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Special Characteristics of the Marriage Contract in Family Law

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Abstract:

The article presents the legal regulation and order of the marriage contract, the history of the marriage contract, its application in the practice of foreign countries, the formation of the institution of the marriage contract, and the specific features of the marriage contract.

Keywords: marriage, family, marriage contract, Western and Eastern Europe, marriage contract, courts of justice, Family Code, category of will, Commodity-money relations.

Introduction

According to the previously valid family-marriage legislation, the property relations of the spouses were regulated only by law. Any agreement regarding the management and disposal of the joint property of the spouses was considered illegal and invalid. In this case, it was considered that the spiritual foundations of the family are superior to the material foundations. The couple's property consisted mainly of household items (clothing, furniture) and therefore the usual things were not available. After all, during the time of the former union, the legal regime of joint property was in the interests of many families. There was no particular need to regulate marital property relations in a different way. However, the development of private ownership, the provision of wide opportunities and legal guarantees to it led to a radical change in the situation regarding the distribution of joint property of the spouses. Now there are families that earn enough to have the need to protect their wealth and their investment.

Moreover, today's events show that most of the representatives of the middle class want to sign a marriage contract when they get married. One of the main reasons for this is the large number of divorces and the presence of people who want to protect themselves from material losses, if not from spiritual losses, as a result of an unsuccessful marriage. Therefore, the marriage contract is important as an agreement defining the property rights and obligations of the spouses at the time of marriage or during the marriage. By concluding a marriage contract, the parties prevent various disputes that may arise in the future, and determine the legal fate of mutual property relations in advance.

The marriage contract has been valid in foreign and national practice for many centuries. Already in ancient Rome, contracts regarding the property of future spouses were made. In the countries of Eastern and Western Europe in the 16th-19th centuries, prenuptial agreements, which were widespread among different layers of the population, were popular. Such agreements were also known in the practice of the states that existed in the history of the peoples of Central Asia. Between the 20th and 21st centuries, archaeologists found 4,000-year-old inscriptions defining the property rights of future spouses in the Samarkand region. In these records, records of the property rights of each of the spouses at the end of the marriage are expressed.

The formation of the institution of marriage contract as a legal instrument regulating the contractual regime of marital property began in France, England, Germany, Austria and other countries in the late 18th and early 19th centuries. It is noted in the literature that the appearance of the marriage contract in the legislation of foreign countries is based, first of all, on the type of social development at that time, that is, on the fact that different strata felt the need for different solutions to their property problems.In France and England, it arose out of the need to preserve the right of the wife and her relatives to manage the pre-marital property and use the income from this property. It is for this purpose that the "courts of justice" started validating marriage contracts in which a part of the wife's property remained outside the control of the husband. The rules developed by the "Courts of Justice" are applied to property that is not part of the family's normal property, but is only one form of investment. Therefore, until the end of the 19th century in England, there were two types of matrimonial property: "common law" for the majority of the population and "equity" for the upper class of owners [1].

According to US law, the marriage contract can include practically everything, not only the property rights of the spouses, but also their obligations. It is only possible to participate in the upbringing of children and determine with which of the couple the children will remain after the separation. Consequently, it is noted in the literature that American courts have the right to decide how fair the terms of the marriage contract are [2].

In the modern understanding, the term marriage contract (contract) is used in most cases, first of all, as a Western (European) way of organizing a family, a relationship between spouses, which is widespread among the economically well-off stratum of the population. will be In fact, the marriage contract in most cases is intended for a small segment of the economically well-off population, and therefore does not arouse much interest for the majority of the population.However, the need for a marriage contract is also increasing as a result of the change in the relationship to private property, the widening of entrepreneurship, and the increase in the class of private owners. For this reason, the contractual procedure of the property of the spouses, i.e., the provisions related to the marriage contract, were introduced into the current legislation.

The concept of marriage contract is defined in Article 29 of the Family Code of the Republic of Uzbekistan [3]. According to it, the agreement of the parties to be married or the spouses during the period of marriage and (or) in case of separation of the husband and wife, defining

their property rights and obligations is considered a marriage contract.We all know that a marriage contract is not only an agreement between a husband and a wife that stipulates property rights and obligations, but also a complex legal fact that determines the legal fate of the property rights and obligations of the husband and third parties in the family.

The marriage contract differs from other civil-legal contracts with the following specific features: firstly, its subjects are bound by marital relations; secondly, the medium is strongly connected with personal relationships; thirdly, it is always a secondary legal relationship (since the marriage contract is a legal relationship that exists when the marriage is valid, and the annulment of the marriage leads to the annulment of the marriage contract); covering only property relations and not all relations between them.

The conclusion of a marriage contract is not considered a necessary condition for entering into marriage, therefore, the list of these conditions is expressed in Section 3 of the Family Code of the Republic of Uzbekistan and is considered strict. Therefore, the issues of concluding or refusing to conclude a marriage contract are decided voluntarily and independently by the husband or wife and the persons getting married, therefore, it is their right and not their obligation. At the same time, the principle of freedom to conclude a marriage contract applies, that is, the common will of the spouses, that is, their sole will, should be expressed in the marriage contract.

This principle describes the existence of the category of free will when concluding a marriage contract, and in accordance with the norms of civil law, in accordance with the marriage contract, fraud, coercion, intimidation, as well as extremely unfavorable conditions for the citizen due to the occurrence of difficult situations forced to conclude with the other party, and the other party takes advantage of this, the rule of invalidity of the transaction is applied to the remaining transaction (complicated transaction), it may be declared invalid by the court at the claim of such a victim (Article 123 of the Civil Code of the Republic of Uzbekistan - article) [4].

This case assumes that the marriage contract is recognized as a bilateral contract, and its legality is based on the provisions of civil law contracts, as well as their form.

In conclusion, the legal nature of the marriage contract can be understood as a civil-legal instrument of family-legal regulation of property relations between husband and wife. In this case, it is impossible to mechanically transfer the contractual mechanisms of civil law and individual contracts to the field of contractual regulation of property relations between husband and wife. This, in turn, refers to certain conditions and restrictions arising from the family-legal characteristics of (property) relations between spouses, which are based on the commonality of persons entering into marriage, as well as any social system, the main task of which is the birth and upbringing of children. , is possible when the goal of social appointment is met. In this sense, separate relations between spouses (including property relations) are considered to be normal between participants who have independence in civil dealings and act on the basis of free will. It is important that it should not be allowed to turn into commodity-money relations.

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