

## CIVIL-LEGAL ANALYSIS OF THE CONTRACT FOR THE SUPPLY OF NATURAL GAS

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**Abstract:** The thesis analyzes the contract for the supply of natural gas from a civil-legal point of view, categorizes the contract for the supply of natural gas, makes scientific observations based on the experience of foreign countries in digitizing the process of its conclusion.

**Key words:** Natural gas supply contract, sample terms, retail consumer, wholesale consumer.

Among the civil-legal relations, the issue of the use of natural gas plays a special role. The contract for the supply of natural gas, by its nature, is distinguished by the following aspects:

*first*, a natural gas supply contract is a separate type of contract of sale;

*second*, a natural gas supply contract is a bilateral agreement;

*third*, the contract for the supply of natural gas is made in writing and electronically;

*fourth*, the contract for the supply of natural gas is concluded on the basis of the will of the parties;

*fifth*, the rules related to natural gas in the contract for the supply of natural gas are determined by standard conditions;

*sixth*, the contract for the supply of natural gas is required to be registered by the state.

General provisions on the contract for the supply of natural gas are set out in paragraph of the Civil Code on the contract for the supply of energy. In particular, according to Article 468 of the Civil Code of the Republic of Uzbekistan,

“In accordance with the energy supply contract, the energy supplier undertakes to supply energy to the subscriber (consumer) through the connected network, and the subscriber pays for the received energy, as well as adheres to the contract of energy consumption, safety of energy outlets and energy consumption, the caller undertakes to ensure the suitability of the tools and equipment” [1].

The rules in the contract for the supply of natural gas are determined by the standard conditions.

Analysis of the contract for the supply of natural gas shows that important conditions such as the volume of gas supplied to the consumer, the rights and obligations of the parties, the order of payment are determined on a standard basis in accordance with the Rules of the Cabinet of Ministers.

In accordance with paragraph 48 of the Rules, the contract for the supply of natural gas between the organization of gas supply (gas transmission) and the consumer is concluded in the form prepared in accordance with the standard contract of gas supply [2].

The standard contract for gas supply is developed by JSC “Uztransgaz” and JSC “Hududgaztaminot” and approved in coordination with the Inspectorate for Control over Petroleum Products and Gas under the Ministry of Energy of the Republic of Uzbekistan and the Antimonopoly Committee of the Republic of Uzbekistan.

In particular, the provisions of the contract, such as limiting the volume of natural gas supply, terms of payments for natural gas, safety rules for the use of natural gas, the conditions of uninterrupted supply of natural gas, are set by the Government in an exemplary manner. It is not possible to change these conditions based on the will of the parties. Because it is mandatory that they must be done as they are defined. This situation is also one of the peculiarities of the contract for the supply of natural gas. In a word, in all types of contracts related to energy resources, the standard conditions are important, and the parties enter into legal relations related to them only within the framework of the standard conditions.

Also, it should be noted that the state registration of natural gas supply contracts is required.

Analyzing the scientific literature, the contract for the supply of natural gas can be divided into two types depending on the purchaser:

**First category contracts:** *contracts for the supply of natural gas to individuals.*

In this category of contracts, the gas that is the subject of the contract is supplied to citizens who are individuals and citizens of foreign countries and stateless persons (domestic consumers).

**Second category contracts:** contracts for the supply of gas to legal entities.

In such contracts, natural gas is supplied to resident and non-resident legal entities and they are charged for gas [3].

A natural gas supply contract can be classified into two types depending on how the gas is delivered:

**First type contracts:** *contract on the supply of natural gas to the retail consumer.*

Such contracts provide for the supply of gas only for consumption, within the established minimum limit. Through this type of contracts, natural gas is supplied mainly to the population. The gas supplied for retail consumption is spent on ensuring the daily household goals of the population.

Contracts of this type are concluded between the population and the JSC “Hududgaztaminot”.

**Second type contracts:** *contract on the supply of natural gas to the wholesale consumer.*

These types of contracts mainly supply gas to wholesale buyers who purchase large volumes of gas. The category of wholesale buyers includes consumers engaged in production in various industries, state-owned enterprises, corporations and organizations operating on the basis of private and foreign investment, foreign firms. Contracts of this type are concluded between legal entities and JSC “Uztransgaz”.

These types of contracts are also divided into the following two types:

**first,** Contract for the supply of natural gas to wholesale consumers.

**second,** Contract for the supply of natural gas for gas filling compressor stations.

It should be noted that these agreements are subject to review by the Antimonopoly Committee. According to the official information provided by the Committee, the monitoring conducted by the Committee in 2021 revealed that the draft collective agreements with consumers (including natural gas supply contracts) were concluded in accordance with the rights of consumers, in accordance with the principles of equality of parties.

It would be correct to classify the contract for the supply of natural gas as national and international. In particular:

**the first,** agreements that fall within the jurisdiction of the state;

**the second,** international agreements on gas trade between the two countries. It is known that all relations in the field of gas exports are formalized on a contractual basis. According to the World Energy Statistics Review of the transnational oil and gas company “British Petroleum”, the United States, Russia, Iran, Qatar and Canada topped the ranking of the countries that sold the most natural gas abroad in 2020-2021 [4].

It should be noted that in the field of Uzbek jurisprudence has not been developed a scientific analysis and series of contracts for the supply of natural gas. It is true that scholars such as H.Rahmonkulov, I.Zokirov, O.Okuyulov have expressed certain views and opinions on the contracts of sale, but many of their opinions are not so close to the contract we are studying and the relationship to it. Because natural gas is a monopoly commodity, it differs from other types of purchase and sale agreements.

Paragraph 4.4 of the Rules states that “all conditions of gas supply are stipulated in the contracts”. But in practice we can see that this rule does not fully express itself. The root cause of many of the problems that arise between the parties to a contract is that not all current and future circumstances are likely to be included in the contract.

According to Article 469 of the Civil Code of the Republic of Uzbekistan “the energy supply contract shall be concluded with the subscriber who has an energy device connected to the networks of the energy supply organization in the manner prescribed by law, as well as equipment and devices for energy consumption metering” [5].

Here you can see the specifics of the natural gas supply contract. That is, this contract is concluded only with consumers who have the necessary technical requirements and existing conditions.

In the article 469 of the Civil Code noted that “in accordance with the energy supply contract, if a citizen who uses energy in the home is a subscriber, the contract is considered concluded from the moment of the subscriber's first connection to the network in the prescribed manner”. Through this rule, we can also see another specific feature of the natural gas supply contract. That is, from the moment the consumer is first connected to the gas network, a contract for the supply of natural gas is concluded with him.

In conclusion, the contract for the supply of natural gas, by its nature, belongs to the category of civil law contracts. In order to further simplify the process of concluding this agreement, to create convenience for the parties, it is advisable to fully digitize this process.

**List of used literature**

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