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# CIVIL LAW REGULATION OF GAS SUPPLY CONTRACTS: THEORY, PRACTICE, AND INTERNATIONAL STANDARDS

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Subject of Research: The system of legal relations between state suppliers and household consumers in the field of natural gas supply.

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### **Abstract**

The article examines the legal nature of the gas supply contract as a specific type of sales agreement. The author analyzes gas as a specific object of civil rights, considers the subject composition through the prism of consumer protection, and proposes ways to implement international norms into the national legislation of the Republic of Uzbekistan.

#### **I. Essence and Subject of the Contract: Gas as an Object of Civil Rights**

The gas supply contract (Articles 468–478 of the Civil Code of the Republic of Uzbekistan) is classified as a public and onerous (compensated) agreement. The subject of the contract is natural gas supplied through an interconnected network.

#### **Legal Properties of the Object:**

**Physical Nature:** As noted by G.F. Shershenevich, gas is a "thing" defined by generic characteristics, confined in space by the pipeline system.

**Energy Value:** According to M.M. Agarkov, the legal regime of gas is inseparable from its calorific value (heating capacity). Consequently, the subject of the contract is not merely the volume ( $m^3$ ) but the unit of energy consumed.

**Forms of Existence:** Natural gas (methane) and Liquefied Petroleum Gas (LPG). The legal regime for LPG in cylinders leans toward classical sales law, while network gas is governed by supply through interconnected networks.

### **II. Subject Composition and Academic Discussion**

#### **Parties to the Contract:**

**The Supplier:** A state body or authorized organization (monopolist).

**The Consumer:** A citizen using the resource for personal needs.



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### **Theoretical Discourse:**

Doctor of Juridical Sciences O.S. Ioffe emphasized that this contract generates an "obligation to ensure a consumption regime." This means the supplier's liability is not limited to the simple transfer of goods but includes maintaining safe pressure and quality.

Professor V.V. Vitryansky insists on the "professional liability" of the supplier, where the fault of the enterprise for under-supply is presumed (presumption of guilt) unless proven otherwise.

### **III. Consumer Protection and State Guarantees**

According to the Law "On Protection of Consumer Rights," the relationship is built on the following principles:

Article 16: The right to a proportionate price reduction if the gas parameters (pressure, composition) deviate from state standards (GOST).

Article 21: The invalidity of contract terms that infringe upon the rights of citizens (e.g., the right to unilateral disconnection without a court order).

### **IV. International Experience and Implementation of Norms**

To improve the legislation of Uzbekistan, it is advisable to introduce the following international standards:

The Unbundling Principle (EU Directive 2009/73/EC): Separation of gas transportation and sales functions to eliminate conflicts of interest within state monopolies.

Protection Against "Energy Poverty": Implementing norms that prohibit gas disconnection for socially vulnerable populations during the heating season (European practice).

ISO 13686 Standard: Transitioning to gas billing based on calorific value rather than volume alone, ensuring fairness in charges.

### **V. Conclusions and Proposals for Reform**

In the Civil Code: Secure the concept of "consumer energy security" as a material condition of the contract.



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In the Consumer Protection Law: Establish an automatic penalty (fine) payable to the citizen for every hour of gas absence beyond the norm, without requiring a court application.

Transformation of Supplier Status: Transition from a "state distribution" model to a "client service" model, where the supply organization bears full financial responsibility for damage to consumer equipment caused by impurities in the gas.

### **Conclusion**

Harmonizing national law with international norms and classical civil theory will create a balanced system where the rights of citizens are protected not merely declaratively, but through functioning mechanisms of civil liability for state bodies.