



DEPOSITORY AGREEMENT

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Abstract

The deposit agreement is discussed based on information about its significance, content, and concept in civil legal relations. Furthermore, general concepts regarding the object, subject, term, and price of a storage agreement, as well as the grounds for their practical application. Several types of these contracts have been identified in practice, and their distinctive features that distinguish them from other contracts are highlighted. For the purpose of a comprehensive study of the safekeeping agreement, the specific features of the safekeeping agreement in the Civil Code of a foreign country, namely France, were additionally studied.

Keywords: Depository agreement, custodian, consignor, legal characteristics, object, subject, term, price, rights and obligations of the parties, types of depository agreements, pawnshop storage, garment storage, hotel storage, transport organization warehouses, and sequestration.

Introduction

To fully satisfy the needs of citizens and create broad conveniences for them, that is, based on their demands and needs, various contracts in civil legal relations are actually fulfilling their functions. For the regulation and development of civil legal relations, there are such contracts as a sales contract, an exchange contract, a property lease agreement, and a loan agreement. In addition to these contracts, we can mention the safekeeping agreement. The safekeeping agreement



is regulated by the Civil Code of the Republic of Uzbekistan to regulate relations in civil legal relations. This article discusses the legal significance and meaning of the storage agreement, as well as the procedure for its practical application.

The safekeeping agreement ensures the safe and harmless storage of items, prevents potential damage to them, and returns them intact to their owners. This contract existed in ancient times, and at that time, it fulfilled the function of safeguarding property and returning it to its owner. That is, here we can see that the custodian had only the right to own property, but had no opportunity to use or manage it. In a storage agreement, one party enters into a civil legal relationship as the custodian and the other party as the consignor. In this case, the custodian of the property transferred by the consignor to the custodian assumes the obligation to safeguard the property in its entirety and deliver it within the established timeframe. The entities participating in the deposit agreement are the custodian and the consignor. Individuals and legal entities may participate unlimitedly as cargo handlers. Citizens and legal entities can act as depositors. In this case, an organization that carries out safekeeping as one of the goals of its professional activity, a professional safekeeper, can participate. Legal entities may act as custodians if their charters do not impede them from carrying out safekeeping.

The form of a depository agreement may be determined based on the circumstances at the time of its conclusion. Therefore, they must adhere to a simple written form otherwise, the contract is considered invalid. In practice, it has been emphasized that written form must be followed in most cases. Specifically, the following exceptions have been noted:

1. When one party is a legal entity in a custody agreement.
2. In the event that the property being deposited exceeds ten times the basic calculated value.

Furthermore, to prove that it is in writing, the depositor's issuance of a numbered token, receipt, and receipt to the depositor indicates that it is in writing. In some cases, written form is not required. Contracts concluded for them in the event of a natural disaster, in exceptional cases, in case of illness, and in cases of danger are equivalent to contracts concluded in writing and are considered valid.

Just as every contract has its own specific legal characteristics, the safekeeping contract also has its own specific characteristics. The first sign is that it is a real contract. In this case, it is considered concluded between citizens, that is, from the



moment the cargo is delivered by the depositor to the custodian. That is, at that time, rights and obligations arise between the participants. The consensual nature of this agreement is that in cases where the parties are a professional custodian or a legal entity, it is considered a contract with a consensual legal character. It is noted that the next symbol is free or paid [2]. In this case, whether it is free or paid is determined based on the legal entity of the participating parties. If the depositor does not receive any payment from the depositor for the stored cargo, it is considered free. The final characteristic belongs to the type of one-sided and two-sided contract. That is, if a contract concluded between the participants gives rise to a right on one side and an obligation on the other, then it is considered a unilateral contract. If rights and obligations arise between two parties, it falls under the category of a bilateral contract.

Let's discuss the subject and object of the deposit agreement. The subject of this agreement is the set of services provided by the depositor, i.e., the mark that distinguishes the depositor's activities from other depositors. What possibilities and safeguards can be provided for the cargo delivered by the consignor? Regarding the object, items that have not been withdrawn from civil legal relations and, in most cases, are consumed by citizens can be the object. Consequently, only movable property can be the object of a storage agreement. Real estate, namely buildings, land plots, and land plots, cannot be the object of this contract. Only in one case can they participate in this contractual legal relationship at the time they are transferred for safekeeping in the sequestration procedure.

A storage agreement is considered concluded when the cargo is handed over to the custodian. That is, the deadline is agreed upon and begins at the time the cargo is delivered to the custodian. That is, the content of the safekeeping agreement is the safekeeping of the cargo for a specified period. A depository agreement can be fixed-term or indefinite. The reason it is called fixed-term is that it must be stored for a certain period during the contract formation. If the depositor does not receive the cargo from the custodian on time after the expiration of the period, the custodian must notify the depositor in writing. If the depositor does not receive the cargo within three months after a written notification, the custodian may sell the cargo according to established procedures or put it up for auction. From the received funds, the depositor must withhold the amount due to them, and the remaining portion must be paid by the depositor. If the delivery is indefinite, the goods remain



with the custodian until they are claimed. The custodian must provide a suitable time for requesting it.

Another important condition of this contract is its value. The price of the contract must be agreed upon at the time of its conclusion. That is, about when and how much must be paid. The amount of money can ultimately be paid by the depositor at the time the cargo is delivered to the consignor, or it can be paid for a certain period. The custodian must notify the depositor of any additional expenses incurred for the storage of the cargo and obtain their consent. If, after a letter has been sent to the consignor, the consignor does not respond, the consignor expresses their agreement. If additional measures need to be taken in exceptional circumstances and there is no other way to save the cargo, it is not necessary to request permission for these expenses. Finally, the shipper is obligated to compensate for these expenses accordingly. In this case, the custodian is obligated to prove that if these expenses are not incurred, there is no way to preserve the property and it is impossible to manage such a situation. Otherwise, they will be unable to claim the additional expenses from the depositor.

The rights and obligations of a depository agreement that has entered into a civil legal relationship must be specifically addressed. Determining the rights and obligations of this contract depends on its real, consensual, gratuitous, remuneration, and duration. That is, the rights and obligations of these parties arise from the moment the shipper delivers the cargo. If the deposit agreement specifies the delivery time for the cargo, the depositor must wait until that time and accept it. If the custodian refuses to accept the cargo, they have the right to be held liable by the consignor and to demand compensation for the damage caused. Furthermore, the custodian cannot demand the delivery of the cargo from the consignor. If the depositor fails to deliver the cargo within the specified timeframe, they must fully compensate the depositor for any damages incurred. It was stated that the custodian must keep the object of this agreement intact for the specified period. We previously reviewed the requirements for the deadline. Now, let's discuss the requirement for property integrity. At the time of concluding the contract, the custodian must agree on the type, quality, size (kg, liter, meter) of the transferred property and the storage requirements. Ultimately, this will be necessary to avoid disputes when transferring the property. In addition, it is necessary to take into account the loss of natural quality and deterioration of the transferred property. If



the custodian intentionally causes damage to the property, they are liable for the damages incurred. Furthermore, another requirement for a custodian is that they must have a license for this specific activity in the prescribed manner. That is, it is a requirement for storing certain items. These include flammable, radioactive, explosive, and potentially harmful substances. Special requirements are imposed for the storage of these items, and the custodian must be notified when the cargo is delivered. If the requirements for special safekeeping are not met, the custodian is not liable. However, if damage occurs despite the shipper's warning, the custodian is liable. In cases where these stored items are harmful to the public and it is impossible to notify the shipper, the appropriate procedure must disinfect the property. This agreement defines the procedure for the preservation of dispossessed property. That is, the property entrusted to the custodian is stored together with similar properties and retrieved from those properties upon request.

To change the supply and demands at the time of the deposit agreement, the depositor must obtain the depositor's permission. If the depositor does not respond after submitting the proposal, the depositor is considered to have accepted the proposal. A bonus is provided for the safekeeping of the property entrusted by the consignor. That is, they can receive it at any time or receive it in full upon the expiration of the contract.

At the international level, the French depository agreement (contrat de dépôt) is widely mentioned in Articles 1915-1964 of the Civil Code[6]. The French Civil Code fully explains the concept of a safekeeping agreement, its significance, and content. This means that one party, the depositor, keeps the depositor's property and returns it in its original condition. The most striking aspect of this state's deposit agreement is "bon père de famille," which means "a family-loving father is a rule." Regarding the essence of the "family-loving grandfather rule," it is indicated that the custodian should act in the same manner as a moderately responsible, intelligent, and cautious person regarding the property being preserved. In this case, the norms of responsibility and protection of property from damage will be established. That is, if the custodian damages the property or loses it, the minimum rate for determining it has been established. It is easy to determine the degree of property damage and the degree of liability through this criterion.

Let's analyze the similarities and differences between the Civil Code of the Republic of Uzbekistan and the Civil Code of France. The code of a foreign state



includes about fifty articles in the deposit agreement itself. That is, we can see that France's legislation is broader and there are fewer conflicts in practice. That is, within fifty articles, an explanation for each clause and the procedure for its practical application are provided. In our country, however, by superficially explaining these laws, we can see that there is no full-fledged legislation. This can be seen in the "Family-loving father" standard. The minimum indicators for treating property and determining damage have been established.

In short, a safekeeping agreement is a contract developed to create conveniences for property owners and ensure the safe storage of their property. Consignees can use this agreement if they cannot safely store their property. We would like to propose establishing minimum norms and rules for this contract. Moreover, it would be more appropriate if the procedure for applying these norms in practice and providing the public with comprehensive information about these concepts, as well as their mandatory written formatting, were made more compulsory to avoid misunderstandings between the participating parties.

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