



PROBLEMS AND PROSPECTS OF LEGAL REGULATION OF CONTRACTUAL RELATIONS IN E-COMMERCE IN THE REPUBLIC OF UZBEKISTAN

Ezrikh Albina Andreevna

Tashkent State University of Law

<https://doi.org/10.5281/zenodo.11071615>

ARTICLE INFO

Received: 18th April 2024

Accepted: 25th April 2024

Online: 26th April 2024

KEYWORDS

e-commerce, information and communication technologies, security and privacy, offer and acceptance, electronic digital signature.

ABSTRACT

This paper examines general information on the conclusion of contracts in e-commerce. A statistical analysis of data on the development of e-commerce in general and directly in the Republic of Uzbekistan. There was also an analysis of the existing shortcomings in the norms of legislation governing e-commerce. The proposals for making additions to the regulatory framework in the field of e-commerce are presented.

The rapidly developing pace of development of information technologies has led to the fact that the worldwide Internet has been integrated into almost all sectors of human activity, where the most prominent is such a system of Internet commerce as e-commerce. This is confirmed by the OECD review Online Product Safety: Trends and Challenges, according to which people are interested in this area due to the increase and availability of information about various products in social networks, company websites, forums, as well as due to low prices and a wide range of goods on online sites.

Physical information is overshadowed by information processes that act as a catalyst for the development of economic and other relations between the subjects of the world economy, contributing to its globalization. In the conditions of digital transformation of the economy and rapid growth of information value, society is undergoing radical changes [**Ошибка! Источник ссылки не найден.**]. However, the rapid development of online commerce, which includes a huge number of advantages, is not without some disadvantages.

The relevance of the chosen research topic is due to the fact that in today's world, e-commerce is under active development due to changes in global production structures, which leads to an increase in demand for consumer goods and services in the digital marketplace. As the number of online purchases increases every year, more and more companies are incorporating e-commerce into their business practices.

The purpose of this paper is to focus on the analysis of the main shortcomings in the regulation of contractual relations in e-commerce in the Republic of Uzbekistan.

Thanks to the ease of international shipping and online ordering, choosing an item from abroad is not very difficult for online shoppers. Globally, 52% of online shoppers order from both local and international websites.



Currently, China ranks first in e-commerce revenue with 1.54 trillion dollars in 2022 [Ошибка! Источник ссылки не найден.]. The U.S. e-commerce marketplace ranks second with a revenue of \$870.78 billion. Japan follows suit and ranks third with \$128 billion, followed by the United Kingdom with \$118 billion, and Germany ranks fifth with \$109 billion earned in 2022.

According to a report by KPMG, the e-commerce market in the Republic of Uzbekistan amounted to USD 311 million in 2022. This figure is 5 times higher than the results of 2018, confirming Uzbekistan's status as a rapidly developing e-commerce market in Central Asia. It is predicted that by 2027 the market volume will grow to 2.2 billion dollars.

President of the Republic of Uzbekistan Sh.M.Mirziyoyev also notes that the people of Uzbekistan are witnessing the rapid development of e-commerce, which plays an important role in the development of our country. Thus, the Presidential Decree of 05.10.2020 №UP-6079 "On approval of the Strategy "Digital Uzbekistan - 2030" and measures for its effective implementation" [Ошибка! Источник ссылки не найден.] emphasizes the widespread introduction of modern information and communication technologies in all sectors and spheres, as well as the active development of the digital economy.

Legal support of the digital economy and e-commerce, which is a component of it, has become one of the priorities of the state policy [Ошибка! Источник ссылки не найден.]. One of the main sources of legal acts regulating contractual relations in the sphere of e-commerce is the Civil Code of the Republic of Uzbekistan, which is the foundation for all other special legislative acts, the Law of the Republic of Uzbekistan "On e-commerce" and the Decree of the Cabinet of Ministers of the Republic of Uzbekistan "On measures to further improve the order of transactions in e-commerce".

Thus, in 2022, a new version of the Law of the Republic of Uzbekistan "On Electronic Commerce" was adopted in accordance with the Strategy "Digital Uzbekistan - 2030". The impetus for the adoption of this Law was 4 reasons:

- a. The COVID-19 pandemic, which transferred a large number of small and medium-sized businesses to the online format, and also caused people to get into the habit of shopping online;
- b. The presence of a large number of young population, which is the main layer of buyers;
- c. GDP growth of 5.7% in 2022, i.e. growing consumer demand;
- d. Increase in the number of areas equipped with internet connectivity.

The new version of the law provides definitions of new terms, the list of e-commerce principles becomes broader, the procedure for fixing contracts, the possibility of using the "escrow" service, as well as establishes the procedure for delivery and replacement of goods, return of paid funds to buyers. From the point of view of the analysis of regulatory impact assessment of normative legal acts, the realization of integration of business legislation on the basis of modern requirements of the universal electronic classifier has its prospects [Ошибка! Источник ссылки не найден.].

The peculiarity of the conclusion of contracts in e-commerce in contrast to the traditional form lies in its method of conclusion, namely, through the use of information and communication technologies. The very process of contract conclusion in e-commerce, as well as in traditional one, can be characterized in the following stages:



- a. proposal of one party addressed to the other to enter into contractual relations (the so-called offer);
- b. acceptance of the offer by the other party (the so-called acceptance), expressing the latter's consent to conclude a contract on the terms contained in the offer [**Ошибка! Источник ссылки не найден.**].

Speaking about acceptance in e-commerce, it should be noted that, in accordance with the legislation, it may appear in the following forms:

- as an electronic document directly confirmed by an electronic digital signature;
- as an electronic message, the content of which explicitly expresses the acceptor's consent to enter into a contractual relationship;
- as a performed action provided by the offer itself.

Regarding the last point, which is expressed in the performance of a specific action, is known as a conclusive action, that is, actions through which the intention of a person to enter into a transaction is revealed [**Ошибка! Источник ссылки не найден.**]. As such, we can give such an example as the transfer of funds, i.e., the buyer, having familiarized himself with all the conditions of the purchase of goods, transfers the appropriate amount, as a result of which, he thereby expresses his will to enter into contractual relations with the seller.

Another example is the so-called click-wrap agreement, which is characterized by simply clicking on the appropriate field with the inscription "I agree" or "I accept the terms and conditions". However, the legal nature of this action is debatable, since not all countries have legal force in concluding such an agreement. In the author's opinion, it would be more appropriate to include in the relevant legislation a separate provision that would legalize the use of this method of concluding a contract, because in fact, there is a huge number of websites where the purchase of goods is carried out using click-wrap. However, some points should be taken into account, namely:

- click-wrap websites should make the terms and conditions of the contract available in an accessible form, so that the consumer has the opportunity to read them first and then make a decision.
- a click-wrap agreement takes place if the seller provides all the necessary information, including the name, price, quantity, quality of the product, all its accessories, the term and method of delivery, etc.

Another important aspect of e-commerce is delivery. Thus, based on the essence of Article 25 of the Law of Uzbekistan "On electronic commerce", the seller has the right to sell the goods and services in the form of a contract. [**Ошибка! Источник ссылки не найден.**], the seller has the right to carry out the method of delivery at his discretion: either by organizing it himself, or with the help of other companies specializing in delivery, or in any other way not prohibited.

However, it should be noted that today, logistics, or in other words, "fulfillment", which is the process of performing operations from order placement to delivery, is of great importance for the development of e-commerce.

It is known that 50% of all sales carried out on the Internet occur through the use of electronic trading platforms, where the operator provides a service to provide a virtual platform, where the seller places its goods, and the buyer has the opportunity to get



acquainted with them, order and arrange delivery. Since the delivery of goods is an integral part of e-commerce, the author considers it necessary to introduce into the relevant legislation a norm defining the concept and methods of fulfillment, as well as to introduce the tasks included in its activities.

Also, it is necessary to pay great attention to the goods that lack completeness of information. Thus, in the process of online commerce, there are more and more cases when, for example, the provided product is not accompanied by information about age restrictions, the description does not correspond to reality, low quality images that do not allow you to fully evaluate the product, a complete lack of information about the composition. It should be noted here that in some countries the indication of this information is optional, and in almost all countries with developed or developing e-commerce, these recommendations are violated or not observed at all. As a result of the OECD study Online Product Safety: Trends and Challenges, out of 880 products purchased, 57% did not have access to labeling, and in 21% of cases, the information provided on the website was incomplete.

In this case, it is necessary to create a single state body that will monitor not only compliance with the implementation of regulations by online traders, but also directly interact with various services. These measures will help to obtain information about goods directly from e-commerce participants and control the restriction of their realization.

Summarizing all the above, we can conclude that the legislation of the Republic of Uzbekistan in the sphere of regulation of relations in e-commerce has a sufficiently developed system of legislative base. However, despite the fact that modern normative-legal acts cover an increasing range of issues, the development of information technologies is two steps ahead. It is important for the government to constantly update the legal framework, keeping up with the times, otherwise the backwardness of legislation will hamper the development of e-commerce in the state. It is the state that should create an optimal mechanism of e-commerce management, involving all stakeholders (government, business, civil society and scientific and educational community) in the creation and development of e-commerce [**Ошибка! Источник ссылки не найден.**].

References:

1. Law of the Republic of Uzbekistan dated 09/29/2022 No. ZRU-792 "On electronic commerce" National database of legislation of the Republic of Uzbekistan. // Access mode: <https://lex.uz/docs/6213428>
2. Decree of the President of the Republic of Uzbekistan dated 05.10.2020 No. UP-6079 "On approval of the Digital Uzbekistan 2030 Strategy and measures for its effective implementation. The national database of legislation of the Republic of Uzbekistan. // Access mode: <https://lex.uz/ru/docs/5031048>
3. Civil law. (The general part). / Edited by H.R.Rakhmankulov. Textbook. –T.: TGUI Publishing House, 2010. – 899 pages.
4. Civil law: In 4 volumes. Volume 3: Law of Obligations: Studies. for university students studying in the direction 521400 "Jurisprudence" and in the specialty 021100 "Jurisprudence"



/ [Vitryansky V.V. et al.]; ed. — E.A. Sukhanov. — 3rd ed., reprint. and additional — M.: Walters Kluwer, 2005 — 800 p.

5. Ruzinazarov. Sh.N. The genesis of e-commerce in the context of digital transformation and its place in the national legal system. [electronic resource]. Access mode: <https://www.tadqiqot.uz/index.php/law/article/view/8568/8156>

6. Ruzinazarov. Sh.N. Prospects for the integration of electronic software for business documents in the context of digital transformation. [electronic resource]. Access mode: <https://yuristjournal.uz/index.php/lawyer-herald/article/view/250/227>

7. Khudaibergenov A.S. Features of development and problems of legal regulation of electronic commerce. [electronic resource]. Access mode: <https://tadqiqot.uz/index.php/law/article/view/556/520>

8. Mannanova Sh.G., Ishankhodzhayeva D.E. Problems of e-commerce development in Uzbekistan. [electronic resource]. Access mode: <https://cyberleninka.ru/article/n/problemy-razvitiya-elektronnoy-kommertsii-v-uzbekistane?ysclid=luzi4i9hq1711517042>

9. China - Country Commercial Guide: [сайт]. URL: <https://www.trade.gov/country-commercial-guides/china-ecommerce>