

CONCLUSION

Thus, until 1930 the branches of the “National Independence” organization operated in many parts of the country. Archive documents covering the activities of the National Coalition and the National Independence were collected mainly through testimony from the members of the organization and by spies. By highlighting some of these, you can highlight the overall purpose of their work.

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4. http://www.igpi.ru/bibl/igpi_publ/uzb_eco.html
5. NAUz, fund-R.837, list 1, case 1595, p.289.
6. NAUz, fund-R.837, list 1, case 1993, p.142.
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THE SYSTEM OF CONTRACTS GOVERNING THE ACTIVITIES OF MICROCREDIT ORGANIZATIONS

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Abstract: The article discusses the system of contracts for legal regulation of services provided by microcredit organizations. The article also discusses the features of microcredit, microcredit, microleasing, microfactoring and consulting contracts.

Keywords: microcredit, microleasing, microfinance, microfactoring, consulting services, contracts, microcredit organizations, legal regulation

Financial activity plays an important role in the economic development of any country. Consistent financial system of the country, development of effective financial plans to support entrepreneurship and targeted investment in small business are important factors in ensuring economic stability of the country. Microfinance has a special place in this. It is known that microfinance is the provision of loans and other financial services that are not in a small amount for all who are not covered by the usual banking

services. Microfinance is an effective tool for small businesses, private and family businesses, and agricultural commodity producers to have free access to funding sources and, most importantly, provides opportunities for many start-ups to start their own business from scratch.

Along with microcredit as a type of microfinance activity and types of microfinance services provided in Uzbekistan, microcredit and microleasing are also widely used. Microloans are funds provided by microcredit organizations to a borrower who is an individual in the amount not exceeding one hundred times the minimum wage on terms of maturity and repayment, and in cases provided for in the contract, on the basis of repayment. The civil-legal regulation of the relevant social relations is usually carried out by two means. The first means of civil law regulation are normative legal acts, the hierarchy of which is defined in Article 5 of the Law of the Republic of Uzbekistan dated December 24, 2012, No.342 "On normative legal acts".

The second instrument of civil law regulation is contracts. According to the first part of Article 353 of the Civil Code, an agreement between two or more persons on the creation, modification or termination of civil rights and duties is called a contract. The treaty is one of the oldest legal means used by mankind to establish, change and terminate certain relations in society [15, - p. 5]. The treaty is widely used without exception in all existing legal systems - Anglo-Saxon, Romano-Germanic, Muslim and patriarchal (based on local customs).

Agreements have a long history of development in the history of human society. Man, as a conscious being, acts on the basis of certain preconceived rules of behavior. Such behavior can also be the result of compromise between people. At present, any relationship can be resolved only on the basis of agreements, and even major contradictions and conflicts in international relations are resolved on the basis of agreements. Hence, the contract is a necessary and inevitable product of the social life of conscious beings - human beings. Such an idea can be taken as a relatively broad interpretation. In the narrow sense, contracts are not only the coexistence and activity of people, but also the division of labor, the production of goods, the product of exchange.

It would also be unreasonable to make the existence of contracts absolutely connected with the existence of the state, legal norms. Although there were no obstacles to assuming that contracts existed in a customary and ethical manner, even in the absence of state and law, the emergence of the state strengthened the performance of contracts and became a specific guarantee for the parties in fulfilling their obligations. At the same time, it should be noted that enforcement meAndijan State University named after Z.M.Boburres of such agreements or liability meAndijan State University

named after Z.M.Boburres against the parties who did not fulfill or did not fulfill them did not always have a positive effect, because at that time there was no state and law giving legal force to the agreement. The emergence of the state and law gave the contract a strict content and form and turned it into a means of legal regulation [9, -p. 19].

Contracts concluded by microcredit organizations include microloans, microcredit, microleasing and others related to monetary obligations. According to Article 13 of the Law "On microcredit organizations", a microcredit organization can provide the following types of microfinance services:

- issuance of microcredits or microloans;
- purchase and sale of debt obligations (factoring);
- microleasing (financial leasing) in which a microcredit organization participates as a lessor;
- provision of other types of microfinance services, including consumer loans in accordance with the legislation.

A microcredit organization may provide consulting and information services related to the provision of microloans, microloans, microleasing, and other microfinance services.

Microcredit organization:

- to issue debt obligations and accept deposits from legal entities and individuals;
- to attract loans from individuals, except for their founders (participants, owners);
- to calculate interest in the amount of more than half of the annual amount of debt under contracts for the provision of microfinance services, to collect brokerage fees and penalties (fines, penalties), to apply other meAndijan State University named after Z.M.Boburres of liability;
- has no right to be a guarantor or guarantor of the obligations of its founders (participants, owners), as well as to provide them with other ways to ensure the fulfillment of their obligations.

Contracts concluded by microcredit organizations are, by their nature, limited in amount, focused on specific goals and aimed at developing the activities of small businesses [5, - p. 39-42]. According to Article 744 of the Civil Code, one party to a loan agreement - a bank or other credit institution (lender) provides the other party (borrower) with funds (credit) in the amount and on the terms specified in the agreement, and the borrower to repay the amount received. undertakes to pay interest.

In cases where the legislation allows commercial organizations that are not credit organizations to carry out lending, the provisions of the loan agreement shall apply to lending relations carried out by such commercial organizations.

According to Article 4 of the Law on Microfinance, a microcredit is a loan provided to a borrower for business activities in the amount not exceeding 300 million soums on terms of payment, maturity and repayment. A microcredit can be issued to a borrower on the terms of using funds for specific purposes in accordance with the agreement (target microcredit).

According to D.J.Suyunova, the legal relationship of credit is between the bank (other credit institution) and the borrower on the movement of credit assets, with the characteristics of solvency and maturity, with the requirement of clear and stable relations, provided by contractual forms (loan agreement, bank account). number contract) relationship [11, - p. 8].

According to T.T. Madumarov, in microcredit and microcredit, microcredit organizations offer favorable and favorable conditions for small businesses, and the amount and term of microcredit is carried out through lending techniques that are acceptable for businesses [4, - p. 25-29]. In fact, the microcredit agreement is provided in a fixed amount, not exceeding 300 million soums, on the basis of an agreement between the microcredit organization and the client. As a rule, a microcredit is a targeted loan and is regulated by the mechanism set out in Article 739. According to this article, if the loan agreement is concluded on the condition that the borrower uses the funds for a specific purpose (specific purpose loan), the borrower must provide the lender with the opportunity to control the use of the loan amount for a specific purpose.

If the borrower fails to comply with the terms of the loan agreement on the use of the loan amount for a specific purpose, the lender has the right to demand early repayment of the loan amount and payment of appropriate interest, unless otherwise provided by the agreement. If the loan amount in a normal loan is determined by mutual agreement between the bank and the lender, the maximum loan amount in a microcredit is determined by law. In addition, this type of loan is specific to the target loan and creates an obligation not to use the loan amount for the intended purpose, early termination of the loan agreement and repayment of the loan amount.

The next agreement to be concluded by microcredit organizations is a microloan agreement. According to Article 5 of the Law on Microfinance, microloans are funds provided by banks and microcredit organizations to an individual borrower in the amount not exceeding 50 million soums on terms of payment, maturity and repayment. Pursuant to Article 732 of the Civil Code, under the Loan Agreement, one party (the lender) transfers to the other party (the borrower) money or other items marked with type characteristics, and the borrower gives the lender a lump sum or in installments of the same amount or undertakes to return the items (loan amount) equal to the type, quality and quantity of the borrowed items.

According to S.Yu. Eshankulov, the borrower's use of money and other items determined by the characteristics of the type can be done only by consuming them. Therefore, the borrower can not be obliged to return the same money or goods after the expiration of the term of use of the loan object [16, - p. 13].

Therefore, the microcredit agreement also provides for the return of interest on the loan to the microcredit organization in the prescribed manner and time. In law enforcement practice, there are some disputes over the definition of the legal nature of microcredit and microcredit services provided by microcredit organizations and what type of service they belong to. In particular, the Kokand State Tax Inspectorate conducted in-house control over the activities of "Trusted Microcredit Organization", "Respect Plus Microcredit Organization" and "Golden Star Microcredit Organization" LLC in Kokand for 2014-2018 and provided services in accordance with the assignment agreement. And the single tax rate should be 33%, not 5% of gross income. As a result, at the rate of 33%, different MKTs were required to pay a single tax (from 1180812148 soums to 359.267.100 thousand soums).

However, the letter of the National Association of Microfinance Institutions of Uzbekistan №ID / 009 dated January 31, 2019 to the State Tax Committee of the Republic of Uzbekistan contains the following objections: Article 3 of the Law "On Microcredit Organizations" defines microcredit organizations as microcredit, microcredit, microleasing provide services in the field of delivery and therefore it is incorrect to evaluate the services they provide as assignment-based services. In the response letter of the State Tax Committee of the Republic of Uzbekistan to the National Association of Microfinance Institutions of Uzbekistan No. 22-04411 dated February 13, 2019, the activities of microcredit organizations on microcredit, microcredit and microleasing are not intermediary services [6, - 150 p].

Microleasing activities performed by microcredit organizations differ from other types of microfinance services in terms of their amount, and according to the first and second parts of Article 6 of the Law "On Microfinance", the microfinance organization provides microfinance services to third parties on behalf of the lessee. is a service that is provided for a fee to the lessee for possession and use on the terms specified in the contract. Microleasing is provided in the amount not exceeding 600 million soums in accordance with the legislation on leasing for business activities. According to O.T.Hazratkulov, at present, the efforts to further develop the activities of business entities in the country, to support farms producing agricultural products have put on the agenda the need to introduce leasing in the national economy. In turn, the financial crisis of business entities or

the lack of sufficient working capital increases the need for leasing [13, - p. 3].

Reflecting on the importance and necessity of leasing, E.R .Nabiev and M.D. Marpatov express the following opinion: due to the fact that today various forms and types of leasing are used and it is carried out in cooperation with specialized and other financial institutions, leasing the content is enriched [8, p. 18].

Economist E.A.Teltevskaya writes that in the context of globalization of the economy and the expansion of integration processes, various investments are of particular importance as a factor in increasing the competitive advantage of enterprises, which raises the problem of renewal of fixed assets and logistics. However, in many cases, companies do not have sufficient capital. Only large companies have the ability to issue additional shares or bonds. Banks, on the other hand, need to lend mainly to enterprises with a good credit history and high liquidity [12, -p. 3].

Commenting on the nature of the lease agreement and the need for its legal regulation, II Sharapov writes: the economic essence of property relations is the subject of legal regulation and determines the content of relevant legal norms, but in any case legal regulation is based on its own laws and existing approaches legal order should be established on the basis of [14, - p. 13].

V.V.Vitryansky, thinking about the importance of legal regulation of leasing, emphasizes the need to proceed from the existing system of legal regulation of property transactions in the regulation of leasing relations [1, - p. 25].

In our opinion, the legal regulation of leasing relations requires a correct understanding of its essence and the use of methods and tools of legal regulation on this basis. The fact that the current legislation uses a contractual approach to the legal regulation of leasing is due to the fact that the implementation of leasing activities is based on mutual agreement of the parties. Therefore, the development of leasing practices and ensuring their transparency, including meAndijan State University named after Z.M.Boburres to support the development prospects of small businesses, where leasing schemes are widely used, determine the importance and necessity of leasing activities today. Just as leasing is an important issue, so is the legal regulation of leasing. Because only if the leasing activity is regulated by law, economic development will grow on a systematic basis [7, - p. 15].

Another factoring agreement concluded by microcredit organizations is the factoring agreement. According to the first part of Article 749 of the Civil Code, one party (financial agent) to another party (client) under the financing agreement in exchange for waiver of a monetary claim in favor of

another person from the transfer of goods, works or services to the third party (creditor). provides or undertakes to disburse funds at the expense of the resulting monetary claim, and the client submits or undertakes to transfer this monetary claim to the financial agent. According to Yu. Efimova, self-factoring is a financial transaction in which the client carries out a debtor's debt to another company in order to receive a large part of the payment immediately and reduce the cost of settlement [3].

According to N.Grimberg, in the formation of a factoring relationship, "a contract is concluded with a financial agent, which provides for the supply of funds to the supplier at the expense of his monetary claims against the buyer (debtor). That is, the product supplier receives funds that can be put into circulation immediately upon shipment of the goods (sometimes even earlier). The financial agent gives the client funds (undertakes to give) at the expense of his monetary claim against a third party, and the client waives (undertakes to waive) this monetary claim in favor of the financial agent [2, - p. 5]. It turns out that factoring is a set of services provided in the field of lending to the supplier of goods at the expense of supply. In this regard, factoring can be recognized as an interconnected system of services. Consequently, the "wholesale" payment for all services will be cheaper than the separate payment for each financial service [10, p. 14].

The next contract concluded by microcredit organizations is the provision of consulting and information services related to the provision of microcredit, microloans, microleasing and other microfinance services. At the same time, microcredit organizations provide consulting and information services on the basis of a relevant collective agreement. This type of contract can also be described as a service contract for a fee. Because these types of services do not have a substantive legal form and are regulated by the provisions of Chapter 38 of the Civil Code.

In general, the system of contracts governing the activities of microcredit organizations is wide and diverse, mainly used as a means of financial support for small businesses and the poor. Therefore, most of these types of contracts are seen as collective and accession agreements.

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