

## FEATURES OF REGULATION THE LEGAL RELATIONSHIP BETWEEN CLIENT AND LAWYER IN LEGAL FIRMS

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### ABSTRACT

The paper analyzes and compares such concepts as “legal service” and “legal assistance”. Lawyers devote the article to the study of the peculiarities of the legal regulation of the conclusion and execution of contracts for the provision of services. The conclusion is made that legal services are one of the complex and undeveloped in the theory of types of services that require recommendations to address gaps in the current legislation. An analysis is made of the practical application of contracts for the provision of legal services and contracts of commission concluded by lawyers. Concrete proposals are identified for amendments to the Law “On the Advocacy and the Bar of the Republic of the Russian Federation”, which, in our opinion, will help strengthen the independence of the institution of the bar in the Russian Federation and eliminate differences on the qualification of the legal aid agreement.

**Keywords:** contract, order of assignment, lawyer, contract for the provision of legal services on a fee, legal aid, legal service, legal service.

### INTRODUCTION

From the first years of independence of the Republic of Uzbekistan, special and constant attention has been paid to the reform of the legal profession, which is an integral part of the judicial system, the establishment of a strong, independent legal system based on democratic principles. Significant changes in the political life of the country, reforms in the economic, social, political-cultural, judicial spheres require the development of the legal system in line with the times, the improvement of the legal framework. Some of the problems that arise in the implementation of laws and regulations governing the practice of advocacy are the existence of overlapping or declarative norms in the legislation, in particular the Law on Advocacy and the Law on Guarantees of Advocacy and Social Protection of Advocates. The changes taking place at the current stage, the integration and liberalization of all spheres in the Republic with the international community, the deepening of social processes also make it necessary to reform the legal system in Uzbekistan, further improve the legislation governing the sector.

Legal regulation of legal assistance to citizens and legal entities is becoming a topical issue. Before we talk about the legal regulation of legal services, it is necessary to clarify the concepts of "legal assistance" and "legal service". It is important to determine how they relate to each other and what they have in common, and whether there are differences in these concepts. An analysis of the current legislation and its application shows that the concept of "legal assistance" and the concept of "legal service" are not yet fully disclosed. It is very difficult to find the main features in the normative-legal documents that allow to distinguish the above terms.

Given the current state of civil law and the Law of the Republic of Uzbekistan "On Advocacy", it can be said that the concepts of "legal services", including "legal services provided by a lawyer"

are not defined and properly regulated. This legislation could not have been different at the time of its adoption. The reason is the field of legal services at that time was underdeveloped. However, since then, the legislation has used two main legal categories - "legal assistance" and "legal service".

The concept of "legal service" is at least listed in the recommendations for the conclusion of contracts, but there is no consensus among scholars and practitioners on the concept of "legal assistance", and even this concept is not reflected in the legislation.

Article 91 of the Law of the Republic of Uzbekistan "On Advocacy" defines the term "agreement (contract) for the provision of legal assistance" and defines the concept of "agreement (contract)" of this type. Pursuant to Part 1 of Article 91 of the Act, a lawyer is represented on the basis of a contract concluded between him and a representative. Part 2 of this article stipulates that a contract for the provision of legal assistance is a civil law contract. Thus, we see that the concept of "legal (legal) assistance" is not disclosed in this normative legal document.

As for the concept of "legal service", civil law, Article 703 of the Civil Code of the Republic of Uzbekistan, defines the legal regulation of the contract of paid services, but does not define the concept of "service". Moreover, there is no general understanding of what legal or legal services are in science. The legislation does not address the differences between these concepts.

One of the most pressing problems of our legislation in legal education is the question of the relationship between these terms when discussing the multiplicity of terms that require unification.

However, some authors (T.I.Ilina, A.I.Muranov, D.V.Novak, G.K.Sharov) note that these concepts do not differ from each other. Others, on the contrary, are trying to justify their position by opposing them. For example, OS Ponasyuk believes that "everything that is part of the legal profession is qualified legal assistance, and what is not part of this area is legal services." R.R. Lenkovskaya believes that legal and legal services should be distinguished from qualified legal aid. The concept of legal aid was developed by many authors: O.N.Bondar, M.V.Kratenko, R.G.Melnichenko, K.E.Mikhaylenko, V.Yu.Panchenko, A.S.Pleten, E.V.Yanush and others. it is important that it is studied.

Based on the study of legislation, judicial and legal practice, special literature, the lawyer can draw some conclusions about the features of the contract for the provision of legal services and the contract for the provision of legal assistance (general, other and special).

The concepts of legal services and legal aid differ in their legal nature (in the first case they are used in the economic sense, in the second case in the sense that they provide constitutional law). As these concepts differ from each other, they require appropriate regulation in the legislation. Qualified legal assistance is provided by a lawyer who is a specially authorized person. Legal services are, as a rule, provided by qualified persons. Services, including legal services, are the object of civil law. However, neither the concept nor the term "legal service" is found in the general and special parts of the Civil Code of the Republic of Uzbekistan. This is evidenced by the gap in the legislation and, in particular, the incompleteness of the norms governing the provision of paid services.

It is also necessary to highlight two main problems faced by consumers of legal services in the conclusion of contracts for the provision of legal assistance in the civil legislation of the Republic of Uzbekistan.

First, it is difficult to determine the qualifications of a subject who “helps” citizens because they do not have specific knowledge and experience.

Second, citizens do not have the right to choose a “helper” entity, because in this case not only higher legal education is sufficient, but also the right to provide qualified legal assistance requires the presence of an appropriate legal specialization "Legal aid" represents the public interest, and "legal service" has a public-legal significance. At the same time, the state has not adopted a special law regulating the activities of legal service providers (except for lawyers), establishing a mechanism for their professional training and professional ethics, as well as a mechanism for liability for poor service.

In general, both “legal service” and “legal aid” have aleator (risk of not achieving the desired result) qualities and are fiduciary (based on trust). Even after the contract has been executed and the service rendered, it is difficult to assess such features from a legal point of view.

Also, the lack of legal regulation of the concept of the subject of the contract for the provision of legal assistance leads to legal ambiguity in the qualification of this contract, and as a result the courts qualify the contract for legal assistance as either a contract for payment or a contract of assignment.

In practice, where protection is required, a legal professional will often enter into an assignment agreement. An attorney under an assignment contract performs certain legal actions on behalf of and at the expense of the principal. Its parties have the right to determine the essence of the contract, ie whether it is paid or free (Article 818 Part 1 of the Civil Code of the Republic of Uzbekistan). There are significant differences between this contract and the legal services contract, the differences and individual nuances of which are determined in the course of the study of practice.

An analysis of the legal features of the above contracts shows the main difference between them - In one of the contracts the trustee delegates his powers to the representative to carry out his instructions, and in the other the customer does not delegate his powers to the executor.

Thus, the main difference between contracts is determined by their subject of legal regulation. The list of specific legal actions that a representative must take may include the acquisition or alienation of property, making payments, and so on.

In this regard, it is necessary to take into account some nuances of the practice of applying the assignment contract:

- Under the assignment agreement, the lawyer (representative) undertakes to take certain legal actions on behalf of and at the expense of the principal. The rights and obligations under the agreement concluded by the lawyer (representative) arise directly in the principal;
- The issuance of a power of attorney does not automatically confirm the conclusion of the contract, as the above does not indicate a unilateral action (the intention of the principal to authorize the representative), but does not indicate the desire of the second representative to act using these powers. The contract of assignment states that an agreement has been reached on this issue. In this case, the non-issuance of a power of attorney is not automatically deemed not to have entered into an assignment agreement;
- Expiration of the power of attorney and non-issuance of a new power of attorney - indicates the termination of the contract;

- The issuance of a power of attorney indicates the formation of relations between the parties arising from the contract of assignment, and the norms of the Civil Code of the Republic of Uzbekistan on the contract of assignment apply to these relations

As a rule, in practice, citizens and legal entities seek help from lawyers or legal services and decide which contract is better to protect themselves from the negative consequences of legal aid. Given the current situation, it is necessary to choose the type of contract. The assignment contract is often of an aleator-fiduciary (trust-based) nature. In our view, the fact that the assignment contract is of a personal-confidential nature characterizes all legal relations, regardless of the composition of the subject. A contract for the provision of legal assistance concluded by attorneys is the closest to a contract of assignment. The difference between the latter and the assignment contract is that if its subject is criminal protection, the lawyer himself cannot refuse to provide legal assistance.

The peculiarity of the contract for the provision of legal (legal) services for a fee is the protection of the interests of the service user in court or in another body of jurisdiction is to "perform certain actions or perform certain activities." These bodies must make a decision on the established requirements. Therefore, the interests of the customer are not limited to the provision of relevant legal services, but to achieve a positive result of the executor's activity (claim, complaint, other positive decision), which goes beyond the scope of the contract.

There is a legal disadvantage of the contract for the provision of legal services, which is the lack of a clear result of the service provided by law - it is difficult for the customer to determine the existence of a specific result in the contract, because the law does not specify the contractor's obligation to deliver a service. .

In addition, the legal service itself is a relative concept, with each representative or attorney independently deciding on actions related to the order of legal services or legal assistance based on his or her legal knowledge and work experience. And in the future it is very difficult, almost impossible, to prove that the legal service representative made a mistake in his actions.

Summarizing the above, it can be said that the detailed, expanded subject of the legal aid contract and the lack of legal regulation of the type of legal aid contract should be considered as a gap in the Law of the Republic of Uzbekistan "On Advocacy" and measures should be taken to eliminate it. The Law on Advocacy proposes to indicate that the contract for the provision of legal assistance is an independent type of civil contract and to supplement this Article 91 with the concept of "subject of the contract for the provision of legal assistance."

Paragraph 2 of Article 91, Part 5 of the Law on Advocacy uses the term "subject of assignment" in the qualification of the subject of the contract for legal assistance, ie in terms of the subject of the contract for legal assistance, but for some reason this article He did not refer to Chapter 46 of the Civil Code.

In Article 818 of the Civil Code of the Republic of Uzbekistan, a contract of assignment is an agreement on the implementation of legal actions, which is carried out only by power of attorney. However, the powers of a lawyer are not always expressed in the form of a power of attorney. In criminal proceedings, a lawyer shall perform the assignment for defense only on the basis of a certificate and an order (Part 2 of Article 49 of the Criminal Procedure Code of the Republic of Uzbekistan), as well as on the basis of an order and with the direct participation of the principal. It turns out that a power of attorney is not a mandatory document confirming

the powers of a lawyer in the performance of an assignment under a legal aid contract. We therefore consider it necessary to supplement the content of the Law, i.e. the content of Article 91 of the Law on Advocacy, with the concept of “subject of the contract on legal aid”.

In short, at a time when today the focus is on the digitalization of the judiciary, our legal scholars need to conduct more comprehensive research to formulate detailed proposals and recommendations to address the gaps in the legal profession.

### REFERENCES

1. Law of the Republic of Uzbekistan "On Advocacy". No. 349-I of 27.12.1996
2. Civil Code of the Republic of Uzbekistan. 29.08.1996.
3. Panchenko // Russian legal journal. - 2012 - N° 1 (82) . - C. 18-27.
4. Shtyrina n. With . Contract for the provision of corrdic services for compensation / H. C.Ltyrina // Via scientiarum support of knowledge. - 2018.- N° 2.-C. 198-204.
5. KOHIOX E. A. Impossibility to perform the contract for the provision of services for compensation due to the fault of the contractor / E. A. KOHIOX // Russian Kostichiya - 2017 N° 8.-C. 7-10 . " Topenysheva E. M. Some problems of the contract for the provision of legal services / E. M.
6. Gorelysheva // Sulfur of knowledge in matters of culture, science and education collection of scientific works. Kazan, 2018. - C. 74-77. - C: 70-76.
7. Zhurkina O. in. criteria for assessing the quality of legal services / O. V. zhurkina // 10 christ - 2018.- N°10.
8. Lenkovskaya P. P. The concept and legal approach of legal services / P. P. Lenkovskaya // Gaps in
9. Alizade E. A. oglu Agreement on the provision of legal assistance / E. A. oglu Alizade // Justice. - 2017. - No. 4. - P. 10–15.
10. Zankovsky S. S. Legal regulation and practice of providing paid legal services / S. S. Zankovsky // Legal world. - 2017. - No. 10. - S. 52–55.
11. Samodurov A. S. The difference between the contract for the provision of legal services for compensation from other contracts for the provision of services and the problems of its implementation / A. S. Samodurov // Bulletin of the Expert Council. - 2016. - No. 2 (5). — P. 95–103.
12. Astapova E.V., Kirichenko S.V. The contract for the provision of services for compensation and the problems of its execution / E.V. Astapova, S.V. Kirichenko // Yurist-Pravoved. - 2017. - No. 4 (83). — S. 152–158.
13. Tretyakova V. P. Form of a contract for the provision of legal services for compensation / V. P. Tretyakova // Bulletin of the Tomsk State University. Right. - 2018. - No. 30. - S. 213–223.
14. Uzbekiston Republic and Zhinoyat procedural codes. 09/22/1994 year.