SUMMARY

Key Words: contract, classification of contracts, classification of contracts, strategic contracts

Subject matter: The system of civil contracts: problems of law enforcement

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The relevance of the research topic: issues of contract law in the Russian and foreign civil law has been and is paid close attention. This is primarily due to the extreme importance of contracts as transactions for the emergence of changes and termination of civil law relations. This circumstance determined the primacy of transactions among all other legal facts of private law and forced the legislator to place transactions in the first place in article 128 of the Civil code of the Russian Federation. However, the vast majority of scientific research is devoted either to the analysis of General issues of Treaty law or to the characterization of individual treaties in relation to specific research topics. Therefore, research in the aspect of the classification groups of civil law contracts, of course, are of some interest.

The variety of civil law contracts used in practice requires their differentiation and classification, which is necessary for the subsequent improvement of legislation, finding the rules of the law applicable to the contract and thus the correct definition of the rights and obligations of the parties to the contract.

Awareness of the need for both General and special classification of civil law contracts, understanding of the norm-forming value of such classifications, the practical feasibility of building a scientifically based system of civil law contracts predetermine the special importance and relevance of the issues chosen for the study of the topic.

The purpose of the work: to systematize the existing theoretical ideas about the criteria for the classification of civil contracts, to determine the norm-forming value of a particular direction of contracts, to give legal qualification of contracts aimed at achieving various economic goals.

Objective:
- to define the concept and meaning of the system of civil contracts;
- identify the principles of construction (classification) of the system of civil contracts;
- highlight the issues of conclusion, execution and termination of contracts with different target orientation;
- describe the lease agreement and its varieties;
- to characterize the gratuitous use of property (loan agreement);
- highlight the features of concession agreements.

The theoretical and practical significance of the research: it is determined, first of all, by the systematic approach to the analysis of the classification of civil contracts, which allows us to talk about the possibility of harmonization of modern legislation and the solution on this basis of a number of problematic issues in the field of contractual regulation of relations.

Results of the study: 1. Despite the diversity of obligations, they have both economic and legal commonalities. This makes it possible to consider them as a single type of legal relationship covered by the General concept of obligation and to formulate in the law General rules to which different types of obligations are subject.

2. Analysis of the legislation allowed us to note that the civil code omitted the level of self-classification of contractual relations on the basis of orientation. The legislator immediately moved to the division of contracts arising about, for example, real estate, on a combined basis - direction plus retribution. As a result of combining these two characteristics and, accordingly, the original breeding onerous and gratuitous relationships in different groups were not unified standards, reflecting a focus on the transfer of real property for temporary use, regardless of the sign of the current (non-payment). As a result, contracts for the free use of property have lost an important part of the legal regulation.

3. The level of classification on the basis of retribution is also omitted. As a result, the civil code
does not have uniform rules applicable not only to the lease of buildings, but also to contracts for the gratuitous use of buildings.

4. In our opinion, the main role in the legal regulation is played by the rights and obligations reflecting the purpose of the legal relationship (the result to which the parties aspire) - the transfer of property, the transfer of civil rights objects for temporary use, the performance of works and services, the replacement of a person in the obligation, etc. Therefore, the focus of the obligation to achieve a certain result should be considered as the main systemic factor. All other features, as a rule, only clarify the legal regulation due to the direction.

5. With regard to the General question of the distribution of contracts into types and types, the following can be noted. By and large, it is not so important in what capacity the obligation is formulated - as a type or as a type of contract. The main thing is that the mechanism of building and interaction of Treaty institutions allows to apply to a specific obligation those rules that adequately and effectively regulate it. This is not to deny that the space reserved by the legislator of the contract, yields a certain "attitude," as for legal regulation and enforcement. Accordingly, it largely depends on whether, in practice, be applied to the specific obligation of the legal framework, which is designed for its regulation.

6. Due to the fact that civil law contracts varied, it is impossible to develop a unified position for all these obligations. Nevertheless, the commonality of legal regulation is manifested in the same approaches and principles of regulation. Whatever the specific properties of the legal relationship of this orientation, all the institutions under consideration regulate the legal elements related to the transfer of objects of civil rights, the use of them and their return.

7. Since civil law is primarily intended to regulate the relations of retribution, the essence of the obligation of a certain orientation in the purest form is manifested in the contract of retribution. Therefore, the institution of rent elected by the legislator as the basis for the regulation of all obligations aimed at the transfer of property for temporary use. It contains not only the rules governing the paid relations for the transfer of property for temporary use, but also unified rules, due to the direction of the obligation to transfer property for temporary use, regardless of its compensation or gratuitousness.

8. However, the gratuitousness of the loan required the formation of a special legal framework that enshrines the specifics of the gratuitous transfer of things for temporary use. The gratuitousness of the loan agreement required the formation of a special legal framework that enshrines the specifics of the gratuitous transfer of things for temporary use.

9. Analyzing the combination of legal regulation of loan agreements and tenancy, we came to the conclusion that the systemic features underlying the allocation of these obligations do not contradict each other. Therefore, they can be combined in one legal relationship, providing for the transfer of premises for temporary free use, although with certain exceptions.

**Recommendations:**

1. In the contract of commercial concession the separate conditions inherent in the license agreement (granting the right to use exclusive rights); the contract of simple partnership (cooperation of the right holder and the user aimed at achieving a common result); the Commission agreement and the Agency agreement (transactions by the user and other legal and actual actions contributing to the satisfaction of the interests of the right holder) and other civil contracts.

2. The contract of commercial concession is an independent type of civil contract. This means that in the absence among the rules contained in Chapter 54 of the civil code of the Russian Federation of special rules governing legal relations arising from the contract of commercial concession, the application of any other rules intended to regulate other contractual forms is excluded.

3. Disadvantages of the enterprise, for which the landlord is responsible to the tenant, should relate to the quality of the enterprise. They can be inherent in individual elements that are part of the enterprise or the enterprise as a whole. In order to eliminate competition, it is advisable for the parties concerned to conclude an agreement on the elimination of competition or to introduce such a provision in the agreement on the transfer of the enterprise. According to
this agreement, the former owner, who is well aware of all the advantages and disadvantages of
the transferred enterprise, should not organize a similar, otherwise the acquirer will have a
competitor who can easily negate the value for the tenant of the rental company.