

**SHARTNOMA TUZISHDAN OLDINGI MUZOKARALARDA TARAFLARNING
AXBOROT BERISH MAJBURIYATINI BUZGANLIK UCHUN
FUQAROLIK-HUQUQIY JAVOBGARLIK**

Fayzullayev Sardorbek Sanjar o'g'li

Sarbo'n universiteti o'qituvchisi.

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Annotatsiya. Mazkur maqolada shartnoma tuzishdan oldingi muzokaralarda taraflarning axborot berish majburiyati va uni buzganlik uchun fuqarolik-huquqiy javobgarlik masalalari tahlil qilinadi. Shartnomaoldi munosabatlarda halollik tamoyilining ahamiyati, muhim axborotni yashirish yoki noto'g'ri ma'lumot taqdim etish oqibatlarini, yetkazilgan zararni qoplash shartlari hamda milliy qonunchilikni takomillashtirish istiqbollari o'rganiladi. Xorijiy huquqdagi culpa in contrahendo doktrinasi va xalqaro shartnoma tamoyillari asosida shartnomaoldi javobgarlikni huquqiy tartibga solishga doir takliflar ishlab chiqiladi.

Kalit so'zlar: shartnomaoldi muzokaralar, axborot berish majburiyati, fuqarolik-huquqiy javobgarlik, halollik tamoyili, zararni qoplash, insofsiz muzokaralar, shartnoma erkinligi.

**CIVIL LIABILITY FOR BREACH OF THE PARTIES' DUTY TO PROVIDE
INFORMATION DURING PRE-CONTRACTUAL NEGOTIATIONS**

Abstract. This article examines the parties' duty to provide information during pre-contractual negotiations and civil liability for breach of this duty. It explores the importance of the principle of good faith in pre-contractual relations, the consequences of withholding material information or providing inaccurate information, the conditions for compensation for damages, and prospects for improving national legislation. Drawing on the culpa in contrahendo doctrine in foreign law and international contract principles, the article develops proposals for improving the legal regulation of pre-contractual liability.

Keywords: pre-contractual negotiations, duty to provide information, civil liability, principle of good faith, compensation for damages, bad-faith negotiations, freedom of contract.

Kirish

Fuqarolik-huquqiy munosabatlarda shartnoma taraflarning iqtisodiy manfaatlarini muvofiqlashtirish, huquq va majburiyatlarini belgilash hamda o'zaro hamkorlikni huquqiy jihatdan mustahkamlashning asosiy vositalaridan biri hisoblanadi. Biroq shartnomaviy munosabatlar, odatda, shartnoma tuzilishidan oldin olib boriladigan muzokaralardan boshlanadi.

Ushbu jarayonda taraflar shartnoma predmetining xususiyatlari, uning qiymati, bajarilish shartlari, mavjud xavf-xatarlar va kelajakdagi majburiyatlarga ta'sir qiluvchi boshqa holatlar yuzasidan axborot almashadilar. Shu sababli taqdim etiladigan ma'lumotlarning ishonchliligi va yetarliligi shartnoma tuzish to'g'risidagi qarorni shakllantirishda muhim ahamiyat kasb etadi.

Shartnoma tuzishdan oldingi muzokaralarda taraflarning axborot berish majburiyati buzilishi fuqarolik muomalasida ishonchning zaiflashishiga, asossiz xarajatlarning yuzaga kelishiga va mulkiy manfaatlarining buzilishiga olib kelishi mumkin.

Xususan, muzokara ishtirokchilaridan biri shartnoma uchun muhim bo'lgan ma'lumotni qasddan yashirsa, noto'g'ri axborot taqdim etsa yoki boshqa tarafni chalg'itadigan xatti-harakatlarni sodir etsa, ikkinchi taraf o'z iqtisodiy manfaatlariga mos kelmaydigan qaror qabul qilishi ehtimoli ortadi.

Mazkur holat shartnoma tuzish erkinligi bilan muzokaralarda halol va oqilona harakat qilish talabi o'rtasidagi nisbatni aniqlash zaruratini yuzaga keltiradi. Chunki tarafning shartnoma tuzish yoki undan voz kechish huquqi saqlangan holda, muzokaralar davomida boshqa tarafning qonuniy manfaatlariga asossiz zarar yetkazilishining oldini olish ham ta'minlanishi lozim. Shu jihatdan shartnomaoldi axborot berish majburiyatini buzganlik uchun fuqarolik-huquqiy javobgarlikni o'rganish nazariy va amaliy ahamiyatga ega. Maqolaning maqsadi shartnoma tuzishdan oldingi muzokaralarda axborot berish majburiyatining huquqiy mohiyatini ochib berish, uni buzganlik uchun javobgarlik shartlarini aniqlash va O'zbekiston Respublikasi fuqarolik qonunchiligini takomillashtirishga doir takliflarni asoslashdan iborat.

Introduction

In civil-law relations, contracts are one of the principal instruments for reconciling the economic interests of the parties, defining their rights and obligations, and establishing a legally binding framework for cooperation. However, contractual relations generally begin with negotiations conducted before the contract is concluded. During this process, the parties exchange information concerning the characteristics of the subject matter, its value, the terms of performance, existing risks, and other circumstances that may affect their future obligations.

Accordingly, the reliability and adequacy of the information provided play an important role in shaping decisions regarding the conclusion of a contract. A breach of the parties' duty to provide information during pre-contractual negotiations may undermine trust in civil transactions, give rise to unjustified expenses, and adversely affect property interests. In particular, where one party deliberately conceals material information, provides inaccurate information, or engages in conduct intended to mislead the other party, the latter may be more likely to make decisions that are contrary to its economic interests.

This situation necessitates an examination of the relationship between freedom of contract and the requirement to act in good faith and reasonably during negotiations. While the parties retain the right to conclude a contract or withdraw from negotiations, it is equally important to prevent unjustified harm to the legitimate interests of the other party during the negotiation process. In this regard, examining civil liability for breach of the duty to provide information during pre-contractual negotiations is of considerable theoretical and practical significance. The purpose of this article is to clarify the legal nature of the duty to provide information during pre-contractual negotiations, identify the conditions for liability arising from its breach, and substantiate proposals for improving the civil legislation of the Republic of Uzbekistan.

Tadqiqot metodologiyasi

Tadqiqot davomida formal-yuridik, tizimli tahlil, qiyosiy-huquqiy va mantiqiy tahlil metodlaridan foydalaniladi. Formal-yuridik metod fuqarolik qonunchiligining tegishli qoidalarini mazmunan tahlil qilishga, qiyosiy-huquqiy metod esa milliy huquqiy yondashuvlarni xalqaro shartnoma tamoyillari bilan taqqoslashga xizmat qiladi. Tizimli tahlil orqali axborot berish majburiyati, halollik talabi va zararlarni qoplash o'rtasidagi o'zaro bog'liqlik aniqlanadi.

Research Methodology

This study employs formal legal analysis, systematic analysis, comparative legal analysis, and logical analysis. The formal legal method is used to examine the substance and interpretation of relevant provisions of civil legislation, while the comparative legal method serves to compare national legal approaches with international contract principles.

Systematic analysis is applied to identify the interrelationship between the duty to provide information, the principle of good faith, and the compensation of damages. These methods collectively provide a basis for assessing civil liability for breaches of the duty to provide information during pre-contractual negotiations and for developing proposals to improve the relevant legal framework.

Shartnomaoldi muzokarlarda axborot berish majburiyatining huquqiy mohiyati

Shartnomaoldi muzokaralar mustaqil shartnomaviy munosabatlar shakllanishidan avvalgi bosqich bo'lib, unda taraflar kelajakdagi bitimning mazmuni va shartlarini muhokama qiladilar.

Ushbu bosqichning asosiy xususiyati shundaki, taraflar hali yakuniy shartnomani tuzmagan bo'lishlariga qaramay, ularning xatti-harakatlari boshqa ishtirokchining iqtisodiy qarorlariga bevosita ta'sir ko'rsatishi mumkin. Shu sababli muzokaralarni faqat shartnoma tuzishga olib boradigan texnik jarayon sifatida emas, balki taraflarning qonuniy manfaatlari muhofaza qilinishi lozim bo'lgan huquqiy munosabatlar bosqichi sifatida baholash maqsadga muvofiq.

Axborot berish majburiyati shartnoma tuzish uchun muhim bo'lgan holatlar to'g'risida boshqa tarafga tegishli va ishonchli ma'lumot taqdim etish zarurati bilan izohlanadi. Biroq ushbu majburiyat barcha ma'lumotlarni cheklanmagan tarzda oshkor etish talabini anglatmaydi. Uning chegaralari shartnoma turiga, taraflarning huquqiy maqomiga, ma'lumotning ahamiyatiga, uni olish imkoniyatlariga va qonunchilik talablariga qarab belgilanadi.

Masalan, ko'chmas mulk oldi-sotdisi bo'yicha muzokarlarda mulkka nisbatan mavjud huquqiy cheklovlar yoki uchinchi shaxslarning huquqlari haqida muhim ma'lumotni yashirish xaridorning qaroriga jiddiy ta'sir ko'rsatishi mumkin. Xuddi shuningdek, tovar yetkazib berish bo'yicha muzokarlarda tovarning asosiy xususiyatlari yoki uni yetkazib berishga to'sqinlik qiladigan holatlar haqida noto'g'ri ma'lumot berish ikkinchi tarafning xarajatlariga sabab bo'lishi mumkin. Bunday misollar axborotning huquqiy ahamiyatini baholashda uning shartnoma tuzish qaroriga ta'sirini aniqlash zarurligini ko'rsatadi.

Shu bilan birga, muzokarlarda axborot bermaslikning o'zi har doim huquqbuzarlikni anglatmaydi. Huquqiy javobgarlik masalasini hal qilishda ma'lumotni oshkor etish majburiyati mavjud bo'lgan-bo'lmaganligi, axborotning muhimligi, tarafning xabardorligi va xatti-harakatning xususiyati aniqlanishi kerak. Aynan shu mezonlar halol tijorat muzokaralari bilan boshqa tarafni chalg'itishga qaratilgan insofsiz xatti-harakatlarni farqlash imkonini beradi.

The Legal Nature of the Duty to Provide Information During Pre-Contractual Negotiations

Pre-contractual negotiations constitute a stage preceding the formation of contractual relations, during which the parties discuss the content and terms of a prospective agreement. The main characteristic of this stage is that, although the parties have not yet concluded a final contract, their conduct may directly influence the economic decisions of the other participant. Therefore, negotiations should not be regarded merely as a technical process leading to the conclusion of a contract, but rather as a stage of legal relations in which the legitimate interests of the parties deserve protection.

The duty to provide information arises from the need to furnish the other party with relevant and reliable information concerning circumstances that are material to the conclusion of a contract.

However, this duty does not imply an unlimited obligation to disclose all available information. Its scope depends on the type of contract, the legal status of the parties, the significance of the information, the parties' ability to obtain it independently, and the applicable legal requirements. For example, during negotiations for the sale and purchase of real estate, concealing material information about existing legal restrictions on the property or the rights of third parties may significantly influence the buyer's decision. Similarly, during negotiations for the supply of goods, providing inaccurate information about the essential characteristics of the goods or circumstances that may prevent their delivery may cause additional expenses for the other party. These examples demonstrate that assessing the legal significance of information requires determining its potential influence on the decision to conclude a contract.

Nevertheless, the mere failure to provide information during negotiations does not automatically constitute a legal violation. In determining whether civil liability may arise, it is necessary to establish whether a duty to disclose the information existed, whether the information was material, whether the party was aware of the relevant circumstances, and what the nature of its conduct was. These criteria make it possible to distinguish good-faith commercial negotiations from conduct intended to mislead the other party.

Shartnomaoldi javobgarlik va zararni qoplash muammolari Shartnomaoldi muzokaralarda axborot berish majburiyatining buzilishi natijasida zarar ko'rgan tarafning huquqlarini tiklash uchun zararni aniqlash va uning huquqbuzarlik bilan bog'liqligini isbotlash muhim ahamiyatga ega. O'zbekiston Respublikasi Fuqarolik kodeksida zararlarni qoplashning umumiy qoidalari mavjud bo'lib, ular tegishli huquqiy asos mavjud bo'lgan hollarda qo'llanadi.

Biroq shartnomaoldi munosabatlarda zararining tarkibi va javobgarlik chegaralarini belgilash muayyan qiyinchiliklarni keltirib chiqarishi mumkin.

Birinchidan, muzokaralar davomida amalga oshirilgan xarajatlarning qaysi qismi qoplanishi mumkinligini aniqlash zarur. Hujjatlar tayyorlash, ekspertlarni jalb qilish, mahsulotni tekshirish yoki boshqa tayyorgarlik harakatlariga sarflangan xarajatlar tegishli shartlar mavjud bo'lsa, zarar tarkibiga kiritilishi mumkin. Biroq xarajatlarning amalga oshirilganligi o'z-o'zidan ularni to'liq qoplash uchun yetarli emas. Ularning zarurati, oqilonaligi va insofsiz xatti-harakat bilan sababiy bog'liqligi tekshirilishi kerak.

Ikkinchidan, boshqa shartnoma tuzish imkoniyatidan mahrum bo'lish natijasidagi yo'qotishlarni aniqlash masalasi mavjud. Masalan, bir taraf ikkinchi tarafning jiddiy va ishonchli muzokara olib borayotganiga asoslanib, uchinchi shaxs bilan shartnoma tuzish imkoniyatidan voz kechgan bo'lishi mumkin. Agar keyinchalik dastlabki taraf muzokaralarni boshidan shartnoma tuzish niyatidagi olib borгани aniqlansa, yuzaga kelgan yo'qotishlarni baholash zarurati tug'iladi.

Bunday talabning qoplanishi esa tegishli huquqiy asos va isbotlash talablariga bog'liq.

Pre-Contractual Liability and the Challenges of Compensation for DamagesIn order to restore the rights of a party that has suffered loss as a result of a breach of the duty to provide information during pre-contractual negotiations, it is essential to determine the extent of the damage and establish a causal link between the unlawful conduct and the resulting loss. The Civil Code of the Republic of Uzbekistan contains general provisions governing compensation for damages, which may apply where the relevant legal grounds are established. However, determining the scope of recoverable losses and the limits of liability in pre-contractual relations may present certain legal and practical challenges.

First, it is necessary to determine which expenses incurred during negotiations may be recoverable. Expenses associated with preparing documents, engaging experts, inspecting goods, or undertaking other preparatory activities may be included in the calculation of damages where the relevant legal conditions are satisfied. Nevertheless, the mere fact that such expenses have been incurred does not automatically entitle the affected party to full compensation. Their necessity, reasonableness, and causal connection with the other party's bad-faith conduct must be established.

Second, the issue of losses resulting from the loss of an opportunity to conclude another contract requires consideration. For example, one party may decline an opportunity to enter into a contract with a third party because it reasonably believes that the other party is conducting serious and genuine negotiations. If it subsequently emerges that the latter had engaged in negotiations from the outset without any genuine intention of concluding the proposed contract, it may become necessary to assess the resulting losses. Whether such losses are recoverable depends on the applicable legal grounds and the fulfillment of the relevant evidentiary requirements.

Xulosa

O'tkazilgan tahlil shuni ko'rsatadiki, shartnoma tuzishdan oldingi muzokarlarda axborot berish majburiyati fuqarolik muomalasida halollik va ishonchni ta'minlash, taraflarning qonuniy manfaatlarini muhofaza qilish hamda asossiz zararlarining oldini olishda muhim ahamiyatga ega.

Ushbu majburiyatning buzilishi boshqa tarafning shartnoma tuzish haqidagi qaroriga ta'sir ko'rsatishi va uning mulkiy manfaatlariga zarar yetkazishi mumkin.

Shartnomaoldi javobgarlikni belgilashda shartnoma tuzish erkinligi va muzokarlarda halol harakat qilish talabi o'rtasidagi muvozanatni saqlash zarur. Bunda noto'g'ri axborot taqdim etish, muhim ma'lumotlarni yashirish yoki boshqa tarafni chalg'itish holatlari mavjudligi, shuningdek, yetkazilgan zarar va uning tegishli xatti-harakat bilan sababiy bog'liqligi aniqlanishi lozim. Shu bilan birga, shartnoma tuzilmaganligining o'zi javobgarlik uchun yetarli asos bo'la olmaydi.

Umuman olganda, shartnomaoldi muzokarlarda axborot berish majburiyatini buzganlik uchun fuqarolik-huquqiy javobgarlik masalasini tizimli o'rganish milliy fuqarolik qonunchiligini takomillashtirish, shartnomaviy munosabatlarda ishonchni mustahkamlash va fuqarolik muomalasi ishtirokchilarining huquqlarini samarali himoya qilishga xizmat qiladi.

Conclusion

The analysis demonstrates that the duty to provide information during pre-contractual negotiations plays an important role in promoting good faith and trust in civil transactions, protecting the legitimate interests of the parties, and preventing unjustified losses. A breach of this duty may influence the other party's decision to conclude a contract and adversely affect its property interests.

When determining pre-contractual liability, it is essential to maintain a balance between freedom of contract and the requirement to act in good faith during negotiations. This requires establishing whether inaccurate information was provided, material information was concealed, or the other party was misled, as well as determining the existence of damage and a causal link between the relevant conduct and the resulting loss. At the same time, the mere failure to conclude a contract cannot, in itself, constitute sufficient grounds for imposing liability.

Overall, a systematic examination of civil liability for breaches of the duty to provide information during pre-contractual negotiations can contribute to improving national civil legislation, strengthening trust in contractual relations, and ensuring the effective protection of the rights and legitimate interests of participants in civil transactions.

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