with China can assist Uzbekistan's civil-law reform while preserving national legal identity and doctrinal coherence.

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Keywords: contract law; civil law relations; Uzbekistan; China; Civil Code; freedom of contract; breach of contract; comparative law

1. Introduction

Contract law is one of the central institutions of civil law. In a market economy, contracts organize exchange, allocate risks, coordinate investment, and transform private expectations into legally protected obligations. A contract is not only a technical instrument for transferring goods, services, money, or rights. It is also a normative form through which private parties participate in economic governance. For that reason, the quality of contract regulation influences entrepreneurship, foreign investment, consumer confidence, and the predictability of judicial protection.

Uzbekistan and China provide a useful field for comparative legal research. Both states have civil-law systems shaped by continental legal categories, socialist legal history, and post-reform market development. Both systems recognize the equality of civil participants, freedom of contract, the binding force of agreements, good faith, and remedies for breach. At the same time, their legal reforms have moved at different speeds and through different institutional techniques. Uzbekistan's Civil Code was adopted in the 1990s and has been amended repeatedly in response to market reforms. China's Civil Code, adopted in 2020 and effective from 1 January 2021, consolidated previous separate civil statutes, including the Contract Law of 1999, into a unified code (Civil Code of the People's Republic of China [PRC Civil Code], 2020).

The research problem addressed in this article is how two civil-law systems with different legislative histories regulate the same basic contractual questions: what a contract is, when it is formed and effective, how it must be performed, how breach is remedied, when modification or termination is allowed, and how courts and arbitral institutions enforce contractual rights. The article pays particular attention to the extent to which

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Chinese contract-law reforms may offer useful lessons for Uzbekistan, especially in the fields of standard terms, electronic contracting, hardship, and judicial unification.

The methodology is doctrinal and comparative. The doctrinal method is used to analyze legal texts, concepts, and remedies. The comparative method is used functionally: similar legal problems are examined in both systems in order to identify common solutions, institutional differences, and possible reform lessons (Husa, 2015; Michaels, 2019; Zweigert & Kotz, 1998). The principal sources are the Civil Code of the Republic of Uzbekistan, the Law of the Republic of Uzbekistan 'On the Contractual-Legal Basis of Activity of Business Entities,' the PRC Civil Code, relevant interpretations of the Supreme People's Court of China, and international instruments such as the CISG and the UNIDROIT Principles of International Commercial Contracts.

The article proceeds in nine parts. After the introduction, it outlines the theoretical foundations of contract regulation in civil-law systems. It then examines the legal frameworks of Uzbekistan and China separately. The central comparative section analyzes formation, validity, performance, modification, termination, and liability. The article then considers judicial practice and enforcement, identifies current challenges and reforms, and proposes recommendations for improving contract regulation in Uzbekistan.

2. Theoretical Foundations of Contract Regulation in Civil Law Systems

In civil-law theory, a contract is usually defined as a bilateral or multilateral juridical act based on concordant expressions of will and directed toward the creation, modification, or termination of civil rights and obligations. This definition reveals the dual nature of contract. First, a contract is a juridical act. It depends on the legal capacity of the parties, their intention, and the validity of their declaration of will. Secondly, it is a source of obligations. Once formed and effective, it creates legally enforceable duties of performance and corresponding rights of claim (Beale et al., 2019; Smits, 2021).

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This dual nature explains why contract law cannot be separated from general civil-law doctrine. Rules on legal capacity, representation, invalid transactions, limitation periods, damages, and security of obligations all operate within contractual relations. The Civil Code of Uzbekistan expressly connects contracts to the rules on two-sided and multilateral transactions and provides that obligations arising from contracts are governed by the general rules on obligations unless special contract rules provide otherwise (Civil Code of the Republic of Uzbekistan [CCRU], 1995, art. 353). The PRC Civil Code follows a similar systematic logic by placing contracts in Book Three while leaving general rules on civil juristic acts, agency, and civil liability in Book One (PRC Civil Code, 2020).

Freedom of contract is the central normative principle of modern contract law. It includes the freedom to decide whether to contract, the freedom to choose the other party, the freedom to determine contractual terms, and the freedom to conclude innominate or mixed contracts. In economic terms, freedom of contract allows parties with local knowledge to allocate risks and resources more efficiently than a centralized legal rule could do in advance. In legal terms, it expresses private autonomy and the equality of civil participants (Kotz, 2017; Vogenauer, 2015).

Nevertheless, contract freedom is never unlimited. Civil-law systems restrict party autonomy through mandatory norms, public order, good morals, consumer protection, competition law, anti-corruption rules, and limits on abuse of rights. The purpose of contract law is therefore not merely to enforce every expression of private will. It is to determine which exercises of private autonomy deserve legal protection. This is why good faith, fairness, prohibition of abuse, protection of weaker parties, and judicial control of standard terms have become central to contemporary contract law (DiMatteo, 2022; Schwenzer et al., 2012).

The binding force of contract, often expressed by the principle pacta sunt servanda, is another foundation. A valid contract must be performed because legal security requires that parties can rely on agreed obligations. Yet modern law tempers binding force through

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doctrines such as impossibility, force majeure, hardship, termination for material breach, and judicial reduction of excessive penalties. The contemporary civil-law model is therefore not a simple choice between autonomy and control. It is a structured balance between freedom, security, fairness, and adaptability.

Comparative contract law also demonstrates that legal transplants are rarely mechanical. Rules that appear similar in statutory language may operate differently because of judicial culture, procedural institutions, publication of case law, legal education, and economic environment. For Uzbekistan, comparison with China is valuable not because Chinese law should be copied, but because China's recent codification illustrates how a civil-law state can modernize contract doctrine while retaining a codified structure.

3. Legal Framework of Contract Regulation in Uzbekistan

The principal source of contract regulation in Uzbekistan is the Civil Code. Part One, adopted on 21 December 1995, contains general provisions on civil legislation, persons, objects of civil rights, transactions, representation, limitation periods, obligations, security of obligations, liability, and general rules on contracts. Part Two, adopted on 29 August 1996, regulates specific types of obligations and nominate contracts. The general contract provisions are located in Articles 353-385, covering the concept of contract, freedom of contract, price, effect, public contracts, corporate contracts, model terms, adhesion contracts, preliminary contracts, third-party beneficiary contracts, interpretation, formation, modification, and termination (CCRU, 1995).

Article 353 of the Uzbek Civil Code defines a contract as an agreement of two or more persons on the establishment, modification, or termination of civil rights and duties. The same article states that rules on bilateral and multilateral transactions apply to contracts and that obligations arising from contracts are subject to the general rules on obligations unless otherwise provided. This structure shows that Uzbek contract law is embedded in the

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broader law of obligations, a feature common to post-Soviet civil codes and to many continental systems.

Article 354 establishes freedom of contract. Citizens and legal entities are free to conclude contracts; compulsion to contract is not allowed unless a duty to contract is provided by the Code, another law, or an assumed obligation. Parties may conclude contracts not expressly provided by legislation and may also conclude mixed contracts. Contractual terms are determined at the discretion of the parties except where mandatory legislation prescribes their content. If a term is not determined by the parties or by a dispositive norm, relevant business customs may fill the gap (CCRU, 1995, art. 354).

Uzbek law also contains a special statute for economic contracts: the Law 'On the Contractual-Legal Basis of Activity of Business Entities' of 29 August 1998. It addresses the conclusion, performance, modification, and termination of business contracts and emphasizes legal discipline in commercial transactions (Law No. 670-I, 1998). This statute reflects the transitional character of Uzbek private law. While the Civil Code expresses general autonomy, the special law preserves a regulatory concern with documentary discipline, timely performance, and the legal service of enterprises.

The formation of contracts in Uzbekistan follows the classic offer-and-acceptance model. A contract is concluded when agreement is reached on all essential terms in the required form. Essential terms include the subject matter, terms named as essential by legislation for the relevant type of contract, and terms on which one party requires agreement. A contract is concluded through an offer by one party and acceptance by the other; it is generally formed when the offeror receives acceptance (CCRU, 1995, arts. 364-365). These provisions are consistent with the consensual approach of civil-law systems and with the logic of the CISG.

Performance is governed by the general law of obligations. Obligations must be performed properly in accordance with their terms, legislation, and business customs.

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Unilateral refusal to perform and unilateral change of terms are generally prohibited unless permitted by law or contract. Liability for breach includes damages, penalties, interest for monetary obligations, and other remedies. Courts may reduce excessive penalties, a technique that balances contractual discipline with proportionality (CCRU, 1995, arts. 236-237, 324-327).

Modification and termination are regulated in Articles 382-385. A contract may be modified or terminated by agreement unless the Code, other laws, or the contract provides otherwise. At the request of one party, a court may modify or terminate the contract in cases of material breach or other grounds provided by law or contract. Article 383 also recognizes substantial change of circumstances as a ground for modification or termination. This rule is conceptually important, but its practical operation depends heavily on judicial interpretation.

Overall, Uzbek contract law provides a coherent civil-law foundation. Its strengths include a clear definition of contract, explicit freedom of contract, rules on mixed contracts, recognition of adhesion contracts, and a general hardship rule. Its main weaknesses are not doctrinal absence but under-specification: digital contracting, pre-contractual liability, unfair standard terms, and publication of judicial practice remain areas where further modernization would improve legal certainty.

4. Legal Framework of Contract Regulation in China

China's contract law has undergone a major codification process. Before the Civil Code, contract law was primarily governed by the Contract Law of 1999, together with the General Principles of Civil Law, the General Provisions of Civil Law, judicial interpretations, and special statutes. The Civil Code of 2020 integrated these rules into a unified civil-law framework. Book Three of the Code is devoted to contracts and contains general provisions, typical contracts, and quasi-contracts (PRC Civil Code, 2020; Zhang, 2006).

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Article 464 of the PRC Civil Code defines a contract as an agreement between civil subjects to establish, modify, or terminate a civil juristic relationship. Agreements concerning marriage, adoption, guardianship, and similar personal-status matters are governed by other legal rules, although contract rules may apply by reference where appropriate. Article 465 confirms that legally formed contracts are protected by law and are binding on the parties. This is the Chinese statutory expression of pacta sunt servanda.

The Chinese Code articulates contract autonomy through general principles rather than through a single provision identical to Article 354 of the Uzbek Civil Code. The principles of voluntariness, fairness, good faith, legality, and public order appear in Book One and operate throughout contract law (PRC Civil Code, 2020, arts. 5-8). This legislative technique integrates freedom of contract with social limits. In Chinese civil-law scholarship, contract freedom is therefore usually understood as a qualified autonomy exercised within the framework of good faith, fairness, public order, and socialist market regulation (Bussani et al., 2024; Chen, 2015).

Contract formation is regulated in detail. Parties may conclude contracts through offer and acceptance or by other means. An offer must be specific and definite and must indicate the offeror's intention to be bound upon acceptance. Acceptance is the offeree's expression of intent to accept the offer and generally becomes effective when it reaches the offeror. A contract is usually formed when acceptance becomes effective (PRC Civil Code, 2020, arts. 471-483).

A significant modern feature of Chinese contract law is its express recognition of electronic contracting. Article 469 provides that contracts may be concluded in writing, orally, or in another form, and that data messages capable of being represented in tangible form and accessible for later reference may be treated as written form. This rule is particularly important in platform commerce, online finance, logistics, and cross-border digital trade. It allows traditional civil-law concepts of offer, acceptance, and writing to operate in a digital environment.

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The PRC Civil Code regulates standard terms in Articles 496-498. A party using standard terms must determine rights and obligations according to fairness and must draw the other party's attention to clauses that have a major interest-related effect, such as exemption or reduction of liability. Certain unfair exemption clauses are invalid, and ambiguous standard terms are interpreted against the party supplying them. These rules are a core instrument for controlling structural inequality in mass contracting.

Performance is shaped by Article 509, which requires parties to fully perform their obligations as agreed and to follow good faith. The article also recognizes ancillary duties of notification, assistance, confidentiality, and resource conservation according to the nature and purpose of the contract and course of dealing. This provision shows that Chinese law conceives performance as cooperative conduct rather than merely formal delivery of the promised performance.

Liability for breach is regulated in a detailed remedial system. If a party fails to perform or performs inconsistently with the agreement, it must bear liability such as continued performance, remedial measures, or damages (PRC Civil Code, 2020, art. 577). The Code recognizes anticipatory breach, damages subject to foreseeability, liquidated damages, judicial or arbitral adjustment of excessive or insufficient agreed damages, force majeure, and termination where the statutory conditions are met (arts. 578, 584-585, 590, 563).

Judicial interpretation is a distinctive feature of Chinese contract law. The Supreme People's Court's 2023 Interpretation on the General Provisions of the Contract Book clarifies questions concerning formation, validity, standard terms, contracts requiring approval, restitution after invalidity, liability, and adjudicative methodology (Supreme People's Court [SPC], 2023). Although China is not a common-law jurisdiction, judicial interpretations and guiding cases have a strong unifying function in contract adjudication.

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5. Comparative Legal Analysis of Contract Formation, Performance, Modification and Termination

Uzbekistan and China share several core features. Both define contract as an agreement that creates, modifies, or terminates civil rights and obligations. Both treat contract as a civil juridical act and as a source of obligations. Both require legal capacity, lawful content, genuine intention, and compliance with required form. Both use offer and acceptance as the ordinary model of formation. Both recognize that a legally formed contract is binding and that breach gives rise to civil liability.

At the level of legislative ideology, however, the two systems differ in emphasis. Uzbek law states freedom of contract directly and prominently in Article 354 of the Civil Code. Chinese law frames contract freedom through the broader principles of voluntariness, fairness, good faith, legality, and public order. This does not mean that China protects autonomy less than Uzbekistan. It means that Chinese codification integrates autonomy with the regulatory purposes of the socialist market economy more explicitly.

Formation rules are substantially similar, but Chinese law is more explicit regarding digital form. Uzbekistan's Civil Code provides that a contract may be concluded in any form provided for transactions unless legislation requires a specific form. This general rule is flexible. Yet modern commerce benefits from direct statutory recognition that data messages, electronic signatures, automated systems, and online acceptance can satisfy writing and formation requirements. China has made this step in Article 469 of the PRC Civil Code.

Validity rules also reveal convergence and difference. In both systems, contracts may be invalid if they violate mandatory law, public order, or genuine consent. Uzbek law retains a detailed general doctrine of invalid transactions in the Civil Code. Chinese law places invalidity rules in the general provisions on civil juristic acts and applies them to contracts through Book Three. China's 2023 judicial interpretation gives courts more

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detailed guidance on consequences of invalidity, including restitution and allocation of fault.

Performance in both systems is governed by proper performance and good faith. Uzbekistan emphasizes performance according to the contract, legislation, and business customs. China expressly adds ancillary duties of notification, assistance, confidentiality, and resource conservation. The Chinese approach may be helpful for Uzbekistan because modern contracts, especially construction, logistics, technology, and long-term supply contracts, often require cooperative behavior that is not fully expressed in the text.

Breach of contract produces comparable remedies. Both systems recognize damages, continued performance, penalties or liquidated damages, interest for monetary obligations, and termination in serious cases. China states a broad list of remedial measures in Article 577 and allows adjustment of agreed damages under Article 585. Uzbekistan similarly permits penalties and judicial reduction of excessive penalties. The common policy is compensatory and disciplinary: the law protects the expectation of the creditor while preventing unjust enrichment through disproportionate penalty clauses.

Modification and termination show a particularly useful comparison. Both systems allow modification or termination by agreement and by court or arbitral decision in statutory cases. Both recognize material breach as a ground for termination. Both also recognize changed circumstances. Uzbekistan's Article 383 and China's Article 533 are functionally similar, but Chinese law more clearly connects changed circumstances to a process of renegotiation and, if renegotiation fails, judicial or arbitral modification or termination. This resembles the UNIDROIT Principles, which treat renegotiation as the first response to hardship (UNIDROIT, 2016, arts. 6.2.2-6.2.3).

The following table summarizes the core comparative points.

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Table 1. Comparative overview of selected contract-law issues

Issue	Uzbekistan	China	Comparative assessment
Concept of contract	Agreement of two or more persons establishing, modifying, or terminating civil rights and duties.	Agreement between civil subjects establishing, modifying, or terminating civil juristic relations.	Substantially similar civil-law concept; China uses the broader terminology of civil juristic relations.
Freedom of contract	Expressly stated in Civil Code Article 354, including unnamed and mixed contracts.	Derived from voluntariness, fairness, good faith, legality, and binding force of legally formed contracts.	Uzbek law states autonomy more directly; Chinese law integrates autonomy with public-order and fairness principles.
Formation	Offer and acceptance; agreement on essential terms in required form.	Offer and acceptance or other means; detailed rules on electronic data messages.	The systems are similar, but China gives clearer statutory support to digital contracting.
Standard terms	Adhesion-contract rule allows challenge to burdensome terms.	Detailed duties of notice, fairness, invalidity, and interpretation against the drafter.	China provides a more developed model for mass-market and platform contracts.

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Changed circumstances	Substantial change can justify modification or termination by court.	Material change may trigger renegotiation and later judicial or arbitral adjustment.	Both recognize hardship; Uzbekistan could clarify renegotiation and remedial criteria.

6. Judicial Practice and Enforcement Mechanisms

The practical value of contract law depends on enforcement. A sophisticated code is insufficient if courts cannot interpret contracts consistently, award effective remedies, or enforce judgments and arbitral awards. Uzbekistan and China both rely on state courts as the principal mechanism for civil and commercial dispute resolution, while also recognizing arbitration and other alternative mechanisms.

In Uzbekistan, contract disputes between business entities are generally adjudicated by economic courts, while civil courts hear disputes involving citizens and non-commercial matters. Economic courts play an important role in enforcing supply contracts, loan agreements, construction contracts, leases, public procurement contracts, and corporate relations. The Law on the Contractual-Legal Basis of Activity of Business Entities preserves a strong emphasis on claims procedure, documentary evidence, and performance discipline. This can support certainty, but it may also encourage formalism if courts focus excessively on documents without sufficient attention to actual commercial purpose.

Uzbekistan has also strengthened arbitration. The Law 'On International Commercial Arbitration' of 2021 is an important step toward international compatibility and is influenced by the UNCITRAL Model Law approach (Law No. ZRU-674, 2021). For cross-border contracts, arbitral enforcement is crucial because foreign investors often choose neutral forums, institutional rules, and enforceable awards. Contract-law modernization

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should therefore be coordinated with arbitration law, judicial assistance, interim measures, and recognition of arbitral awards.

China's enforcement system is more centralized and more explicitly guided by the Supreme People's Court. People's courts adjudicate contract disputes under the Civil Code, the Civil Procedure Law, judicial interpretations, and specialized rules. China has also developed internet courts and digital litigation mechanisms, which are relevant for online contracts and platform disputes. Although judicial decisions are not formal precedents in the common-law sense, guiding cases, typical cases, and judicial interpretations influence lower courts and support nationwide uniformity (Ahl, 2019; Ding, 2019).

The Chinese Supreme People's Court's contract-related practice is especially important in four areas. First, courts supervise standard terms and unfair exemption clauses in consumer and platform contracts. Secondly, courts adjust excessive liquidated damages where agreed sums are clearly disproportionate to actual loss. Thirdly, courts apply force majeure and changed circumstances carefully, distinguishing genuine impossibility or severe imbalance from ordinary commercial risk. Fourthly, courts clarify restitution and fault allocation where contracts are invalid. These practical issues are also important for Uzbekistan.

For Uzbek reform, the Chinese example suggests that statutory reform should be accompanied by interpretive infrastructure. It is not enough to amend the Civil Code if courts, lawyers, and businesses cannot predict how new provisions will be applied. Uzbekistan would benefit from more systematic publication of anonymized economic court decisions, Supreme Court explanations, and representative cases on contractual penalties, standard terms, construction delay, force majeure, public procurement, bank credit, leasing, and international sale of goods.

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7. Challenges and Current Legal Reforms

Uzbekistan's principal challenge is not the absence of contract law but the need to modernize a fundamentally sound framework. The Civil Code provides a coherent structure, but many provisions reflect the commercial environment of the 1990s. Since then, Uzbekistan's economy has become more open, digital transactions have expanded, foreign investment has increased, and cross-border supply chains have become more important. Contract law must respond to these developments without losing doctrinal clarity.

A first challenge is digitalization. Electronic commerce, electronic signatures, online marketplaces, automated acceptance, platform terms, and digital evidence require rules that are visible in the contract chapter itself. Separate legislation can support these transactions, but a modern Civil Code should also state the core private-law effects of data messages, electronic form, and digital acceptance.

A second challenge is standard-form contracting. Consumers and small enterprises often accept terms drafted by banks, telecommunications companies, insurers, platforms, and public utilities. Article 360 of the Uzbek Civil Code on adhesion contracts is a useful foundation, but it could be developed further. Modern law should require reasonable notice of burdensome clauses, interpret ambiguity against the drafting party, and invalidate terms that unfairly exclude liability or deprive the adhering party of essential rights.

A third challenge is pre-contractual liability. Negotiations now frequently involve letters of intent, memoranda of understanding, due diligence, confidentiality obligations, financing conditions, and preliminary approvals. Uzbek law regulates preliminary contracts and pre-contractual disputes in certain contexts, but it would benefit from more general rules on bad-faith negotiations, misleading information, unjustified withdrawal after inducing reliance, and protection of confidential information.

A fourth challenge is hardship. Article 383 of the Uzbek Civil Code recognizes substantial change of circumstances, but judicial practice would benefit from clearer

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criteria. The law should distinguish hardship from force majeure and ordinary commercial risk. It should define when renegotiation is required, what evidence must be produced, and what remedies courts and arbitral tribunals may grant. The COVID-19 pandemic, sanctions, logistics disruptions, and currency fluctuations have made this issue practically important in many jurisdictions.

China's challenges are different. The Civil Code is modern and comprehensive, but broad principles such as good faith, fairness, public order, and changed circumstances require consistent judicial application. The strong role of judicial interpretation helps unify practice, but it also raises the question of the boundary between interpretation and legislation. China's future reforms will likely focus on digital platforms, data-related contracts, consumer protection, and the interface between contract law and regulatory law (Bussani et al., 2024).

Both jurisdictions face the general challenge of balancing transactional security and substantive justice. If courts intervene too readily, parties cannot rely on their contracts. If courts never intervene, stronger parties can use standard terms, penalties, or bargaining power to shift unfair risks. The goal of reform should therefore be a predictable framework for measured intervention, not discretionary correction without clear standards.

8. Recommendations for Improving Contract Regulation in Uzbekistan

First, Uzbekistan should consider updating the Civil Code to expressly regulate electronic contracts. The Code should recognize data messages as written form when they are accessible for later reference, clarify when online offers and acceptances become effective, and address automated contracting. These rules would not replace special laws on electronic commerce or electronic signatures. They would provide the civil-law foundation for their operation.

Secondly, the law should develop a more detailed regime for standard terms. The Chinese model in Articles 496-498 of the PRC Civil Code is useful because it combines

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notice, fairness, invalidity of certain exemption clauses, and contra proferentem interpretation. Uzbekistan could adapt these techniques for banking, insurance, telecommunications, transport, utilities, online platforms, and consumer services.

Thirdly, Uzbekistan should clarify pre-contractual liability. A general rule of good-faith negotiations would not mean that parties are forced to conclude contracts. Rather, it would protect reliance where one party negotiates dishonestly, conceals essential information, misuses confidential materials, or breaks off negotiations after inducing reasonable and foreseeable costs. Such a rule would strengthen commercial trust while preserving freedom not to contract.

Fourthly, Article 383 on substantial change of circumstances should be refined. The Civil Code should provide that the disadvantaged party must request renegotiation within a reasonable time, that renegotiation must be conducted in good faith, and that courts or arbitral tribunals may modify or terminate the contract only when the change fundamentally alters the contractual equilibrium and was not a risk assumed by the affected party. This would align Uzbek law more closely with the UNIDROIT Principles and international commercial practice.

Fifthly, Uzbekistan should improve transparency of judicial practice. The Supreme Court and economic courts should publish anonymized representative cases, thematic reviews, and interpretive explanations on recurring contract-law issues. Publication would support legal certainty, reduce litigation costs, and help scholars and practitioners identify doctrinal trends. China's system of judicial interpretations and guiding cases shows how a civil-law jurisdiction can use judicial materials without adopting formal common-law precedent.

Sixthly, the relationship between the Civil Code and the Law on the Contractual-Legal Basis of Activity of Business Entities should be reviewed. Special rules for business contracts remain useful, but duplication and excessive formalism should be reduced.

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Business entities need flexible rules that support speed, certainty, and international compatibility. The Civil Code should remain the main source of private-law doctrine, while special legislation should address only those commercial issues that genuinely require sector-specific treatment.

Seventhly, Uzbekistan should continue aligning domestic contract law with international instruments, particularly the CISG and the UNIDROIT Principles. Such alignment is especially useful in international sale of goods, damages, mitigation, force majeure, hardship, and interpretation. International compatibility does not require abandoning national legal identity. It requires expressing national rules in a form that foreign investors, arbitral tribunals, and trading partners can understand and apply.

9. Conclusion

The comparison of Uzbekistan and China demonstrates both convergence and divergence in modern civil-law contract regulation. The two systems share the essential civil-law concept of contract as an agreement creating, modifying, or terminating civil rights and obligations. They both recognize party equality, freedom of contract, good faith, proper performance, liability for breach, and judicial protection. These common features confirm that contract law in both jurisdictions performs the same basic function: transforming private autonomy into enforceable legal obligations.

The differences concern legislative technique and institutional implementation. Uzbekistan's system is stable and coherent but partly traditional. Its Civil Code retains a post-Soviet structure centered on the general law of obligations and special rules for business contracts. China has recently consolidated contract law in a unified Civil Code and has supplemented codification with active judicial interpretation. China's law is especially developed in electronic contracting, standard terms, cooperative performance, changed circumstances, and remedial clarification.

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China's experience should not be copied mechanically. Uzbekistan has its own legal history, court system, economic priorities, and reform strategy. Nevertheless, comparative analysis identifies useful directions: codify the private-law effects of digital contracting; strengthen control of unfair standard terms; clarify pre-contractual liability and hardship; improve publication of judicial practice; and coordinate contract law with arbitration and international commercial standards.

The future development of Uzbek contract law should preserve the strengths of the Civil Code while making it more responsive to contemporary commerce. A modern contract regime must protect freedom of contract, but it must also provide predictable safeguards against abuse, unfairness, and legal uncertainty. In this sense, comparison with China offers not a foreign model to imitate, but a practical lens through which Uzbekistan can refine its own civil-law modernization.

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