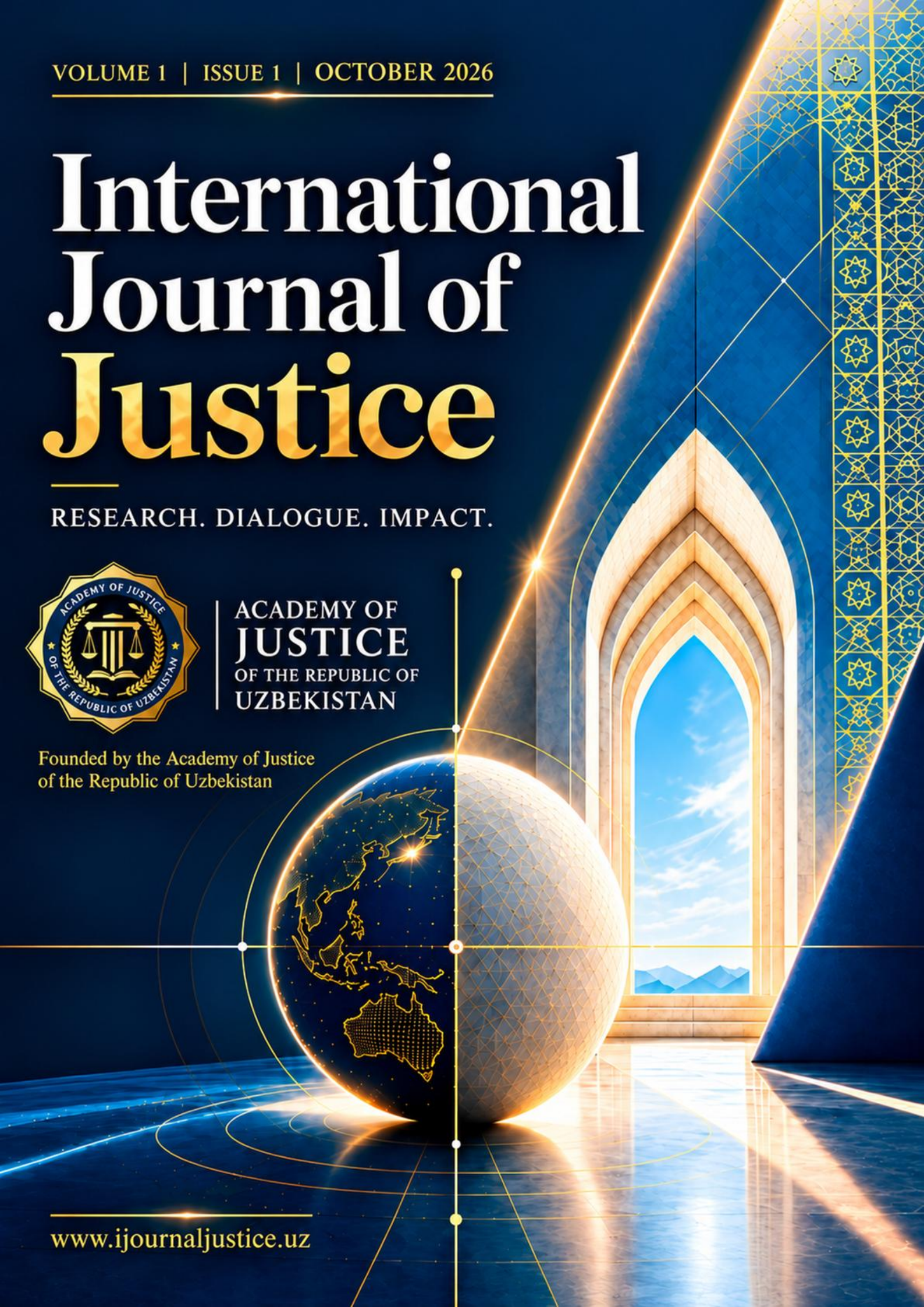
VOLUME 1 | ISSUE 1 | OCTOBER 2026

International Journal of Justice

RESEARCH. DIALOGUE. IMPACT.

ACADEMY OF JUSTICE OF THE REPUBLIC OF UZBEKISTAN

Founded by the Academy of Justice of the Republic of Uzbekistan



www.ijournaljustice.uz

EDITORIAL BOARD

International Journal of Justice



EDITOR-IN-CHIEF

Sherzod Yoqubjonovich Abduqodirov

Rector of the Academy of Justice of the Republic of Uzbekistan

Doctor of Sciences in Law (DSc), Associate Professor



DEPUTY EDITOR-IN-CHIEF

Nodirbek Saparbaevich Salaev

Vice-Rector of the Academy of Justice of the Republic of Uzbekistan

Doctor of Sciences in Law (DSc), Professor

MEMBERS OF THE EDITORIAL BOARD



Anselmo Reyes

Doctor of Philosophy (PhD) in Law, Professor

Judge of the Singapore International Commercial Court



Dilshod Urinbaevich Aripov

Doctor of Sciences in Law (DSc), Professor

Vice-Rector of the Academy of Justice of the Republic of Uzbekistan



Akrom Ikromovich Toshpulatov

Doctor of Sciences in Law (DSc), Professor

Director of the Parliamentary Research Institute under the Legislative Chamber of the Oliy Majlis of the Republic of Uzbekistan



Shakhriyor Bakhtiyorovich Bakaev

Doctor of Philosophy (PhD) in Law

Responsible Official of the Administration of the President of the Republic of Uzbekistan



Borzu Sabahi

Doctor of Sciences in Law (DSc), Professor

International Arbitrator



Dilshod Shavkatovich Israilov

Doctor of Philosophy (PhD), Associate Professor

Head Specialist of the Department for Coordination of Research Activities of the Academy of Justice of the Republic of Uzbekistan



Yesemurat Sultamuratovich Kanyazov

Candidate of Legal Sciences in Law (PhD)

Director of the Institute for Retraining and Advanced Training of Legal Personnel under the Ministry of Justice of the Republic of Uzbekistan



Yevgeniy Vyacheslavovich Kolenko

Doctor of Philosophy (PhD), Professor

First Deputy Head of the Law Enforcement Academy of the Republic of Uzbekistan



Krisztina Karsai
Doctor of Sciences in Law (DSc), Professor
Head of the Institute of Criminal Law and Criminal Sciences at the University of Szeged



Lorenzo Mateo Bujosa Vadell
Doctor of Philosophy (PhD) in Law, Professor
Professor at the University of Salamanca



Maged Mamdouh Kamel Shebaita
Doctor of Philosophy (PhD), Professor
International Arbitrator, Doctoral Candidate at the University of London



Ivan Georgievich Nikonov
Doctor of Philosophy (PhD) in Law
Responsible Official of the Administration of the President of the Republic of Uzbekistan



Malikakhon Pirnazarovna Kalandarova
Doctor of Philosophy (PhD), Associate Professor
Deputy Chairperson of the Supreme Court of the Republic of Uzbekistan



Islambek Rustambekovich Rustambekov
Doctor of Sciences in Law (DSc), Professor
Vice-Rector of Tashkent State University of Law



Sakari Kristian Melander
Doctor of Sciences in Law (DSc), Professor
Professor at the University of Helsinki



Khurshid Primkulovich Sadikov
Judge of the Supreme Judicial Council of the Republic of Uzbekistan



Sławomir Marek Redo
Doctor of Sciences in Law (DSc), Professor
Chairperson of the Expert Council for the Development of Scientific Research at the Faculty of Law and Administration



Vigita Vėbraitė
Doctor of Philosophy (PhD) in Law, Professor
Professor at Vilnius University



MANAGING EDITOR
Azamjon Rasuljon ugli Kambaraliev
Head Specialist at the Academy of Justice of the Republic of Uzbekistan

CONTENTS

IMPROVING THE INSTITUTION OF APPEALS: TIME LIMITS, RESPONSE QUALITY, MONITORING **10**
Achilova Liliya Ilkhomovna; Rozmetova Asal Anvarzoda

LEGAL ASPECTS OF INVESTIGATIVE JOURNALISM **18**
Jahonov Shohruh Shuhrat ugli

LEGAL BASIS OF CIVIL SOCIETY INSTITUTIONS IN THE LEGISLATION OF THE REPUBLIC OF UZBEKISTAN **25**
Sharipov Asrorjon Safar ugli

DIGITAL TRANSFORMATION OF INTERNATIONAL COMMERCIAL ARBITRATION IN UZBEKISTAN: LEGAL AND INSTITUTIONAL PROSPECTS **30**
Otakhonov Foziljon Khaydarovich

THE LEGAL NATURE OF SUBSIDIARY LIABILITY IN INSOLVENCY PROCEEDINGS INVOLVING AGRICULTURAL BUSINESS ENTITIES **39**
Rakhmatjon Tojinorovich Berdiyarov

CIVIL LAW ASPECTS OF GOODS DELIVERY BY SELF-EMPLOYED COURIERS **49**
Ruzinazarov Shukhrat Nuralievich

NATIONAL AND INTERNATIONAL EXPERIENCE IN LEGAL PROTECTION OF A COMPANY NAME: IMPROVING THE LEGISLATION OF UZBEKISTAN **63**
Allayarova Maftuna Almardanovna

ORGANIZATIONAL AND LEGAL MECHANISMS FOR COMPENSATION OF CONSTRUCTION CONTRACT DAMAGES **69**
Donayev Abduqodir Haydarovich

JURISDICTION AND VENUE OF CIVIL CASES ARISING FROM INHERITANCE RELATIONS: A NATIONAL AND FOREIGN ANALYSIS **76**
Soliyeva Kamola Rustamjon-qizi

ISSUES OF USING COURT NOTICES IN ENSURING THE OPENNESS OF CIVIL PROCEEDINGS IN COURTS **84**
Sabirov Erkinjon Kuchkarbaevich

DIGITAL EVIDENCE IN SUPPLY-CONTRACT DISPUTES BEFORE ECONOMIC COURTS: AUTHENTICATION, INTEGRITY AND EVIDENTIARY RISK IN UZBEKISTAN **91**
Mahmudova Saida Rayimjonovna

CONTENTS

FROM HUMAN CAPITAL TO INSTITUTIONAL TRANSFORMATION: A NEW STAGE IN THE STRATEGIC DEVELOPMENT OF THE JUDICIAL PERSONNEL TRAINING SYSTEM 104
Aripov Dilshod Urinbaevich

THE ROLE OF INTERNATIONAL STANDARDS IN GOVERNING ARTIFICIAL INTELLIGENCE IN JUDICIAL SYSTEMS: A COMPARATIVE AND CRITICAL ANALYSIS 109
Sadikov Khurshid Primkulovich

INDEPENDENCE — A SOLID FOUNDATION OF JUSTICE AND HUMAN DIGNITY (35 years of the evolution of the judicial and legal system of the Republic of Uzbekistan) 117
Israilov Dilshod Shavkatovich

INSTITUTIONAL MODELS OF JUDICIAL QUALIFICATION BOARDS: INTERNATIONAL STANDARDS AND FOREIGN EXPERIENCE 128
Jamolov Azizjon Nodir ugli

THE DEATH OF FREE WILL. WHO BEARS CULPABILITY WHEN ARTIFICIAL INTELLIGENCE INDUCES A PERSON TO COMMIT A CRIME? 140
Salaev Nodirbek Saparbaevich

ON EUROPEAN CRIMINAL-LAW INTEGRATION – FROM MUTUAL RECOGNITION TO LIMITED SUPRANATIONAL CRIMINAL POWER 148
Krisztina Karsai

CRIMINAL LIABILITY OF OFFICIALS OF NON-GOVERNMENTAL COMMERCIAL ORGANIZATIONS: PROBLEMS OF THEORY AND PRACTICE 158
Akramova Muazzam Turdikul qizi

DISTINGUISHING OFFENCES AGAINST SEXUAL FREEDOM FROM RELATED OFFENCES IN UZBEKISTAN 162
Achilov Izzat Tulkinovich

CRIMINAL-LAW MEASURES AGAINST THE LEGALIZATION OF PROCEEDS OBTAINED THROUGH MISAPPROPRIATION OR EMBEZZLEMENT: QUALIFICATION, EVIDENCE AND ASSET RECOVERY 170
Sadullaev Bokhodir Oybekovich

CONCEPT OF HELPLESSNESS AND ITS SIGNIFICANCE IN THE QUALIFICATION OF CRIMES 178
Khalilova Zarnigor Zafar qizi

LEGAL SIGNIFICANCE OF THE INSTITUTION OF CRIMINAL RECORDS IN PROTECTING HUMAN RIGHTS 182
Yoqubjonov Omonjon Burkhonjon ugli

CONTENTS

THE APPLICATION OF CRIMES WITH BLANKET NORMS: CURRENT STATUS AND ISSUES 189
Pulatov Bekzod Adilbaevich

THE FORMATION AND DEVELOPMENT OF THE INSTITUTION OF CRIMINAL LIABILITY IN THE FIELD OF PUBLIC PROCUREMENT: A HISTORICAL-LEGAL ANALYSIS 202
Shukurova Shahnoza Mukumjonovna

ATTORNEY'S PARTICIPATION IN THE PRE-TRIAL STAGE OF CRIMINAL PROCEEDINGS: LEGAL AND PRACTICAL ASPECTS 214
Medetbaeva Aksungul Sharapatdin kizi

INTERNATIONAL COOPERATION IN OBTAINING ELECTRONIC EVIDENCE: THE EUROPEAN PRODUCTION AND PRESERVATION ORDERS 221
Bujosa Vadell, Lorenzo Mateo

COOPERATION BETWEEN THE SUBJECTS OF INVESTIGATION IN CROSS-BORDER INTERNET FRAUD CASES 230
Khabibiddinov Nodirjon Musinjon ugli

PROBLEMS OF PROCEDURAL REALITY IN CRIMINAL PROCEEDINGS 238
Aykhan Khankishi Rustamzade, Matanat Pasha Asgarova

DETENTION OF FOREIGN NATIONAL PRISONERS IN PENITENTIARY INSTITUTIONS: A COMPARATIVE ANALYSIS OF INTERNATIONAL PRACTICES AND NATIONAL LEGISLATION 246
Rikhsimov Komron Abrorovich

CRIMINALISTIC FOUNDATIONS FOR INTEGRATING GAIT IDENTIFICATION WITH FORENSIC PORTRAIT EXAMINATION 249
Nizomova Shahrigul Karimboy qizi

INTERNATIONAL LAW CRISIS: UN PEACE OPERATIONS AND INSTITUTIONAL REFORM 258
Kudaybergenov Bakhtiyar Abdumajit-ugli

ARTIFICIAL INTELLIGENCE AND CHILDREN'S RIGHTS: PROTECTION OPPORTUNITIES AND EMERGING LEGAL RISKS 267
Ergashev Gayrat Shavkatovich

ACTIVITIES OF INTERNATIONAL NON-GOVERNMENTAL ORGANIZATIONS IN THE FIELD OF HUMAN RIGHTS 276
Nosirova Marjona Negmat kizi

Academy of Justice of the Republic of Uzbekistan
International Journal of Justice

CIVIL LAW ASPECTS OF GOODS DELIVERY BY SELF-EMPLOYED COURIERS

Ruzinazarov Shukhrat Nuralievich
Doctor of Law, Professor,
Academician of the Turan Academy of Sciences.
E-mail: sh.ruzinazarov@mail.ru
ORCID ID: 0000-0001-8550-9276



Abstract. *This article examines the civil law aspects of goods delivery by self-employed persons engaged in courier services in the context of the digital economy and the rapid growth of electronic commerce. It analyzes the legal status of self-employed couriers, the specific features of concluding and performing delivery contracts, the allocation of civil liability among marketplaces, sellers, couriers, and consumers, as well as mechanisms for protecting the rights of the parties involved. Based on a comparative legal analysis of international experience, the article proposes recommendations for improving the legislation of the Republic of Uzbekistan governing courier activities performed by self-employed persons.*

Keywords: *self-employed persons, courier services, goods delivery, electronic commerce, civil law, digital platforms, marketplaces, delivery contract, civil liability.*

In the context of the emerging digital civil marketplace, marketplaces function as optimized online platforms that facilitate the provision of goods and services for consideration under contracts concluded within the framework of electronic commerce.

The rapid expansion of commercial transactions between online trading platforms and consumers across different regions and countries has significantly stimulated the development of courier services, which have become an indispensable component of the modern e-commerce ecosystem.

The term *courier* (French: *courrier* – "messenger"; derived from the Latin *currere* – "to run" or "to move quickly") historically referred to a messenger responsible for delivering documents and correspondence. In the digital era, however, the concept has acquired a broader legal meaning. A courier is understood as a natural or legal person who delivers goods and documents at the customer's request pursuant to a contract concluded through electronic commerce.

According to the *Regulation on the Procedure for Conducting Courier Service Activities in Electronic Commerce*, approved by Order No. 1 of the Director of the National Agency for Perspective Projects of the Republic of Uzbekistan dated 16 May 2025, a courier is defined as a natural person, including a self-employed individual, who provides goods delivery services on the basis of employment contracts and/or civil law contracts concluded with business entities, manufacturers and/or sellers of goods, catering establishments, and delivery service operators.

Delivery services are understood as an integrated service encompassing a range of operations, including the collection of goods from the seller, their transportation, delivery to the purchaser, and, where applicable, the collection of payment.

A contract for the provision of goods delivery services shall be concluded in accordance with the Civil Code of the Republic of Uzbekistan, the Law of the Republic of

Uzbekistan *On Electronic Commerce*, and other applicable legislative acts.

An order for goods delivery services may be placed by either the purchaser or the seller through the information system of an electronic commerce operator or by any other method provided for in the agreement between the parties. The terms and conditions governing the delivery service, including the delivery period, price, method of delivery, delivery area, and other relevant parameters, shall be communicated to the purchaser at the time the order is placed.

Thus, courier delivery in electronic commerce constitutes the provision of a remunerated service aimed at ensuring the prompt and reliable delivery of goods ordered in accordance with the terms of electronic contracts. The principal advantage of this service lies in its ability to satisfy the individual needs of consumers while ensuring maximum efficiency, convenience, and reliability.

Order collection points operate throughout the country, enabling consumers to receive goods purchased through online marketplaces. The prompt delivery of goods under electronic commerce contracts has become a key driver of innovative economic growth, enhancing the competitiveness of sellers and contributing to the improvement of citizens' social welfare.

In an effort to save time and reduce transaction costs, an increasing number of consumers choose the courier services offered by electronic trading platforms, which provide convenient and efficient solutions for the transportation of goods, ensuring their delivery from the supplier to the final consumer.

Courier services in electronic commerce facilitate the provision of both local and regional delivery services while reducing the risks and liabilities borne by sellers by acting as intermediaries in the performance of delivery obligations.

The organization of courier delivery depends on the company's business model, the terms of the contract, the geographical scope of operations, and its logistical capabilities. Under one model, the seller delivers goods to a regional distribution warehouse, from which the courier service dispatches orders to customers. Under another model, couriers collect parcels directly from the seller's premises for subsequent delivery to consumers.

Courier service providers frequently consolidate multiple orders destined for the same geographical area, thereby optimizing delivery routes, reducing transportation costs, and expediting the delivery process. By coordinating deliveries within specific regions, courier services minimize unnecessary trips and are able to complete multiple deliveries during a single working day, significantly enhancing the efficiency of logistics operations.

Businesses may engage multiple courier service providers to fulfil delivery orders; however, some companies prefer to cooperate with a single long-term logistics partner. The choice of delivery model generally depends on the geographical coverage of the service and the economic efficiency associated with wholesale or contractual delivery arrangements.

According to empirical research, more than 90% of online shoppers expect their purchases to be delivered within two to three days, while approximately 30% anticipate receiving their orders on the same day they are placed. Furthermore, around 66% of consumers expect free delivery for all online purchases, and nearly 70% of shopping cart

abandonment cases are attributable to high delivery costs.

A notable example of cross-border electronic commerce is the eBay marketplace, through which consumers may purchase goods for delivery to Uzbekistan. The U.S. eBay platform has been operating for more than two decades and is accessible in 37 countries. Approximately half a million transactions are conducted on the platform each day, and it has more than 155 million active users.

However, eBay does not currently provide direct delivery services to Uzbekistan, making the direct shipment of purchased goods unavailable. This logistical gap is addressed by intermediary delivery services such as Meest Shopping, which facilitate the transportation of goods purchased on eBay to Uzbekistan. Through this service, consumers may purchase products via the Polish, German, or United Kingdom branches of the American company. Such arrangements broaden consumers' access to a wider range of goods and enhance the attractiveness and development of cross-border electronic commerce.

It should be emphasized that the mobility of couriers and the optimization of logistics routes enable goods to be delivered to the designated address within the shortest possible time, thereby providing a significant competitive advantage over traditional delivery models.

Accordingly, courier services play a pivotal role in the evolving digital civil marketplace by ensuring the prompt, reliable, and destination-specific delivery of goods to end consumers.

It should also be noted that the legal regulation of courier services provided through electronic trading platforms is intended to ensure the quality of remunerated courier services, safeguard the rights and legitimate interests of consumers and other participants in the digital marketplace, and guarantee compliance with technological safety standards and the legal requirements governing this sphere of activity.

Courier activities carried out through electronic trading platforms are generally not subject to mandatory licensing. However, activities involving the transportation of certain categories of goods, such as pharmaceuticals or other regulated cargo, may require the appropriate licenses, permits, or certificates in accordance with applicable legislation.

Courier service providers operating through electronic trading platforms conclude civil law contracts with their customers that establish the essential terms governing the remunerated provision of goods delivery services. Such contracts constitute the principal legal instrument defining the rights and obligations of the parties, the terms and conditions of delivery, the cost of the services, and the procedures for the settlement of disputes.

A contract for the remunerated provision of courier services in the delivery of goods within electronic commerce constitutes both a legal fact and a legal act, giving rise to, modifying, or terminating the civil rights and obligations of the parties in accordance with the terms of the agreement.

As is well established, many courier service providers operating through electronic trading platforms conduct their business on the basis of a public offer published on their official websites. Such a contract is deemed to have been concluded upon the customer's acceptance of the terms of the public offer.

The contract should clearly define the courier service provider's liability for the loss of, damage to, or delay in the delivery of goods. Customers are entitled to a comprehensive set of rights protected under consumer protection legislation, including the right to receive complete and accurate information regarding the services provided, their cost, delivery timeframes, and the terms and conditions governing the performance of the order.

Courier service providers are required to perform their services in accordance with the agreed contractual terms and established quality standards. In the event of a breach of contract, including the loss of or damage to goods or an unreasonable delay in delivery, the customer is entitled to claim compensation for damages in the manner prescribed by civil legislation.

Furthermore, courier service providers operating through electronic trading platforms collect and process customers' personal data, which necessitates strict compliance with personal data protection legislation. The personal data of both the customer and the service provider may be processed only with the relevant data subject's consent and exclusively for the purpose of providing courier services. In this regard, courier service providers are obligated to ensure the confidentiality and security of digital data by protecting it against unauthorized access, alteration, disclosure, or data breaches. Customers must be informed in advance about the categories of personal data collected, the purposes for which such data will be used, and the safeguards applied to protect it in accordance with applicable legislation and the terms of the contract.

The remunerated provision of courier services through electronic trading platforms constitutes a specific type of economic activity that may be carried out under the self-employment regime on the basis of an agency agreement. Accordingly, where a courier provides delivery services pursuant to an agency agreement, registration as an individual entrepreneur is generally not required.

The generally accepted operational requirements applicable to courier services provided through electronic trading platforms include:

- compliance with the minimum delivery periods stipulated in the contract;
- obtaining the customer's acknowledgment of receipt upon delivery of the goods as evidence of successful delivery;
- and ensuring that goods are delivered within the agreed timeframes and in their original condition, free from loss or damage, irrespective of the value, weight, or dimensions of the shipment.

At present, Uzbekistan has a wide range of electronic commerce courier service providers offering services tailored to consumers' needs, including the delivery of food products, pharmaceuticals, and other socially significant goods.

Accordingly, the legal regulation of courier activities in electronic commerce plays a crucial role in ensuring the reliability, transparency, and lawfulness of the digital marketplace, while also strengthening consumer confidence in online platforms and their delivery services.

A systematic analysis demonstrates that many logistics professionals may lawfully provide courier services under the self-employment regime without contravening the applicable legislation. Self-employed individuals are entitled to provide remunerated goods delivery services to commercial organizations,

provided that the organization grants them access to its online cash register (cash register equipment) for processing payments from customers and that such equipment is registered in the name of the selling organization.

Among self-employed individuals, courier delivery is one of the most popular forms of economic activity, as it does not require specialized professional qualifications and remuneration for completed deliveries is typically received promptly, either immediately after the delivery has been completed or at the end of the working shift.

In practice, couriers engaged in electronic commerce deliver goods using a variety of means of transport, including on foot, by electric scooters, bicycles, scooters, motorcycles, and motor vehicles, depending on the nature of the delivery service and logistical requirements.

Pursuant to Article 25 of the Law of the Republic of Uzbekistan No. LRU-792 *On Electronic Commerce*, dated 29 September 2022, where a contract includes a term requiring the delivery of goods, the seller is obligated to deliver the goods to the location designated by the purchaser within the period specified in the contract. For the purpose of fulfilling this obligation, the seller may:

- carry out the delivery independently using its own means of transport, unless otherwise provided by law;
- engage delivery service providers that are legally authorized to provide transportation services for goods (works and services); or
- employ any other method of delivery that is not prohibited by applicable legislation.

Where the applicable legislation requires the issuance of a waybill, the delivery of goods, works, or services within the framework of electronic commerce shall be carried out exclusively on the basis of an electronically issued waybill.

Where the delivery period is neither specified in the contract nor capable of being determined from its terms, the goods shall be delivered within a period not exceeding thirty days from the date on which the purchaser accepts the public offer. In the event of a delay in delivery, the seller shall bear liability in accordance with the applicable legislation.

Unless otherwise provided by the contract, the seller is required to deliver the goods to the purchaser and simultaneously provide all documents required by law, including, where applicable, the technical passport, certificate of conformity (or quality certificate), and instructions for use.

Unless otherwise provided by legislation, a retail sales contract shall be deemed to have been duly performed upon the delivery of the goods to the purchaser or to a person presenting a document confirming either the conclusion of the contract or the arrangement for delivery.

Pursuant to Resolution No. 806 of the Cabinet of Ministers of the Republic of Uzbekistan, dated 23 December 2020, the *Regulation on the Procedure for Carrying Out Activities as a Self-Employed Person* was approved. The Regulation establishes the notification-based procedure for the registration of self-employed persons and governs the exercise of self-employment activities.

Accordingly, natural and legal persons engaging self-employed individuals to perform work or provide services under contractual arrangements act as the customers of such works or services. Under the Regulation, a self-employed person is defined

as a citizen who independently carries out income-generating activities through the provision of services or the performance of work for natural and legal persons on the basis of personal labour, without being registered as an individual entrepreneur.

Self-employed persons are entitled to:

- have their period of self-employment recognized as part of their employment record;
- benefit from tax incentives and other privileges provided for by the applicable legislation; and
- be registered with the state tax authorities.

For the purpose of maintaining official records, a unified and systematized database (register) of self-employed persons has been established and integrated into the interdepartmental software and technical platform known as the *Unified National Labour System*. Upon registration, a self-employed person is issued an electronic certificate of registration through a dedicated mobile application or a personal online account, confirming his or her legal status as a self-employed person.

The establishment and maintenance of the register of self-employed persons are administered by the state tax authorities, and information concerning an individual's registration is automatically recorded in his or her electronic employment record.

A natural person registered as a self-employed individual is not required to undergo state registration as an individual entrepreneur. At the same time, self-employed persons are not permitted to employ hired workers and may not simultaneously perform work as employees under an employment contract.

Organizations are entitled to engage self-employed individuals to provide one-time services or perform specific works on the basis of a civil law contract. Remuneration paid to self-employed persons is not subject to the assessment of social tax.

Registration as a self-employed person may be completed through:

- a dedicated mobile application or the taxpayer's personal online account;
- the Unified Interactive Public Services Portal;
- the state tax authorities; or
- electronic trading platforms (marketplaces) integrated with the tax authorities.

In such cases, the registration application is submitted by the self-employed individual through biometric identification and an electronic signature, including the use of Face ID technology or other equivalent identification systems that have been officially certified by the Cybersecurity Directorate.

The registration of self-employed persons with the state tax authorities is carried out in accordance with Appendix No. 1 to the above-mentioned Regulation.

The registration application of a self-employed person must contain the following information:

- the Personal Identification Number of an Individual (PIN) (except where registration is completed by means of an electronic digital signature);
- the categories of activities (works and services) that may be carried out by self-employed persons, as approved by the Appendix to Resolution No. PP-4742 of the President of the Republic of Uzbekistan, dated 8 June 2020, *On Measures to Simplify the State*

Regulation of Entrepreneurial Activity and Self-Employment;

- the proposed place of carrying out the self-employment activity; and
- the mobile telephone number of the self-employed person together with other relevant contact information.

The registration application is automatically populated with information regarding the applicant's surname, given name, patronymic, passport (or ID card) series and number, and residential address, based on data contained in the information systems of the State Tax Committee of the Republic of Uzbekistan and the Ministry of Internal Affairs.

Self-employed persons are registered with the state tax authorities at the place where they carry out their self-employment activities.

A certificate of registration as a self-employed person containing a two-dimensional barcode (QR code) is generated through a dedicated mobile application or the user's personal online account in accordance with the template set out in Appendix No. 2 to the Regulation approved by Resolution No. 806 of the Cabinet of Ministers of the Republic of Uzbekistan, dated 23 December 2020. The certificate is issued in the official state language (Uzbek) and, at the request of the applicant, may also be issued in Russian, English, or, where technically feasible, in another language.

A self-employed person may download the certificate of registration in electronic form through the dedicated mobile application or personal online account, or obtain a hard copy from the state tax authorities. The certificate of registration as a self-employed person is issued for an indefinite period.

Self-employed persons are required to pay social tax once a year in an amount not less than 50% of the Basic Calculation Amount (BCA), irrespective of the actual period of work performed. The full amount of the social tax paid is transferred to the Extra-Budgetary Pension Fund under the Ministry of Finance of the Republic of Uzbekistan. On this basis, pensionable income is determined for the calculation of pension benefits in accordance with the procedure applicable to individual entrepreneurs.

Where a self-employed person ceases his or her activities, a notice of termination must be submitted to the state tax authorities through the dedicated mobile application or the personal online account prior to the actual cessation of the self-employment activity.

A notice of temporary suspension of a self-employed person's activities, once received by the state tax authorities, constitutes the legal basis for suspending the obligation to pay social tax for the period during which the individual does not carry out any self-employment activity.

Through the dedicated mobile application, self-employed persons are able to:

- accept orders and receive payment for services rendered or goods supplied;
- issue electronic invoices for services provided or goods sold to legal entities;
- maintain voluntary records of income and expenditure through the mobile application and subsequently use such records, including for the purposes of obtaining credit and/or determining tax liabilities;
- advertise goods, works, and services; and
- receive quality assessments of the services provided or goods supplied, together with customer reviews and feedback.

Self-employed persons are entitled to use cash register equipment and payment

terminals for settlements made by means of bank payment cards and to open bank accounts with commercial banks in accordance with the procedure established by the applicable legislation.

Commercial banks may extend credit to self-employed persons who maintain records of their income and expenditure through the dedicated mobile application, in accordance with the procedures applicable to individual entrepreneurs. Registration of a self-employed person with the state tax authorities constitutes the legal basis for receiving payments in foreign currency from non-residents into the individual's account with a commercial bank as remuneration for services rendered or work performed.

Civil law relationships between self-employed persons and the customers of services or works are governed by contractual arrangements and established commercial customs. A contract between a self-employed person and the customer may be concluded orally where this is consistent with established commercial practice, or in written form where required by the nature of the legal relationship or by agreement of the parties.

When concluding a contract, the parties are free to determine its terms and conditions, including the manner of performance of contractual obligations and the grounds for termination. The parties to the contract (transaction) shall perform their obligations in accordance with the Civil Code of the Republic of Uzbekistan. Any disputes arising from contractual relations shall be resolved either by mutual agreement of the parties or through judicial proceedings.

It should be noted that Resolution No. 885 of the Cabinet of Ministers of the Republic of Uzbekistan, dated 26 December 2024, *On Measures for the Further Development of Electronic Commerce in the Republic of Uzbekistan*, provides that, from 1 July 2025:

- electronic commerce operators, legal entities, individual entrepreneurs, and self-employed persons acting as sellers in electronic commerce, or providing goods delivery services or passenger transportation by passenger motor vehicles on the basis of customer orders, shall conduct all monetary settlements exclusively through designated bank accounts;
- income earned by self-employed persons from electronic commerce activities shall be credited to a separate bank account linked to the self-employed person's bank payment card; and
- the amount of funds credited to the separate bank account of a self-employed person shall be taken into account when determining revenue from the sale of goods, works, or services for the purpose of establishing whether the individual is liable to pay turnover tax.

With a view to creating a favourable legal environment for self-employed persons engaged in electronic commerce, Resolution No. 885 provides, inter alia, the following measures.

First, self-employed persons engaged in the delivery of goods, works, or services on the basis of customer orders, or in the transportation of passengers, are entitled to:

- deposit funds in advance into designated bank accounts for the subsequent transfer of payments to the supplier of goods, works, or services or to the relevant electronic commerce operator; and
- accept cash payments for delivered goods, works, or services. In such cases, they are permitted to retain cash in an amount equivalent

to the sum transferred to the supplier, without the obligation to deposit such cash through mandatory cash collection procedures.

Second, in order to promote the export of goods through electronic trading platforms, legal entities, individual entrepreneurs, and self-employed persons are permitted to dispatch goods sold to foreign markets by means of courier and postal services, including sales conducted through foreign electronic trading platforms, without the mandatory registration of foreign trade contracts in the Unified Electronic Information System for Foreign Trade Operations.

Furthermore, electronic trading platforms are required to integrate with the information systems of the tax and customs authorities of the Republic of Uzbekistan in order to ensure the transparency of commercial transactions and effective control over the movement of goods and financial flows.

According to the *Regulation on the Procedure for Conducting Courier Service Activities in Electronic Commerce*, approved by Order No. 1 of the Director of the National Agency for Perspective Projects of the Republic of Uzbekistan, dated 16 May 2025, the terms and conditions governing the provision of delivery services are to be determined by agreement among the participants in electronic commerce—including sellers, purchasers, the electronic commerce operator, and the delivery service operator—in accordance with the requirements of the Regulation and other applicable legislative acts.

The fundamental principles governing the provision of delivery services include:

Reliability – ensuring the integrity of the goods and preserving their consumer characteristics and commercial condition throughout the delivery process;

Timeliness – complying with the delivery timeframes agreed upon with the purchaser, while providing timely notification of any anticipated or actual delays;

Safety – complying with all applicable requirements designed to ensure the safety of both the goods and the courier; and

Transparency and Information – enabling the purchaser, where technically feasible, to track the status of the delivery and receive information regarding the estimated arrival time of the courier.

Acceptance of Payment

Delivery service operators and couriers (hereinafter referred to as *delivery service providers*) are entitled to accept payment from purchasers for goods and/or delivery services, including payment in cash, where such authority is provided for under the contract concluded with the seller or the electronic commerce operator. In doing so, they must comply with the applicable legal requirements, including the mandatory use of cash register equipment or the issuance of a receipt, whether in electronic or paper form.

Requirements for the Delivery of Food Products

When delivering food products, delivery service providers are required to comply with the applicable legislation, sanitary rules, sanitary standards, and hygiene regulations, and to ensure that vehicles and thermal containers (insulated delivery bags) are properly equipped in accordance with the prescribed food storage requirements.

In particular, the following requirements must be observed:

- vehicles, thermal containers, and packaging materials must be maintained in a clean and serviceable condition and be subject to regular cleaning and disinfection;

• packaging materials must be manufactured from food-contact-approved materials and must protect food products against contamination, animals, and insects;

• the following categories of goods must be transported separately:

raw and ready-to-eat food products;

chilled, frozen, and hot food products;

food and non-food products; and

strongly odorous food products and other goods, which must be transported in separate thermal containers or separated by insulated partitions;

• for perishable and temperature-sensitive food products, couriers must be provided with properly functioning thermal containers and, where necessary, temperature-monitoring devices, including temperature indicators and data loggers; and

• food products shall be handed over to the courier only in sealed packaging, which must be intact, clean, and free from any foreign odours.

Obligations of the Delivery Service Operator

A delivery service operator is required to:

- conclude employment contracts and/or civil law contracts with couriers;
- pay wages or contractual remuneration in a timely manner and in full;
- provide couriers with training on the requirements of applicable legislation, occupational health and safety standards, and delivery procedures using information systems;
- equip couriers, where necessary, with thermal containers, fiscal devices, identification badges, and special work clothing;
- establish and supervise procedures governing the delivery, receipt, and transfer of goods and monetary funds;
- organize the review and handling of consumer complaints;
- obtain the couriers' consent to the processing of their personal data and to the disclosure of such data to purchasers; and
- bear subsidiary liability for the safekeeping of goods until they are delivered to the purchaser.

Rights of the Delivery Service Operator

A delivery service operator is entitled to:

- engage couriers to provide delivery services;
- require couriers to comply with the applicable legislation, the provisions of the Regulation, and the operator's internal rules;
- provide couriers with vehicles and other operational resources; and
- receive payment for the services rendered.

Obligations of the Courier

A courier is required to:

- comply with the applicable legislation, traffic regulations, and sanitary and hygiene requirements;
- ensure the safekeeping of the goods, preserve the integrity of their packaging, and maintain the required temperature conditions during transportation;
- deliver the goods within the agreed delivery timeframes;
- use the mobile applications, navigation systems, and equipment provided by the delivery service operator;
- promptly notify the delivery service operator or the seller of any difficulties arising during the delivery process; and
- maintain the confidentiality of purchasers' personal data and information relating to orders.

Rights of the Courier

A courier is entitled to:

- accept cash payments for goods where permitted by law or contract;
- receive remuneration and any additional payments within the prescribed time limits; and
- refuse to perform a delivery where its execution would violate the law, endanger the courier's life or health, or where the goods fail to comply with the applicable legal requirements.

Prohibited Conduct

A courier is prohibited from:

- opening the packaging of goods without authorization;
- delivering goods to any person other than the purchaser specified in the order;
- using unsafe or unsuitable means of transportation;
- intentionally damaging or destroying goods;
- demanding payment in excess of the agreed amount;
- disclosing purchasers' personal data or information relating to orders; or
- performing delivery services while under the influence of alcohol, narcotic drugs, or toxic substances.

The effective implementation of the national legal framework, taking into account the continuing development of courier services performed by self-employed persons within electronic commerce, establishes the necessary legal foundations for ensuring the timely delivery of goods within the contractual time limits and for strengthening the confidence of participants in the digital marketplace.

Conclusions and Recommendations

1. Research Findings

The rapid development of electronic commerce has led to the emergence of a new category of participants in civil transactions, namely self-employed individuals providing courier services through digital platforms and online marketplaces. Despite the widespread adoption of this delivery model, the current legislation of the Republic of Uzbekistan, including the Law *On Electronic Commerce*, does not provide a comprehensive legal framework governing the legal status of self-employed couriers, the allocation of civil liability among the seller, the electronic commerce platform operator, and the courier, or the specific rules governing the conclusion and performance of delivery contracts within the digital environment.

Under contemporary conditions, the courier can no longer be regarded merely as the factual performer of delivery services. Rather, the courier has evolved into an independent participant in digital civil legal relations, simultaneously interacting with the electronic platform, the seller, and the consumer. This transformation necessitates the development of a new model of legal regulation founded on the principles of digital identification of market participants, transparency of algorithmic order allocation, a fair balance of the parties' interests, good faith in the performance of contractual obligations, and effective protection of consumer rights.

Accordingly, legislative reform should focus on formally recognizing the legal status of self-employed couriers as independent participants in electronic commerce, clearly defining their rights, duties, and the limits of their civil liability, while establishing effective legal mechanisms for the digital monitoring and enforcement of contractual obligations.

2. Proposals for Improving the Law of the Republic of Uzbekistan *On Electronic Commerce*

1. **Establish the legal status of self-employed couriers.** It is proposed to supplement the Law with a new provision defining a *self-employed courier* as follows:

"**A self-employed courier**" means a natural person duly registered in accordance with the law who provides goods delivery services through a digital platform or an electronic trading system without entering into an employment relationship with the platform operator.

2. **Define the legal status and obligations of digital platforms.** The Law should impose the following obligations on operators of online marketplaces:

to verify the identity of couriers;

to maintain an electronic register of delivery service providers;

to retain digital records relating to the performance of delivery services; and

to implement electronic confirmation of the transfer of goods.

3. **Regulate the allocation of civil liability.** The Law should expressly provide that:

the seller is responsible for the quality of the goods;

the courier is responsible for the safekeeping of the goods from the moment of receipt until delivery to the purchaser; and

the electronic platform operator is responsible for the proper functioning of the digital infrastructure and the accuracy of electronic information.

4. **Introduce digital confirmation of contractual performance.** The Law should recognize the fulfilment of delivery obligations through the use of:

QR codes;

electronic signatures;

biometric identification;

geolocation technologies;

photographic evidence; and

trusted digital timestamps.

Such digital confirmation should constitute legally admissible evidence of proper performance of contractual obligations.

5. **Introduce electronic delivery insurance.** The Law should provide for the possibility of voluntary or mandatory digital liability insurance for self-employed couriers engaged in the delivery of high-value goods.

6. **Regulate the use of artificial intelligence.** The Law should include a provision requiring that algorithms used for the allocation of delivery orders:

operate without discrimination;

ensure transparency of the allocation criteria; and

remain subject to review by the competent public authorities in the event of legal disputes.

7. **Introduce an Online Dispute Resolution (ODR) mechanism.** The Law should establish a mandatory pre-trial electronic dispute resolution procedure for disputes arising between:

consumers;

sellers;

couriers; and

operators of online marketplaces.

8. **Establish the concept of "digital liability."** Digital platform operators should be required to retain delivery-related digital records for a statutory minimum retention period so that such records may be used as admissible evidence in judicial or administrative proceedings.

9. **Introduce a separate chapter entitled "Delivery of Goods in Electronic Commerce."** It is proposed that the Law of the Republic of

Uzbekistan *On Electronic Commerce* be supplemented with a separate chapter comprehensively regulating:

the legal status of self-employed couriers;

the rights and obligations of sellers, platform operators, and couriers;

the conclusion and performance of digital delivery contracts;

the use of electronic evidence;

the application of artificial intelligence technologies in organizing delivery services;

the operation of Online Dispute Resolution (ODR) mechanisms; and

the civil liability regime applicable to participants in the digital logistics ecosystem.

3. Recommendations for Improving Law Enforcement Practice

1. **Establish a unified digital register of self-employed couriers.** Such a register would:

verify the legality of courier activities;

confirm the legal status of delivery service providers; and

reduce the risk of fraud.

2. **Introduce a standardized electronic delivery contract.** It is recommended that a model digital delivery contract be adopted for use between:

the online marketplace;

the seller;

the courier; and

the consumer.

3. **Promote the use of digital evidence in dispute resolution.** Courts should recognize the following as admissible forms of evidence:

GPS tracking data;

electronic receipts;

digital platform logs;

data generated by mobile applications;

electronic communications;

and QR code confirmation of the transfer of goods.

4. **Develop judicial guidance by the Supreme Court.** It is recommended that the Plenum of the Supreme Court adopt a resolution providing authoritative guidance on:

determining the moment at which delivery obligations are deemed to have been performed;

the allocation of liability among participants in electronic commerce;

the use and evidentiary value of digital evidence; and

the legal assessment of the conduct of online marketplace operators.

5. **Introduce a digital courier reliability rating system.** A unified digital rating system should be established on the basis of:

the number of successfully completed deliveries;

compliance with agreed delivery timeframes;

the number of substantiated consumer complaints;

and the overall quality of service provided.

6. **Strengthen digital legal literacy.** Regular training programmes should be organized for:

self-employed couriers;

operators of online marketplaces; and

other participants in electronic commerce.

7. **Implement a risk-based regulatory oversight model.** Government supervision should be based primarily on the analysis of digital data rather than routine comprehensive inspections. Such an approach would reduce the administrative burden imposed on compliant market participants while improving the efficiency of regulatory enforcement.

The implementation of these recommendations would address the existing

gaps in the legal regulation of electronic commerce, strengthen the protection of consumer rights, enhance legal certainty for self-employed couriers and online marketplace operators, and contribute to the sustainable development of electronic commerce and the digital economy of the Republic of Uzbekistan.

