



**OBLIGATIONS ARISING FROM CONTRACTUAL RELATIONS IN SPORTS
(FOOTBALL) LAW IN UZBEKISTAN**

Dexqonov Baxodir Burxonovich
Kokand State Pedagogical Institute

Annotation: this article covers the legal basis for the implementation of contractual relations (employment contracts concluded between football clubs and coaches) in Sports (Football) law, as well as the obligations arising from it, and the fact that the creation of these grounds is relevant for the development of a football sport.

Keywords: contract, commitment, coach, assistant coach, goalkeeping coach, coaching license, football club, season, training, sports competition, tournament.

The phrase commitment is as frequent in the sports field as in all areas. But this term has a legal and non-legal meaning. An obligation that does not have a legal content is between the subjects involved in the sports sector, which does not generate a specific legal relationship, while in an obligation that has a legal meaning, a certain legal relationship arises mainly between the subjects in the sports field. In both cases, the subjects of the obligation require the fulfillment or self-preservation of the action provided for in it, but the difference is that if a legal meaning, that is, a non-essential obligation, is not fulfilled, no legal consequence, that is, liability, such a consequence can occur only if the obligation of legal importance is not fulfilled. Hence, obligation is the sum of property and non-property relations regulated by the norms of civil law, due to which the obligation has a form of legal relationship. In such a relationship, two parties take part, one of which is the debtor, the other is called the creditor. The debtor is obliged to perform certain actions in favor of the creditor, the creditor will have the right to demand the execution of this action.

Obligations in the field of Sports also arise as a result of the occurrence of certain legal facts in other areas, that is, like all civil legal relations. As a basis for the emergence of civil legal obligations, Part 2 of Article 8 of the Civil Code provides for the following legal facts: 1) from contracts and other agreements provided for by law, as well as contracts and other agreements that, although not provided for by law, but do not contradict it; 2) from the documents of state bodies or self-government bodies of citizens, provided by law as the basis for the emergence of civil rights and duties; 3) from the court's decision to establish civil rights and duties; 4) as a result of obtaining property on the grounds imposed by the law; 5) as a result of the creation of works of science, literature, ; 9) as a result of phenomena that link legislation with the origin of civil law consequences.

We can see that obligations arising from contractual relations in Sports (Football) law can also be vacated from contracts and other agreements provided for by law, as well as from contracts and other agreements that, although not provided for by law, but do not contradict it, "as indicated in Paragraph 1 of Article 8 of the civil code.

Because, although contracts between football clubs and football coaches in the field of sports are theoretically included in the type of employment contracts in the Republic of Uzbekistan, in



practice there is no understanding of this type of contract in labor legislation. Therefore, particular attention should be paid to the obligations arising from the agreements concluded between the football club and the coach, taking into account the inclusion of this agreement in the category “although not provided for by law, but contracts and other agreements that do not contradict it”, as well as the fact that the obligations arising from these agreements are considered. At this point, considering that the role of football coaches in the development of football and the involvement of young people in football in our country is immeasurable, we should pay special attention to what document is required to become a coach in the first place.

As we know, to engage in coaching activities, first of all, a coaching license is required. Persons with special knowledge and skills in the Republic of Uzbekistan are admitted to the “coaching courses” of the Football Association of Uzbekistan, and specialists who complete this course are given the license types “A”, “B”, “C”, “PRO”. Specialists who have these licenses will be able to directly engage in coaching activities. With a professional who has a coaching license, the football club enters into an employment contract, that is, the parties enter into a mutual employment relationship through a contract. The contract between a professional with a coaching license and a football club imposes certain rights and obligations on both parties. Based on this, referring to the obligations of the parties arising from the charter between the football club and the coach, first of all, the coach is responsible for the following: a) fulfillment of the terms of the contract; b) conscientiously fulfill the task entrusted to him; c) comply with the rules of the internal order of the club; d) respect the “image” of the club; e) carry out the work stipulated by the contract at the proper level; f) maintain an atmosphere of solidarity in the team; g) comply with the requirements of performance, labor and technological discipline; h) plan, control and coordinate; k) in order to fulfill the duties assigned to the club, it is necessary to carry out all reasonable actions within the framework of the requirements of the law; at this point, if we dwell on the obligations of the football club as the second side of the sharnoma, the Football Club is obliged before the coach to the following: a) comply with the terms; d) not to interfere or hinder the activities of the coach in connection with the performance of his obligations; e) to properly fulfill the requirements that the coach sets for the club in connection with the fulfillment of his obligations; f) to treat the coach in case of injury in connection with labor activity; g) the contract shall make the compensation payment specified in These listed obligations are those arising from contracts between the football club as well as the head coach of the club. At the same time, the parties have mutual rights and obligations in the agreements between the football club and the assistant coach, the football club and the coach in charge of physical training, as well as the football club and the goalkeeper coach. In contrast to the head coach, these responsibilities include an assistant coach, a coach in charge of physical training, and a goalkeeping coach who is not considered directly responsible for the collective results.

In addition, the employer must provide compulsory insurance of all employees of the Republic of Uzbekistan for damage in connection with labor activity in order to ensure the implementation of Law No. 210 “on compulsory insurance of civil liability of the employer”. As we know, today in Uzbekistan there are many disputes over contractual relations in the field of sports. And the main reason for this lies in the fact that it is not fully covered by national legislation on issues of responsibility for non-fulfillment of obligations arising from sports contracts. One example, if we see

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the agreement between a football club and a professional player as an “employment contract”, as noted above, the current Labor Code does not contain any rules about sports contracts, and also this code does not establish any privileges based on the specificity of sports. At this point, if we dwell on the fulfillment of the obligations of the parties arising from the contractual relationship, then the fulfillment of the obligation consists of the most basic and finalizing stage, which, in its significance, is necessary to achieve the main goal during the emergence and development of contractual relations. With the fulfillment of the obligation, the implementation of the jointly expressed wishes of the parties to the contract, the satisfaction of their mutual alternative interests, the achievement of the result put forward from the adoption of the obligation is ensured. The time of the end of the rights and duties of the parties arising in accordance with the contract is also determined by the fulfillment of obligations. Depending on the extent to which the obligation is fulfilled, an assessment is made of the actions of the persons involved in football activities, it becomes clear that they are honest (dishonest), reasonable, in the performance of their duties, adhere to the principles of fairness without deviations, which determines the specific tasks and preferences of the parties in sports law. In the field of Sports, It is said that the obligation is fulfilled – the exercise of a certain action (or from action to self-preservation) by the subject of sports law, while in sports law the second party is perceived from the first side as the fulfillment of obligations by these actions. The fulfillment of the obligation will consist in the realization of a certain action by the one who undertakes to perform a certain task through the contract, as well as in the preservation of oneself from the implementation of one or another action. In this case, the obligation is considered fulfilled if the parties to the contract, in accordance with the procedure provided for by the contract or based on the nature of the obligation, have kept themselves from carrying out a certain action for the specified period or taking into account the nature of the subject of the obligation. For example, in a contract between the club and the coach, the club is considered to have fulfilled its obligation by carrying out a certain behavior by fulfilling the obligation to pay the salaries of the coach specified in the contract in time. It is also considered that the club has fulfilled its obligations by not interfering in the activities of the coach related to the performance of its obligations, as well as not committing certain behaviors by not hindering it.

Hence, the implementation of a particular action or self-preservation from the implementation of one or another action is considered the subject of fulfillment of the obligation. The fulfillment of the obligation can be carried out by making active actions, paying monthly salaries. Maintaining oneself from fulfilling an obligation is an additional action aimed at performing actions that have an active character, although they do not consist of active actions, that is, of a separate independent obligation of the club. Such protection from the action, which is considered the subject of fulfillment of the obligation, cannot be considered a negative obligation, since the avoidance of the action on the obligation will be agreed in advance by the parties in their interests, as a result of the preservation, certain rights and obligations provided for by the parties will arise. It can be said that it is a passive meaningful obligation to avoid doing a certain action on an obligation. In conclusion, the attention paid to sports today, as well as the development trend of sports in our country, feel the need to create legal grounds in this area that can ensure the timely fulfillment of the obligations of the parties. The fact that in recent years our country considers sports activities as a separate branch of law points to the fact that the foundations of this sphere will be fully created in the coming years



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