



Prenuptial Agreements: A Binding Contract or a Sensible Strategy?

Matkarimova Sarbinaz Dauletbayevna

Master of Laws, Legal Counsel of “QAVTOTEXXIZMET” LLC

Abstract: *Although the institution of a marriage contract has been around for a while, it is still not widely accepted in the Republic of Uzbekistan. The mindset of those who think "love and contract are incompatible categories" is the biggest barrier to this institution's development. There is a belief that considering divorce while getting married is improper and irrational. However, this is really a cover for the occasionally poor legal culture and lack of practicality. Naturally, there was no pressing need for a marriage contract during the Soviet era because there was nothing to share. However, despite incorporating market relations, this institution continues to be despised. In this essay, we'll examine the factors that make marriage contracts unpopular with people in general.*

Keywords: *marriage contract (agreement), marriage, spouses, jointly acquired property, property rights, non-property rights, obligations of spouses, divorce, divorce process, obligation to conclude a marriage contract.*

One of the earliest methods of regulating the protection of spouses' property rights is the institution of a marriage contract or contract. A marriage contract is a legal arrangement governing the spouses' property. A marriage contract is an agreement between two people before they get married or between spouses that specifies their property rights and responsibilities during their marriage and in the event that it dissolves (Article 29 of the Family Code of the Republic of Uzbekistan). The goal of the marriage contract is to decide on the unique regime of the couples' property with the consent of the parties. A marriage contract is by its very essence a civil law transaction, which implies that both the Family Code and the Civil Code of the Republic of Uzbekistan apply to it. The laws on the conclusion of contracts and transactions from the Civil Code and Chapter 6 from the Family Code must be followed when establishing a marriage contract. The following criteria must be satisfied in order for a marriage contract to be considered finalized::

1. Both couples have expressed their desire to reach such an agreement, i.e., both spouses are in accord with its outcome.
2. Both partners are present in person when the contract is signed.
3. The agreement is notarized (without this, the contract is not valid, which means it has no legal force).

The marriage contract has the unique characteristic of being able to be signed both before and after being married. If the agreement was made before the legality of the relationship, it will come into effect as soon as the marriage is registered. As a result, signing a marriage contract is not a requirement for getting married, and all agreements made between spouses are carried out in accordance with the legal guidelines established by the Republic of Uzbekistan's legislation, which guarantees freedom of choice. Because this is their unalienable right and not a responsibility, each

spouse chooses whether to enter into a marriage contract or decline it voluntarily, independently, and without any compulsion. If the spouses are dissatisfied with the shared property system set forth by the Family Code, a marriage contract is often concluded. According to the joint property system, all earnings and assets that the couple accumulates while they are married, regardless of who made them, become joint property, regardless of who registered them. Every item of property, even that which is registered to one of the spouses, is subject to division on the basis of equal shares in the event of a divorce, just as debts and liabilities are. Half to one spouse and the remaining half to the other. However, it is permissible to stipulate in the marriage contract that each spouse's ownership of the property acquired with his or her own funds would continue even if the marriage is dissolved. That is, you may alter how something is used, disposed of, and whose property it is.

Marriage contracts have been commonly utilized in the West for more than a century and are viewed as a way to prevent marriages of convenience and to avoid disputes and litigation in the case of a divorce. Naturally, a marriage contract was not urgently needed in our nation during the Soviet period because there was often nothing to share. Unfortunately, this institution in our country continues to be unpopular even after incorporating market relations. What then is the cause of the marriage contract's unpopularity? How closely does this practice adhere to Islamic law and tradition? Why is it necessary, and should it be used?

It should be emphasized that many CIS nations as well as the public of our country do not want this sort of agreement. Many people believe that the completion of a marriage contract lessens the importance of sentiments, personifies mistrust, and moves a potential divorce closer to starting a family. Even though he is concerned about his possessions, one of the spouses is frequently frightened to upset his soul mate and quit the relationship. Additionally, individuals are typically in love relationships prior to registering a marriage, thus it stands to reason that they are unconcerned with any prospective property partition. Unfortunately, people only consider this after they have already encountered the issue and when arguments about who, what, and why exactly belongs have already started.

The inability of modern newlyweds to see the significance of a contract is the reason prenuptial agreements are unpopular. Many people wrongly believe that only extremely wealthy individuals with significant stakes in the outcome of the union require a marriage contract, but this is not the case for the typical person at all. But as we all well know, Islam still upholds the custom of ending a marriage contract with the transfer of the groom's property to the bride as a wedding present, or "mahr," which can include cash, jewelry, real estate, cattle, and anything else of worth. All of this was done to protect the family's members, especially women and children, from extravagant difficulties and requirements as a result of this and to reinforce the family's foundations with property duties and a dependable back in case the family breaks apart for whatever reason.

It should be highlighted that divorce is a very significant and pressing issue in today's society. Divorces are becoming more commonplace each year. Because of this, signing a marriage contract is required. Because this contract represents a thoughtful and polite method of starting a family. By settling on a marriage contract, you can prevent drawn-out legal battles and their associated high legal fees. Prenuptial agreements are significantly simpler to complete than protracted legal battles, expensive legal representation, and property division during a divorce. The agreement will enable you to amicably settle all conflicts that emerged throughout the divorce procedure and preserve goodwill between the couples. The cost of splitting property through the legal system is substantial; without the participation of the parties, there is a great danger of the case going against them or that their interests won't be fully protected. In addition, getting to court is a drawn-out process. Divorce and property partition cases typically go to trial for months. Given the statistics on the recent rise in divorce rates, we can confidently state that it would still make more sense to follow the path of a legally required marriage contract, which would settle not only the property rights of spouses during marriage and in the event of divorce, but also their shared responsibilities for the maintenance and upbringing of children. The right to enhance the share of property, taking into consideration the spouse's responsibility in the dissolution of the family, such as treason, as well as the contact

between spouses with children after a divorce is all covered by this clause. In addition to streamlining the overall divorce procedure, prenuptial agreements assist divorced couples in avoiding protracted property partition disputes. Additionally, it should be made legal for people who are actually related to one another to enter into a family agreement as a guarantee of respect for their wives' rights in the event that their family breaks up. We cannot ignore the reality of today, when women literally have no rights to jointly acquired property at the time of a marital dissolution and where men and women live together without legally registering their marriages for various reasons. At the same hand, if the father did not willingly admit his paternity or it was not confirmed by a judicial ruling, children born in such a relationship may not necessarily get assurances for security.

You can see that every transaction conducted overseas involves legal representation. But in our nation, such a procedure is quite uncommon because people consult with everyone except attorneys. But in the end, it is preferable to spend money on a qualified professional than to later lose your possessions and incur significant legal costs.

On the basis of the aforementioned, we can state with certainty that it is important to promote the institution of a marriage contract and to incorporate both property concerns and family connections in this instrument at the legislative level. As a result, it will be possible to prevent a number of undesirable circumstances, including interference by outsiders in family affairs, deprivation following a divorce of one spouse and frequently his children, housing, or even money for their maintenance, and a number of other issues that citizens, particularly women, frequently face in various situations. In fact, as evidenced by international practice, a properly prepared contract more frequently improves the marriage of couples.

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