

The Role And Importance Of Contractual Freedom In The Fulfillment Of Economic Agreements

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Abstract: This article provides a scientific, theoretical and practical analysis of the legal basis of business contracts, the procedures for their conclusion, the role and importance of contractual principles in the conclusion of business contracts, as well as contractual relations related to contractual discipline.

Keywords: Commercial contract, parties to a commercial contract, rights and obligations, principles, entrepreneurial activity, freedom of contract.

Introduction: Up to the present, the increasing efficiency and growth rates of the national economy, which are of vital significance for the future of our country, are largely the result of the proper application of legislation, the effective organization of support for entrepreneurs, and the successful implementation of tasks set by the President before the relevant state bodies. Collectively, these measures have contributed to the consistent growth of the country's gross domestic product.

Historical experience demonstrates that private economic interests, individual initiative, capital, and risk constitute the fundamental driving forces of economic development. The primary field of applying these forces is entrepreneurial activity, which ensures the growth of both personal and social welfare. Consequently, the state and strength of the economy are directly dependent on the entrepreneurial activity of domestic business entities.

In this context, the quality of legal regulation of entrepreneurial activity and the enhancement of its effectiveness acquire particular importance. The correct identification of efficiency indicators allows for the detection of shortcomings in the existing system of legal regulation and provides insight into how to improve it in order to accelerate economic growth.

The Legal Basis of Entrepreneurial Activity and Contracts According to legislation, any legal or natural person who has been duly registered with the state and obtained the right to conduct entrepreneurial activity

may freely engage in entrepreneurship throughout Uzbekistan and abroad. Entrepreneurs are entitled to use their property for any lawful entrepreneurial activity. Business entities may carry out any activity not expressly prohibited by law, thereby guaranteeing their ability to act without hindrance.

Entrepreneurial activity is regulated by the Civil Code of the Republic of Uzbekistan, the Law "On the Contractual and Legal Framework of the Activities of Business Entities" (1998), and other relevant legislative acts. Contracts, in turn, serve as key legal instruments that record the agreements of the parties, ensure the circulation of goods and financial resources within domestic and foreign trade, and provide the legal foundation for the establishment, modification, or termination of legal relations. Beyond this, contracts also regulate the conduct of the parties and determine their mutual rights and obligations.

The Principle of Freedom of Contract The defining feature of a contract lies in the mutual agreement of the parties directed towards achieving a specific result. Though the rights and obligations assumed by each party may differ, they together produce a unified legal effect - such as the transfer of ownership or the granting of usage rights over property.

The 1998 Law "On the Contractual and Legal Framework of the Activities of Business Entities" has played an important role in strengthening contractual discipline and regulating new types of economic relations emerging under market conditions. This law is

especially significant for small and medium-sized enterprises and private entrepreneurs, who may lack sufficient experience in drafting contracts. It supports them in consolidating their economic ties and safeguarding their rights and interests in contractual relations with suppliers, monopolistic enterprises, and other organizations.

Article 4 of the law sets forth the fundamental principles of contractual relations in entrepreneurship, which include:

- freedom of contract;
- mutual interest of the parties;
- compliance with contractual discipline;
- mutual property liability. As I.B.Zakirov notes, the principle of freedom of contract encompasses three essential aspects:
 1. the freedom to choose one's counterparty;
 2. the freedom to determine the subject matter of the contract;
 3. the freedom to agree upon the terms of the contract.

Simply stated, this imbalance of the employee-employer relationship could be illustrated by everyone's experience when applying for a job. People who applied must need a job because they were not brave and cannot determine their work conditions. If anyone dared to determine the terms of work such as salary, then they would not be accepted if the business actor did not agree with the offer from the job applicant, which must be borne by the job applicant. Thus actually, there was never freedom of contract in an employment agreement. It was compounded by the fact that the unemployment rate was high, so that the workers' turnover was directly proportional to this amount. Employers did not feel the need to fulfill the requirements proposed by applicants. From the employer's perspective, the work performed must be equal with the workload carried out where it was a subjective assessment of the employer (Judge et al.: 2010, pp.157-167).

The inability to negotiate in terms of finding and providing actual work has several negative impacts. Azharudeen & Arulrajah (Azharudeen & Arulrajah: 2018, pp. 8-18) stated the compulsion to work in an environment that was not appropriate because the urgency of needs can cause stress at work. Besides, the salary, which was not under workload perspective, also influences productivity and satisfaction in working (Nuraya & Pratiwi, 2017). According to Schaufeli (Schaufeli: 2017, pp. 120-132), the inability to negotiate also affected workers psychologically impacting (2017), the inability to negotiate also affected workers

psychologically, impacting work laziness, work accidents, unsatisfactory performance, and reduced productivity. Based on these problems, the objectives of this study were: (1) find out how the application of freedom of contract in an employment agreement in a plantation company; and (2) determine the role of Government, business actors, and workers/laborers in a working agreement with the plantation companies.

METHODOLOGY

The research method used was combining normative legal research methods and empirical/sociological legal research. This study classified into legal research that was holistic, meaning that this research revealed and analyzed data qualitatively. However, it was also possible to examine and analyze data in the form of numbers obtained from the results of research in the field. Used normative legal research methods (normative legal research) because the focus of this study was to examine the law as a positive norm contained in the legislation.

Data Collection Data collected relating to normative legal studies derived from secondary data sources in the form of reading material, including primary, secondary, and tertiary legal materials. Primary legal material in the form of legal regulations that have been issued by the government against workers in the form of Laws, Perpu, Government Regulations, Ministerial decrees, Governor Decrees, Regents / Mayors decisions, Court Decrees, and others.

Data Analysis This research also used empirical/sociological legal research (socio-legal-research) because it also studied and analyzed the operation of law in society. It analyzed the law's effectiveness, the implementation of the rule of law, and the influence of the rule law on some social issues or vice versa.

Application in Entrepreneurial Practice In entrepreneurial activity, the principle of contractual freedom is regarded as a cornerstone. It includes the freedom to enter into a contract, to select counterparty, and to amend or terminate agreements. Forcing parties to enter into contracts is legally prohibited. Unless otherwise stipulated by law or by voluntarily assumed obligations, contract formation remains a matter of free choice.

In today's liberalized economic environment, the principle of freedom of contract is widely applied in Uzbekistan, with exceptions permitted only in cases directly provided for by law - mainly in order to protect consumer rights and the interests of the state.

This principle extends to all contractual relations between entrepreneurs, including but not limited to

contracts of sale, supply agreements, service contracts, and contracts for work or construction. In practice, before signing a contract, enterprises typically prepare a draft, negotiate with the counterparty, introduce amendments, and ensure compliance with legislation.

DISCUSSION

Application of freedom of contract principle in an employment agreement at a plantation company

Freedom of contract was the embodiment of the law (legal expression) of free-market principles. Freedom of contract was still an essential principle in contract law, both in civil law and common law (Cruz, 1993). According to Dunn (Dunn: 2010, pp. 558-561), both employers and candidates typically negotiated contracts as part of work professionalism.

Talking about the law was identical to talking about the relationship between humans (Burchardt: 2019, pp. 409-429). Justice may vary depending on which side we were talking about. The role of law in the issue of justice was to objectively bring the idea of justice into a concrete form so that it could benefit human relations. The principle of Pancasila industrial relations translated into the constitution adopted in Indonesia must be used as a reference in overcoming/solving various problems that arose in the field of employment.

The Role of the Parties in the Work Agreement

The government's role was one of the critical keys in many matters relating to employment, on this occasion, trying to extract it from the law. No. 13 of 2003 concerning employment. The autonomy government realized by the existence of a regional autonomy system, which originally centralized into decentralized. The definition of regional autonomy was the right, authority, and obligation of autonomous regions to regulate and manage their government affairs and local government's interests per the law. Managing and regulating itself was not then interpreted freely and becomes the regent/mayor's prerogative solely because the substance of regional autonomy was also how service to the community was not neglected, including employment services (industrial relations).

CONCLUSION

The principle of freedom of contract occupies a central role in the contractual-legal framework of entrepreneurial activity in Uzbekistan. As the main mechanism for regulating contractual relations, it enables business entities to freely determine their partners, the subject matter, and the terms of their agreements. At the same time, it ensures mutual responsibility and compliance with contractual discipline.

In the context of Uzbekistan's transition to a liberalized market economy, the broad application of this principle has become an important legal guarantee of entrepreneurial freedom and private initiative. While exceptions exist, they are narrowly defined by law and serve primarily to balance the interests of entrepreneurs, consumers, and the state.

From a scientific and practical perspective, strengthening the implementation of the principle of contractual freedom, along with raising legal awareness among entrepreneurs-especially small and medium-sized businesses-remains a key factor in enhancing the effectiveness of economic activity and accelerating the country's economic growth.

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