



CIVIL LEGAL TREATMENTS OF OBLIGATIONS ARISING FROM UNJUSTLY INCREASED WEALTH

Boriqulov Avazbek To'lqun o'g'li¹

¹ Master of TSUL

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ABSTRACT

A person who has unjustly acquired or saved property must return or pay to the victim all the income that he has taken or should have taken from that property from the time he knew or should have known that the wealth was unjustly gained. I believe that interest should be accrued on the amount used for the use of another's funds from the time when the recipient knew or should have known the unreasonableness of receiving or saving the funds.

The scope of the rights of each owner may vary depending on the conditions under which the trust is established (it can be determined by law, contract or unilateral agreement). For example, a trustee may be given the right to allocate or not to allocate a share of income to the beneficiary. At the same time, it can be a trusted property, under which it can terminate this right at any time and return the property. Consequently, such a “rubber” construction of the trust can be incorporated and modified into various forms. That is why it is used in the most unexpected situations - in cases of unjust enrichment, in the relationship between the company and its directors, principal and agent, inheritance and the like.

However, its main purpose is to ensure the effective management of the property of others who do not want or are unable to manage their own property. In the same sense and for the same reasons, this construction is being adopted by other legal systems. Unwarranted gain will not be returned: property transferred before the

expiration of the term of performance of the obligation, unless otherwise provided by the obligation; property transferred on performance of the obligation after the expiration of the period of limitation; and equivalent payments, pensions, allowances, stipends, compensation for damage to life or health, alimony and other money given to a citizen as a means of subsistence, if he is not dishonest and there are no errors in the calculation; amounts of money and other property provided for the performance of a non-obligatory obligation, if the acquirer proves that the person requesting the return of the property knew that there was no obligation or donated the property for charitable purposes. An obligation is a civil law relationship that is decided in connection with the transfer of property, provision of services, performance of work, damage or unjustified acquisition of property, as a result of which one party to the other the parties to the obligation may be one or more persons as creditors and debtors. Contractual and non-contractual obligations (one volume) onlam a



transactions, administrative documents, causing damage, unjustified acquisition or maintenance of property). Tom is divided into simple and mutual obligations according to the distribution of rights and responsibilities between them.

If the property belonging to the owner is in the illegal possession of any person (citizen or legal entity), the owner has the right to bring a claim against this person in court to return his property in its original state. According to Article 228 of the Civil Code, the owner has the right to claim his property from another person illegally. In the theory of civil law, such claims are called vindication claims¹²⁵. First, the property is out of the possession of the owner and he is deprived of the actual ownership of his property. Otherwise, other methods of protecting property rights are used.

Second, the deprived property must be kept in kind and be in the actual possession of another. Otherwise, other methods of protection of property rights are used here as well. In this case, it is necessary to distinguish an object of a certain type. If it is possible to distinguish the property of the real owner from one type of property, then this type of property is also protected by a vindication claim. If it is not possible to separate, the claim arising from unjust enrichment, not a vindication claim, is applied. The legal institutions related to contractual obligations include purchase and sale, supply, debt, contract, contract, property lease, leasing, house - legal norms governing the relationship under a number of contracts, such as rent, freight and passenger transportation, franchising, insurance. Legal institutions for non-contractual obligations are mainly: liabilities arising from damage, as a result of unjust enrichment arising obligations.

In my point of view, the content of the obligation is the right of the creditor to demand that the debtor perform certain actions (or not) and the corresponding duty of the debtor. The actions to be taken by the debtor are different: delivery of the thing to the owner (creditor), delivery of the thing for use, payment of a certain amount of money, performance of any work or service, ensuring the conclusion of the transaction by the debtor, compensation for damage caused to someone, the return of unjustly acquired wealth to its owner. It is clear from the above objects of obligation that, even though the content of the obligation consists mainly of rights and duties of a property nature, the subjects of law may also establish obligations of a non-mutual nature. For example, one of the authors of a work may, by mutual agreement, undertake to correct and reproduce a part of the work within a certain period of time. Unless otherwise provided by law and the nature of the relationship, the provisions of this chapter also apply to: the return of property performed under an invalid transaction; the claim by the owner of someone's unlawful possession of the property to recover damages from one of the parties to the other party in connection with these obligations; A person who has transferred his right to another person by waiving the application or otherwise on the basis of an obligation that does not exist or is not valid, to demand the restoration of the previous status, including the return of the documents confirming the right to him.

To conclude that, it can be said that a person (possessor) who has occupied or saved property at the expense of another person (victim) without the grounds established by law or agreement, unjustifiably occupied or saved property (unjustly acquired wealth) must return it to the victim, except as



provided in Article 1030 of this Code. the applicant, the victim himself, regardless of

whether it was the result of the behavior of third parties or occurred against their will.

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