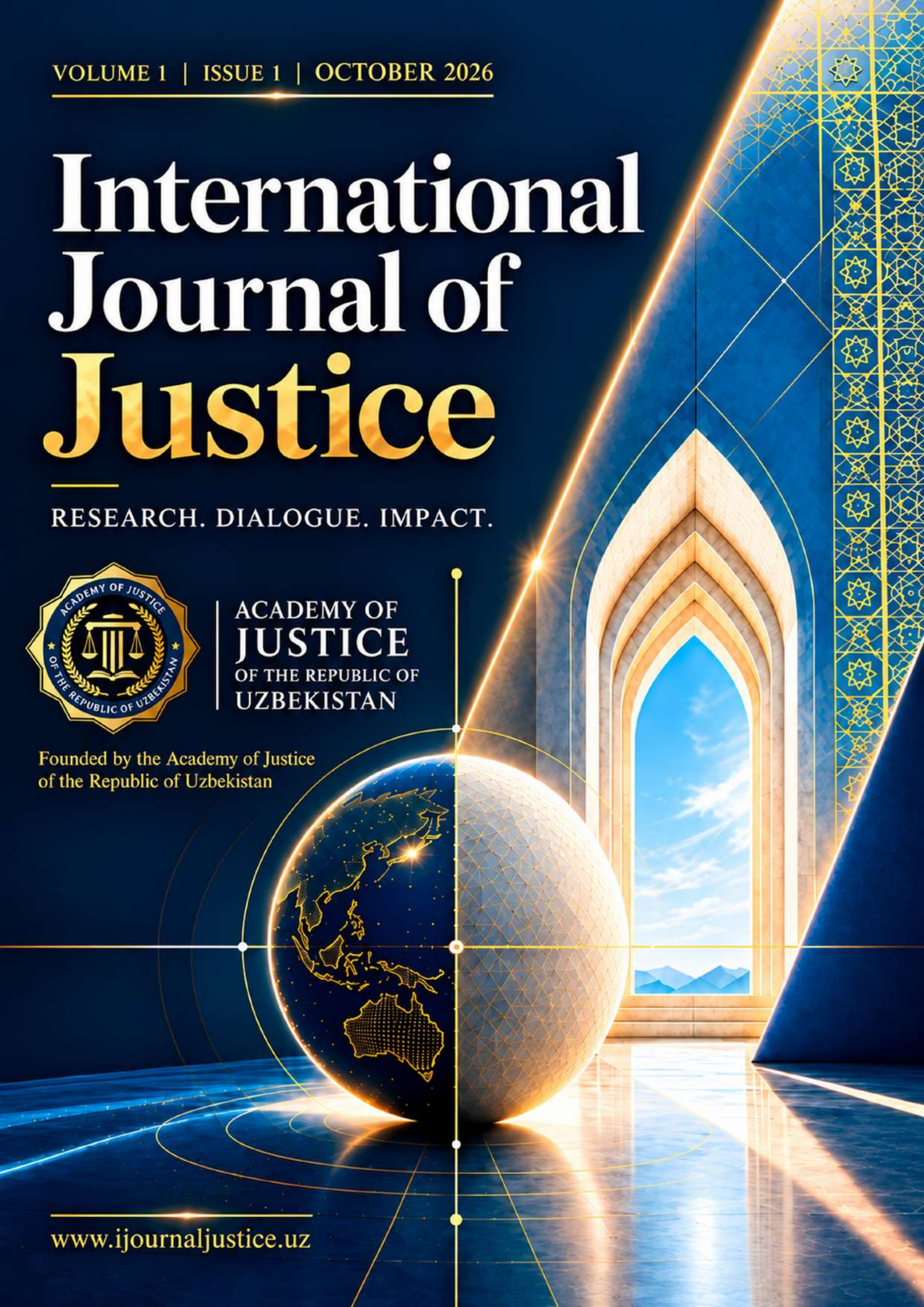
VOLUME 1 | ISSUE 1 | OCTOBER 2026

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

ORGANIZATIONAL AND LEGAL MECHANISMS FOR COMPENSATION OF CONSTRUCTION CONTRACT DAMAGES

Donayev Abduqodir Haydarovich
Doctor of Philosophy in Law (PhD),
Independent Researcher of the Academy of Justice of the Republic of Uzbekistan
E-mail: galaxysamsung48@gmail.com
ORCID ID: 0009-0005-8578-9112



Abstract. *This article examines organizational and legal mechanisms for securing compensation for damages under construction contracts in Uzbek civil law. The relevance of the study is determined by the complex and long-term nature of construction obligations, where breach of contract may affect not only payment relations but also the safety, usability and economic value of the constructed object. The research applies doctrinal legal analysis, comparative legal method and functional analysis of contractual risk allocation. The article argues that compensation for damages in construction contracts should not be treated only as a judicial monetary remedy after breach. It should be supported throughout the whole life cycle of the contract by clear technical documentation, balanced duties of the client and contractor, technical supervision, acceptance procedures, warranty retention, insurance, subcontractor control and documented notice mechanisms. The article concludes that a separate contractual block on damage-security mechanisms and a project risk passport could improve contractual discipline and reduce disputes in construction practice.*

Keywords: *construction contract; damages; compensation; contractor; client; technical documentation; warranty retention; risk allocation*

Introduction

Construction contracts occupy a specific place in the system of civil law obligations because they connect private contractual interests with technical, financial and public-safety dimensions. A failure to perform construction work properly may create a simple payment dispute, but it may also affect the safety of a building, the functionality of infrastructure, the use of budgetary or private investment and the ability of the client to obtain the expected economic result. For this reason, the legal regime of damages in construction contracts should be examined not only through the classical formula of civil liability, but also through the organizational arrangements that make compensation practically enforceable.

The Civil Code of the Republic of Uzbekistan, approved by the Laws No. 163-I of 21 December 1995 and No. 256-I of 29 August 1996, defines the construction contract as an agreement under which the contractor undertakes, within the period fixed by the contract, to construct a specific object or perform other construction work, while the client undertakes to create the conditions necessary for performance, accept the result and pay the agreed price. This definition already demonstrates that the parties' duties are interdependent. The contractor's duty to perform cannot be assessed separately from the client's duties to provide access, documentation, financing, technical cooperation and acceptance.

In construction practice, however, damages are often discussed mainly at the stage of litigation: a party claims loss, proves breach, causation and amount, and asks the court to award compensation. Such an approach is incomplete. In complex

construction projects, the ability to compensate damages depends on whether the parties created a documentary, financial and technical basis for responsibility before the breach occurred. If the contract does not clearly define the scope of work, project documentation, interim acceptance, hidden works, warranty obligations and notification rules, the injured party may face substantial evidentiary difficulties even where damage is real.

Modern construction law and construction management literature also confirm that disputes usually arise from contract ambiguity, design errors, changes, poor communication, delay, payment issues and quality defects. Empirical research on binding dispute resolution mechanisms in the construction industry shows that unforeseen changes, lack of communication, ambiguities in contract documents, design errors and work progress delays are among the causes most commonly associated with disputes reaching binding resolution mechanisms [1]. Another study on claims leading to construction delays indicates that contract-related problems and inappropriate actions of the owner may be decisive causes of delay claims [2]. These findings are highly relevant for Uzbek private law because they demonstrate that damages compensation must be supported by a preventive contractual architecture.

The purpose of this article is to identify organizational and legal mechanisms that can secure compensation for damages under construction contracts. The central argument is that damages compensation should be understood as a life-cycle mechanism: it begins at the stage of contract drafting and continues through technical documentation, site handover, financing, execution, supervision, interim acceptance, final acceptance, warranty period and post-completion defect management.

Materials and Methods

The research is based on a doctrinal analysis of Uzbek civil law rules on construction contracts and civil liability, a comparative analysis of selected foreign and international approaches to construction contract risk allocation, and a functional analysis of mechanisms that make damages compensation effective in practice. The doctrinal method is used to determine the legal nature of the parties' duties and the place of damages among civil-law remedies. The comparative method is used to evaluate the relevance of FIDIC contract practice, the Society of Construction Law Delay and Disruption Protocol, and recent English-language construction management studies for Uzbek contractual practice. The functional method is used to assess whether a particular mechanism prevents damage, facilitates proof of damage, allocates risk, or secures actual recovery.

The empirical basis of the study consists of typical construction-contract clauses used in practice, especially clauses concerning technical documentation, work schedules, financing, technical supervision, acceptance, hidden works, warranty periods, defect removal, retention sums, insurance and subcontractor notification. The article does not rely on invented statistics. Where empirical claims are made, they are derived from published studies and official or professional sources. Normative references to Uzbek legislation are made in the text in accordance with the journal requirement that official legal documents should not be placed in the final reference list.

The literature review covers recent English-language studies and professional standards. Vilkonis, Antucheviciene and Kutut emphasize that construction contract quality is

important for both contractor and client, and that contract and risk management need further development [3]. The Society of Construction Law Protocol explains delay and disruption issues as matters requiring structured analysis of time and compensation [4]. FIDIC's 2017 Red Book remains a leading model for works designed by the employer and is widely used as a professional benchmark for balanced construction contract administration [5]. These sources are used not as binding rules for Uzbekistan, but as comparative reference points for designing more predictable contractual mechanisms.

Results

The study identifies eight organizational and legal mechanisms that are particularly important for securing damages compensation in construction contracts. The first mechanism is precise definition of the contract subject, the scope of work and the hierarchy of technical documents. A construction contract is not exhausted by the promise to build. It normally depends on project documentation, estimates, working drawings, specifications, technical standards, permits and performance schedules. If these documents are incomplete or contradictory, it becomes difficult to determine whether the contractor departed from the agreed requirements or whether the client changed the project during performance.

The second mechanism is the correct reflection of interdependent obligations of the client and contractor. The contractor must perform and deliver the result, but the client must create the necessary conditions for performance. Article 677 of the Civil Code of the Republic of Uzbekistan imposes a cooperation duty on the parties by requiring reasonable measures to remove obstacles to proper performance. Therefore, damages caused by delay or defective performance cannot be allocated mechanically to the contractor without examining whether the client provided the site, documentation, financing and approvals in due time.

The third mechanism is permanent technical supervision and documentation of the construction process. Damage in construction is often not produced at the final stage; it develops during performance through the use of improper materials, non-observance of technical rules, deviations from drawings, delay in supply, or undocumented changes. A technical supervisor or technical auditor performs not only a control function but also a documentary function. Records of inspections, test results, site meetings, material certificates and construction diaries may later become decisive evidence for establishing breach, causation and the amount of loss.

The fourth mechanism is strict regulation of hidden works and interim acceptance of critical structures. Hidden works are legally significant because their quality cannot be fully verified after subsequent works cover them. The contractor's duty to notify the client and the competent inspection body before such works are covered, and the duty to open and restore them at the contractor's expense if they were performed without proper confirmation, reduce the risk of latent defects. This mechanism has a preventive and evidentiary nature: it prevents major defects and creates proof if defects arise.

The fifth mechanism is a clear warranty and defect-removal regime. Construction works may reveal defects after acceptance, and therefore the contractor's responsibility cannot end at the moment of signing the acceptance act. Warranty clauses should define the period, the procedure for recording defects, the

deadline for removal, the consequences of refusal to sign a defect act and the client's right to use the retention amount. Warranty retention should not be treated only as a payment delay; it is a legal security instrument that makes the contractor's post-acceptance obligations economically enforceable.

The sixth mechanism is insurance and contractual allocation of construction risks. Before acceptance, the object, materials, equipment and temporary structures may be exposed to accidental loss or damage. Risk allocation clauses determine which party bears this risk and whether insurance is required. International contract practice gives special attention to insurance, indemnity and risk allocation because compensation is ineffective if the party liable for damage lacks sufficient resources. Insurance transforms the abstract duty to compensate into a more reliable recovery mechanism.

The seventh mechanism is control over subcontractors. Large construction projects usually involve several subcontractors. Nevertheless, the general contractor remains responsible before the client for proper performance unless the law or contract provides otherwise. Comparative studies of foreign practice also emphasize that contractors may be liable for the actions of assistants and subcontractors, while some systems restrict complete transfer of all works to subcontractors without appropriate consent. Uzbek construction contracts should therefore require notification of subcontractors, disclosure of the subject of subcontracted works, and direct responsibility of the general contractor for subcontractor-caused defects or delay.

The eighth mechanism is a documented notice procedure for additional works, changes and obstacles. Additional works often arise because of design errors, unforeseen technical conditions or client-initiated changes. If the contractor performs additional works without timely notice, later recovery of costs may become difficult. Conversely, if the client does not respond to a justified notice, performance may be delayed and damages may be attributed differently. Notice clauses should therefore specify the form of notice, the period for response, the consequences of silence, the procedure for suspension and the rules for approving additional estimates.

Table. Functional model of damage-security mechanisms in construction contracts

Mechanism	Risk addressed	Legal function
Technical documentation and work scope	Ambiguity of the subject, design deviations, unapproved changes	Defines breach and evidentiary basis
Technical supervision and construction diary	Unrecorded defects, poor quality, hidden delay causes	Prevents damage and preserves proof
Hidden works and interim acceptance	Latent defects, impossibility of later inspection	Creates preventive control and proof
Warranty period and retention amount	Post-acceptance defects and refusal to repair	Secures real performance and compensation
Insurance and risk passport	Accidental damage, insolvency, unclear allocation of risk	Transforms risk into recoverable financial protection
Subcontractor control	Defects or delay caused by third-party performers	Maintains responsibility of the general contractor

Discussion

The identified mechanisms show that damages compensation in construction contracts has two dimensions. The first is the classical civil-law dimension: a party that breaches an obligation must compensate the losses caused by that breach, subject to the elements of liability. The second is the organizational dimension: the contract must create the conditions under which breach, damage, causation and the amount of compensation can be identified and proved. Without the second dimension, the first dimension often remains declarative.

This conclusion is consistent with modern construction-dispute research. Recent studies show that claims and disputes are strongly connected with delay, cost, quality risks, contract incompleteness and insufficient communication [6; 7]. A review of delays and conflicts in construction projects also indicates that delay and conflict causes are interrelated and require management strategies rather than only post-factum adjudication [8]. Thus, legal regulation should not wait for a dispute to mature. It should encourage contractual mechanisms that prevent loss, clarify responsibility and preserve evidence.

The same approach is reflected in professional contract instruments. FIDIC contracts give a central role to notices, determinations, claims, variations, quality control and taking-over procedures [5]. The Society of Construction Law Delay and Disruption Protocol provides guidance for extension of time and compensation analysis in delay and disruption situations [4]. These instruments are not binding Uzbek law, but they illustrate a functional principle that may be useful for national practice: compensation is more predictable when the contract links risk events to notice, records, time analysis and valuation procedures.

A particularly important issue for Uzbek law is the relationship between acceptance acts and damages. In practice, the act of acceptance may be treated as evidence that the contractor has completed the works. At the same time, signing an acceptance act should not automatically exclude claims for hidden defects, non-compliance with mandatory construction norms or defects discovered during the warranty period. The legal value of acceptance acts should therefore be differentiated: they confirm delivery and visible acceptance, but they do not remove liability for latent or warranty defects where the legal and contractual conditions for such liability are present.

Another issue concerns liquidated damages and penalties. Monetary penalties are common and useful, especially for delay. However, an excessive reliance on penalties may narrow the legal analysis. Penalties do not replace the need to document actual losses, allocate risks, insure the object, secure warranty obligations and manage subcontractors. Comparative scholarship on monetary remedies in construction contracts notes that compensation, penalties and liquidated damages may coexist as different contractual tools [9]. Therefore, Uzbek construction contracts should combine penalty clauses with mechanisms that ensure actual recovery and proper performance.

The proposed model also requires attention to proportionality and balance. Construction contracts are based on cooperation, and both parties may contribute to delay or damage. If the client delays financing, fails to provide documents, refuses acceptance without grounds or changes the technical documentation, the contractor's

responsibility should be assessed in light of these circumstances. Conversely, if the contractor ignores technical requirements, performs hidden works without approval, fails to notify obstacles or improperly delegates work to subcontractors, the contractor should not be able to avoid liability by referring to the complexity of construction.

From a legislative and contractual-policy perspective, the most practical solution is not to create a completely new liability regime for construction contracts. A more efficient approach is to improve standard contractual documentation. Standard construction contract forms may include a separate section entitled "Mechanisms for Securing Compensation for Damages". This section should regulate warranty retention, insurance, technical supervision, construction diary, hidden works, defect registry, subcontractor responsibility, additional works notice, risk passport and the evidentiary status of project documents.

A project risk passport may be especially useful for large construction projects. It would identify key risks before performance begins: delay risk, financing risk, design risk, site access risk, material quality risk, hidden works risk, subcontractor risk, accident risk and warranty risk. For each risk, the passport should indicate the responsible party, required documents, insurance or retention mechanism, notice procedure and dispute-prevention step. Such a document would not replace the contract, but it would make contractual risk allocation clearer and more operational.

Electronic documentation can further strengthen this model. Defects discovered during the warranty period may be recorded in an electronic defect registry, with indication of the date, responsible person, deadline for repair, estimated cost and status of execution. This would reduce disputes over whether a defect was notified, whether the contractor received the claim and whether the deadline for repair expired. In public and large private projects, such digital documentation may also support transparency and reduce corruption risks in acceptance and payment procedures.

Conclusion

The construction contract is a complex civil-law obligation in which damages compensation should not be reduced to a claim filed after breach. The effectiveness of compensation depends on the quality of contractual organization before and during performance. In Uzbek civil law, the general principles of civil liability and the special rules on construction contracts should be implemented through a system of preventive, evidentiary and financial mechanisms.

The research shows that the most important mechanisms are: precise definition of the contract subject and technical documentation; balanced duties of the client and contractor; technical supervision and construction diary; interim acceptance of hidden works; warranty period and retention amount; insurance and risk allocation; control over subcontractors; and formal notice procedures for additional works and obstacles. Each of these mechanisms performs a specific legal function: preventing damage, identifying breach, preserving evidence, allocating risk or securing actual recovery.

For improvement of construction-contract practice in Uzbekistan, it is proposed to introduce a separate section on damage-security mechanisms in standard construction contracts; develop a project risk passport for large construction projects; create an electronic warranty-defect registry; specify the evidentiary value of technical documentation

and construction diaries; and strengthen clauses on subcontractor responsibility and insurance. These measures would improve contractual discipline, reduce disputes and ensure a more effective balance between the interests of clients and contractors.

References

1. Arar J.A., Papineau C., Poirier E. An empirical evaluation of the causes leading to binding dispute resolution mechanisms in the Quebec construction industry. International Journal of Construction Management, 2024, vol. 24, no. 7, pp. 1-14. doi: 10.1080/15623599.2022.2159632.

2. Do S.T., Nguyen V.T., Tran C.N.N., Aung Z.M. Identifying and evaluating the key claim causes leading to construction delays. International Journal of Construction Management, 2023, vol. 23, no. 12, pp. 1999-2011. doi: 10.1080/15623599.2022.2030508.

3. Vilkonis A., Antucheviciene J., Kutut V. Construction Contracts Quality Assessment from the Point of View of Contractor and Customer. Buildings, 2023, vol. 13, no. 5, article 1154. doi: 10.3390/buildings13051154.

4. Society of Construction Law. Delay and Disruption Protocol. 2nd ed. London, Society of Construction Law, 2017. Available at: https://www.scl.org.uk/resources (accessed: 15.08.2026).

5. International Federation of Consulting Engineers (FIDIC). Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer. 2nd ed. Geneva, FIDIC, 2017, reprinted 2022. Available at: https://fidic.org (accessed: 15.08.2026).

6. Antoniou F., Tsioulpa A.V. Assessing the Delay, Cost, and Quality Risks of Claims on Construction Contract Performance. Buildings, 2024, vol. 14, no. 2, article 333. doi: 10.3390/buildings14020333.

7. Olalekan O.T., Hamizah Liyana binti Tajul Ariffin, Kherun Nita Ali. Construction dispute and contract incompleteness in Nigeria construction industry. Ain Shams Engineering Journal, 2023, vol. 14, no. 10, article 102153. doi: 10.1016/j.asej.2023.102153.

8. Tariq J., Gardezi S.S.S. Study the delays and conflicts for construction projects and their mutual relationship: A review. Ain Shams Engineering Journal, 2023, vol. 14, no. 1, article 101815. doi: 10.1016/j.asej.2022.101815.

9. Nguyen Thi Hoa, Leong H., Heng Y.H.A., Rosenberg K. Monetary Remedy for Breach of Contract in a Construction Sector: Solution for Practitioners. Journal of Legal Affairs and Dispute Resolution in Engineering and Construction, 2026, vol. 18, no. 2. doi: 10.1061/JLADAH.LADR-1411.

10. Assaad R., Abdul-Malak M.-A. Legal Perspective on Treatment of Delay Liquidated Damages and Penalty Clauses by Different Jurisdictions: Comparative Analysis. Journal of Legal Affairs and Dispute Resolution in Engineering and Construction, 2020, vol. 12, no. 2. doi: 10.1061/(ASCE)LA.1943-4170.0000387.

11. Hughes W., Champion R., Murdoch J. Construction Contracts: Law and Management. 5th ed. London, Routledge, 2015, 436 p.

12. Eggleston B. Liquidated Damages and Extensions of Time: In Construction Contracts. 3rd ed. Chichester, Wiley-Blackwell, 2009, 404 p.

13. Braginsky M.I., Vitryansky V.V. Contract Law. Book Three: Contracts for Works and Services. Moscow, Statut Publ., 2002, 1055 p.

14. Zakharova P.A. Construction Contract. Master's thesis. Tomsk, Tomsk State University, 2019, 96 p.

15. Idrysheva S.K. Construction contract in the legislation of Kazakhstan. Law and State, 2022, no. 1(94), pp. 23-41.

16. Foreign experience in the legal regulation of construction contracts]. Yurisprudensiya, 2024, no. 5, pp. 20-30.

