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TYPES, FORMS AND PROCEDURE OF CONTRACT CONCLUSION IN CIVIL LAW

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Abstract

This article describes the types of contracts, their content, the procedure for concluding a contract, the regulation of contractual relations, the forms of concluding a contract, and proposals for this.

Key words

Contract, types of contract, offer, acceptance, real contract, consensual contract, contract concluded for a fee, contract concluded free of charge, contract concluded in favor of a third party

The contract between the parties participating in it is legal and one-sided, two depending on the mutual distribution of obligations divided into bilateral and multilateral agreements. In one of the parties participating in a unilateral contract

only a right and no obligation, on the other hand and it will only be an obligation. For example, in the loan agreement, the debtor received the sum of money that he lent to the lender at the right time has the right to demand. In a bilateral contract, both parties have exclusive rights and will have an obligation. Such a contract is a contract of sale can be cited as an example. Such a contract is a contract of sale

can be cited as an example. This contract is sold by the seller having the right to demand the price of the item, the item sold is obliged to hand over to the receiver, and the receiver is obliged to pay the price of the apgyo he is receiving is required to pay and has the right to claim the purchased item. Most of the contracts concluded in civil transactions bilateral, that is, from the above-mentioned sales contract except for product delivery, property lease, contract, etc consists of contracts. There are also multilateral agreements, in which the parties are three and

will be more than that.[1]

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Contracts are divided into paid and free contracts. Contracts concluded for a fee, one party receives a fee in money or property in exchange for the property, services rendered. For example, a party lessee of a property for temporary use is obligated to pay rent for its use. Examples of such fee-based contracts include sales, product delivery, exchange, contract and many other contracts. If there are no other provisions of the law, the contract is considered to be a contract concluded for a fee, unless the essence of the contract is misunderstood.

In a gratuitous contract, one party can transfer some property or do some work without taking any fee for the benefit of the other party. For example, under a gift contract, a property owner gives some of his property to another person for free. Free use, interest-free loan agreements are also included in free contracts.[2]

Contracts concluded in favor of a third party, as a general rule, the rights and obligations arising from the contract arise for the parties involved in the conclusion of the contract. In some cases, the contract may be concluded in favor of a third party. An example of a contract concluded in favor of a third party is an insurance contract. The third party is not considered a separate party in the contract. However, as stated in Article 362 of the Civil Code, if the law or the contract does not provide for a special procedure, from the moment when the third party informs the debtor of his intention to exercise his right under the contract, the parties may cancel the contract concluded by themselves without the consent of the third party. cannot do or change. If the person who concluded the contract stipulated the fulfillment of the obligation arising from the contract towards a third party, unless otherwise specified in the contract, the fulfillment of the obligation may be demanded by both the person who concluded the contract and the third party in whose favor the fulfillment of the obligation is indicated.[3]

The general arrangement of the contract is determined by two periods. The first period is the period of invitation to conclude a contract; this is an offer, and the offeror is called an offerer.

The second period is the period of acceptance of the offer to conclude a contract; this acceptance is said to be the acceptor who accepts the offer.[4]

The rules on the general procedure for concluding a contract are given in Articles 364-381 of the Civil Code. These rules state that if an offer to conclude a contract (oferta) is made with a deadline for a response, in this case, a response to the acceptance of the offer by the other party to the contract (acceptor) it is considered to be made only if it is received by the offeror within this period. A contract is concluded when the person who sent the offer receives its acceptance.[3]

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An offer to enter into a contract (oferta) may be withdrawn until the acceptor is notified. However, once it has been accepted by the acceptor, it cannot be withdrawn within the period specified for acceptance.

The offer can be directed to a specific person or to non-specific persons. For example, advertising a product, offering one's own service is considered an offer sent within the scope of private individuals. Such an offer is usually referred to as a public offer. The response of the person to whom the offer was sent that he accepted it is considered acceptance. Acceptance must be complete and unconditional. Unless otherwise provided by law, business practice, or previous business relationship of the parties, silence is not acceptable.[5]

According to the current legislation, in order for the contract to be considered valid, the will of the subjects making it must conform to the form established by the law. Contracts are usually made verbally or in writing.

All contracts can be concluded verbally if:

a) if the written form is not specified in the law or in the agreement of the parties;

6) they are executed as soon as they are concluded (with the exception of contracts that require notarization, state registration, as well as non-observance of a simple written form will be considered invalid;

v) if the contract is concluded for the purpose of execution of the contract concluded in written form and the execution is agreed between the parties orally. All other contracts shall be concluded in writing.[6]

In short, making changes and additions to the laws in force in our country regarding the regulation of contractual relations between the parties, using foreign experiences, and therefore creating artificial intelligence (telegram bots, sites, programs) that work on concluding contracts is contractual helps to improve the regulation of relations.

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