



PROCESSUAL DEADLINES AND THEIR APPLICATION ISSUES

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Article history:	Abstract:
Received: February 10 th 2022 Accepted: March 12 th 2022 Published: April 30 th 2022	The terms of deadline used in civil-legal relations are appointed on the grounds established by civil legislation. Processual actions are carried out within the time limits established by law. In this article highlights of term deadline and issues of processual deadline in the national law in Uzbekistan.

Keywords: Deadline, Processual Deadline, Civil Legislation, Issues Of Processual Deadline, Person And State.

The terms used in civil-legal relations are appointed on the grounds established by civil legislation. Civil legislation distinguishes between legislation or agreement, as well as terms of appointment by the court. All these deadlines are calculated with a certain specific time, date or a certain time interval. At the same time, the calculation of deadlines is also carried out on the basis of the event that should happen.

In accordance with the CC, the deadlines are fixed by the calendar date (for example, from 3 November 2002 year or from 3 November 2002 year or from 3 May 2003 year), time periods: years (for example, housing can be rented for five years), months (for example, according to the contract of the contractor, the contractor must deliver the result of the an hour is given for hire).

At the same time, the term can also be determined by indicating an event that should inevitably occur (for example, the term of the umrbad renta contract is concluded until the period when the renta recipient or the person to whom it is indicated is life). The deadlines that are determined by the event that should inevitably occur are contracts, different from the events that are used in the agreements, so that participants in the civil-legal relationship do not know the exact time of the occurrence of the event. For example, the term of the contract for the transfer of housing to another person on the condition that is secured will last until the death of the giver to another person. Although the death of a citizen who gives it to another person is considered an event that should inevitably occur, it will not be clear when it will happen.

According to the definition and calculation of terms, it is divided into two types: deadlines that are determined by the set time periods (years, months, weeks and the like) and deadlines that are determined by the exact moment (the day of payment, the exact date of performance of the work). As a rule, deadlines, which are determined by the exact moment, do not begin to pass like the deadlines, which are determined

by the time interval, but only by the time it is set, its passage begins. And to determine the time of their onset does not cause any difficulties. At the same time, another of the cases when the calculation does not cause difficulties is the beginning and the end dates, which are determined by the exact calendar date (for example, the procuring of the TV from 1 June to 1 October) or the periods that are calculated by the hours (these dates begin with the moment specified in the contract and are calculated For example, from the moment the boat is rolled, it is calculated by hours) or by periods calculated by days.

According to the terms of the relevant legal relationship in this case, all days, including the first day of the beginning of the term, should also be considered. For example, the camera was rented for five days on Monday, and if the payment is made for all days, as well as for the day of issue of the camera, the term will be complete on Wednesday. In cases where the calculation of these terms does not imply the calculation of time intervals, the first day of the term is also difficult to determine by years, months, weeks and even days. The civil code strengthens the relevant provisions for calculating such deadlines. The CC establishes in the general rule that the period established by the time period begins more than the date after the calendar date or the day after the occurrence of the event, which is defined as the day of its onset. For example, if, in accordance with the contract of the contract, a five-day period is established for the acceptance of the result of the work, then this period is calculated from the next day the customer is warned about the performance of the work. If the customer is warned about receiving the results of the work on 17 May, the expiration of the term will begin on 18 May and will be completed on 22 May. This rule determines the exact order of calculating deadlines. Its importance is that the beginning and completion of the year according to the calendar may not correspond to the specified time, namely 1 January and 31 December. The same applies to periods calculated by months and weeks. In this case, the



beginning and completion of periods, calculated by years, months and weeks, coincided with an unfavorable day for the parties, which in turn caused difficulties in determining the last day of the term. For example, the lease agreement was concluded on 12 February, and the bike was rented for a period of three months. If the Article 146 of the CC had not been available, it would have been difficult to determine the beginning and end of this term. The beginning of such a period would be considered as 1 April or 30 May, while its completion would be considered as 1 March, considered as 1 February. In accordance with the provisions of Article 146 of the CC, the specified three-month period begins from 13 February, that is, from the day after the calendar date, and 13 May is complete.

The determination of the moment of completion of the term established by the time period also plays an important role in the implementation of civil rights. In accordance with the CC, the period calculated by the years will be complete in the corresponding month and day of its last year. For example, if the term of the three-year general claim began on February 21, 2000, 2003 year will be completed on February 21. If the deadline begins on 29 February on the last day of the leap year, then the deadline will be completed on the last day of the corresponding month of the corresponding year, that is, on 28 February.

For periods that are calculated by months in relation to the period established as half a year, the established rules apply. As half a year is the last day of the sixth month, the term is considered to be the moment of completion. For example, the half-year period, which begins on 3 May, will end on 3 October.

In relation to the period calculated by the quarters of the year, the rules established for the periods calculated by the months are introduced. In this case, the year quarter is considered equal to three months, while the year quarter account refers to the beginning of the year. For example, in accordance of the CC, a permanent annuity is paid at the end of each quarter of the year. If the payment of rent began in 2003 year, the permanent rent should be paid on 31 March 2003 year or on 1 April after 31 March according to the requirements of the CC.

The period calculated by the months ends on the corresponding day of the last month of this period. For example, the period from 15 May to 2 months will be complete on 15 July. If there is no corresponding day in the corresponding term, then the last day of this month is considered the day of completion of the term. For example, the term beginning on 31 May should end on 31 June according to the rule. But there is no 31 date of June. In this regard, this period will be completed on

30 June. The term, which is defined as a half-moon, is considered a period that is calculated by days, and this period will be equal to 15 days.

The period measured by weeks ends on the corresponding day of the last week of this period. For example, if the two-week period begins on Wednesday, then after the expiration of this period, the second quarter will be complete, and the days of the week will be more important than the exact dates of the bunda. These rules are changed only in one case - if the deadline coincides with the day when the last day of work is not considered a working day (not a holiday, a day off or a working day for the same institution). The time of completion of the term is considered the next working day of the holiday. Although this rule is not expressed in the CC, but is widely used in the practice of civil-legal relations, and in our opinion such a special rule should be introduced into the CC.

Another important situation in the calculation of deadlines, especially in their completion, is that if the deadline in the documents written in Russian, for example, "do 5-go yanvary", then 5 January will not be counted, if it is written as "po 5-oe yanvary", then this day is taken into account. The passage of the term affects the emergence, change and completion of civil rights and duties. It does not matter whether the bond is made or not by the authorized person or the debtor performs an action. Because, with the passage of the term, the legal outcome will come by itself. In the vast majority of cases, the deadlines are focused on the implementation of the relevant act with the aim of determining the right or obligation (for example, the period of acceptance of the inheritance, the period of repayment of the debt, the period of repayment of the leased property, etc.). In such cases, not only the last day of the deadline, but also the time of execution of the action, which must be carried out on the appropriate day, will have to be indicated. Within the time limits set for the implementation of any action, this action can be carried out until 24.00 hours on the last day of the deadline, and the action carried out within the specified 24 hours will give a legal result. For example, the repayment of the debt is considered to be a timely fulfillment of the obligation, the beginning of the practical possession of the inheritance is the acceptance of the inheritance, the demand for a right that has been violated on the last day of the term of the claim is considered to prevent the loss of the right. If this action should be carried out in the organization, then the term will be complete in the hour when the corresponding operations in this organization are suspended in accordance with the established rules. For example, if the notary's office is established to issue money to the



notary's office until 13.00 in the afternoon, then the action will have to be carried out before this deadline. If such a rule is not established, then the completion of the official established working time of the notary public office is the deadline. All written statements and messages submitted to the communication organization or sent by other means of communication until 24.00 on the last day of the deadline are considered to have been made within the period of money transfer. For example, for the delivery of poor-quality products, the sending of a receipt (priteniya) or the fact that the contractor sent a message about the performance of the work indicates that the action was carried out on time.

Processual actions are carried out within the time limits established by law.

In cases where processual deadlines are not established by law, they are appointed by the court.

The deadlines for the performance of processual actions are determined either by the calendar date, or by a certain period, indicating the event, which must necessarily occur. When determined by a certain period, the action can be carried out during the entire period.

Processual deadlines are calculated by years, months and days. The expiration date begins the next day of the event, which is marked as the beginning of the calendar date or term.

The period calculated by the years will be complete on the corresponding month and day of its last year.

The period calculated by the months will be complete on the corresponding month and day of its last month.

If the expiration of the period calculated by the months coincides with the month without the appropriate date, the term will be completed on the last day of this month. In the event that the last day of this period coincides with the day when there is no working day, then the first working day after it is considered the day of the end of the term.

The processual action, for which the deadline is set, can be completed on the last day of the deadline up to twenty four hours.

If a processual action must be carried out in court, according to the established rules is considered to be completed within the period of time of completion of the case in court.

If the application, complaint, documents or sums of money are submitted to the communication organization on the last day of the deadline up to twenty four hours, sent electronically through the information system or given to the relevant body or to the person authorized to accept it, the deadline is considered to be expired.

The right to perform processual actions will be revoked only after the expiration of the period established by law or appointed by the court. In this case, the passage of processual deadlines does not relieve the participants in the work from fulfilling the obligations imposed on them.

Applications, complaints and documents submitted after the expiration of processual deadlines will be returned to the persons who submitted them, if there is no request for the restoration of the missed period, or if it is rejected to be satisfied.

The passage of all processual deadlines that do not end when the proceedings are suspended is also suspended. Suspension of deadlines begins from the moment when there are cases when the suspension of work is the basis for the suspension. Processual deadlines will continue to pass from the day the proceedings are restored.

The terms appointed by the court may be imposed by the court.

This period will be restored if the persons participating in the case have missed the period established by law for the reasons that the court considers it an excuse.

The petition for the restoration of the missed processual period shall be submitted to the court, where the processual act must be carried out or the document must be submitted, and the persons participating in the case shall be considered in the courtroom with informed consent. However, the absence of these persons does not prevent the consideration of the petition.

At the same time as the filing of a petition for the restoration of the missed processual period, the missed period action must be completed or a document submitted.

The transferred processual period is deducted from the transfer, about the restoration, or about the refusal to transfer or restore.

A private complaint (protest) may be filed against the court ruling on the rejection of the missed processual period or the refusal to recover.

In general, the existence of rules for calculating deadlines and their issuance on a certain consistent basis is considered significant in the implementation of civil rights and duties, ensuring timely fulfillment of obligations, protecting the interests of citizens and legal entities. While each subject of civil law exercises its subject civil right, the second party, which is primarily involved in the legal relationship with itself, requires the designation of time periods for the actions that must be carried out. For example, one of the main conditions of any civil law contract is its expiration date. The absence of a deadline can lead to the fact that the owner of the



rights and obligations simultaneously receives both profit and loss. In the main place is occupied by the participation of the subject as a creditor or debtor in a certain legal relationship. If a person is participating in a civil legal relationship as a creditor, the indefinite nature of the term creates for him a number of inconveniences. That is, the delay of the debtor in fulfilling his obligations will lead to the fact that the rights of the creditor will not be fulfilled on time. On the contrary, if the subject is involved in civil legal relations as a debtor, the non-designation of the term serves its benefit. In this said that due to the fact that the debtor has not established a term, the fulfillment of the obligation on him can be carried out for a long time.

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