

Distinctiveness and Properties of the Marriage Contract

Bayjanova Ramuza Teñelbay kizi

Abstract

This article deals with the meaning, significance, necessity, main tasks, responsibilities and obligations of the marriage contract, and its difference from foreign countries, forms of regulation and specific requirements. Comparisons and comments were made with other foreign countries.

Keywords: marriage contract, marriage, subject, marriage relations, Napoleonic codex, marriage regulation, pre-marriage agreement.



In the context of market economy relations, in addition to the formal property of spouses, property is also included in the contractual procedure. It is called a "marriage contract". This can be seen as the introduction of the principles of a market economy into urban relations.

The marriage contract allows the spouse, as well as both of them to determine their property rights and obligations during the period of their marriage, either voluntarily or in agreement with the marriage contract, or at the time of their divorce.

The marriage contract does not usually allow for the exchange of persons in the same obligations as in the most common civil law contracts [2]. That is, the parties to the contract may be the sole parties to the marriage and also may be the married spouses.

The content of the contract consists of the rights and obligations of the spouses to the property. The exceptions that define the subject of the marriage contract are the property rights that exist between the spouses and the property rights that will be acquired by them in the future.

The most important aspect of a marriage contract from the juridical point of view is that it helps to resolve disputes between spouses that may arise in the future. In our country, especially in Uzbek families, men are responsible for the cost of weddings and other expenses of weddings or other expenses related to weddings. Who should pay wedding and wedding reception expenses? The question arises itself. We can say with regret that such bottomless questions remain in our society without any response. In some sense, the conclusion and formalization of a marriage contract is considered to be of great importance in preventing such situations. A marriage contract, like other civil contracts, is made in a written manner that is voluntary and self-explanatory. In such contracts, it describes the parties, that is, the property rights of the spouses. The national charter stipulates that a marriage contract only serves to determine the property rights of the spouses. The marriage contract is also characterized by the fact that it includes measures aimed at strengthening the relationship between the parties.

At the international level, marriage contracts have a long history. In the process of historical development, marriage treaties have been used in many European countries. For example, the French "Napoleonic Codex" also refers to the marriage contract. At present, Book 1 of the French Civil Codex, Book 4 of the German Civil Codex, Book 11 of the Swiss Civil Codex, and the Law on Marriage in the United Kingdom specify the relationship between the couple and the marriage contract. In fact, the marriage contract is mentioned as a necessary element of marriage.

At present, there are two different views in the regulation of property relations between husband and wife: in a number of countries, the right of the man to rule is characteristic of a man, and in most countries, a man is still in power. In these countries, a marriage contract has been established under the Civil Codex, and the contract is concluded in advance, in which the right of the man to the property of his wife is strengthened [3].

In recent times, the form of "marriage contract" has become more widespread in foreign countries. The marriage contract is known as a root of this contract. The requirements for general agreements under the charter: the order of the marriage contract, the conditions for recognizing its authenticity, the conditions for compensation of the husband and wife in the condition of divorce. In addition, who can manage the property in the family can be specified in the contract. In France, in the management of a couple's property, a man can manage the property, but he cannot make changes or he does not make necessary contract without the consent of his wife. In

countries such as Argentina, Brazil and Spain, the role of men in property management is somewhat higher. Today, in America, the "pre-marriage agreement" is widely used. Accordingly, the couple may agree on the remaining items in this agreement. In accordance with the pre-marital agreement, the couple participates in the upbringing of children, their material support, the maintenance of the family, the definition of personal relationships. In accordance with the rule of thumb, a marriage contract should be a well-thought-out and reasonable agreement.

Russian law pays close attention to the laws of the Western countries, provided that the procedure and conditions of the marriage contract are complied with. In turn, they studied and incorporated not only the positive aspects of the Western countries, but also the negative ones. In particular, as in the West, the Russian regime regulates only property relations, but not private relations as well as property relations, as in the marriage contract.

At the same time, the agreement on amending the marriage contract will be implemented in the form in which the marriage contract was concluded. The marriage contract shall be terminated after the expiration of the period specified in the contract or after the separation of the marriage established by the parties.

As in many European countries, it should be noted that in accordance with the Charter of the Republic of Uzbekistan, the marriage contract can be terminated, added changes or modified at any time with the consent of the spouses. Its amendment or cancellation shall be made in written and must be notarized. A natural question arises of its own accord. If the marriage contract is concluded before the marriage of the husband and wife, when does it come into act? Or can the husband and wife agree on the occurrence of property rights after 10 or 15 years after the marriage contract is signed?

If the marriage contract is concluded in accordance with the Civil Codex of the Republic of Uzbekistan, the contract shall be implemented from the moment of its registration in the state registry. In a marriage contract, the spouses have the right to determine their property rights and obligations in case of mutual consent. Any property specified in the marriage contract shall be deemed to belong to the spouses themselves. The emergence of property rights occurs from the time of the conclusion of the marriage contract and after its notarization. To clarify the above question, a couple cannot agree on the emergence of property rights even after 10 or 15 years. Only in the clause of the marriage contract can they agree and define the rights and obligations to the property relations.

If we compare the conclusion of the marriage contract with the Russian legislation on accession to the CIS (Commonwealth of Independent States), if the marriage contract has not been canceled, then it is on the act till the marriage is over. From the moment of the termination of the marriage, the obligations stipulated in the marriage contract for the period after the termination of the marriage shall be waived. The marriage contract may establish such rights and obligations, which will remain in force after the marriage is completed. First of all, it is considered that after the completion of the marriage, one of the spouses is entitled to financial support.

In conclusion, the marriage contract is one of the most important, necessary contracts, because it is the main agreement defining the property rights and obligations between the husband and the wife during the marriage and in the condition of divorce. Marriage contract is important for each country and for the citizens which are living in it.

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