SCIENCE
PROBLEMS.UZ

ISSN 2181-1342

Actual problems of social and humanitarian sciences
Актуальные проблемы социальных и гуманитарных наук

# Ijtimoiy-gumanitar fanlarning dolzarb muammolari

1/S-son (5-jild)

2025

**ISSN:** 2181-1342 (Online)
**Сайт:** https://scienceproblems.uz
**DOI:** 10.47390/SPR1342V5SI1Y2025

# SCIENCEPROBLEMS.UZ

## IJTIMOIY-GUMANITAR FANLARNING DOLZARB MUAMMOLARI

*№ S/1 (5) – 2025*

## АКТУАЛЬНЫЕ ПРОБЛЕМЫ СОЦИАЛЬНО-ГУМАНИТАРНЫХ НАУК

## ACTUAL PROBLEMS OF HUMANITIES AND SOCIAL SCIENCES

**TOSHKENT-2025**

Salaxutdinova Musharraf Isamutdinovna – filologiya fanlari nomzodi, dotsent, Samarqand davlat universiteti;

Kuchkarov Raxman Urmanovich – filologiya fanlari nomzodi, dotsent v/b, Toshkent davlat yuridik universiteti;

Yunusov Mansur Abdullayevich – filologiya fanlari nomzodi, O‘zbekiston Respublikasi Prezidenti huzuridagi Davlat boshqaruvi akademiyasi;

Saidov Ulugbek Aripovich – filologiya fanlari nomzodi, dotsent, O‘zbekiston Respublikasi Prezidenti huzuridagi Davlat boshqaruvi akademiyasi.

*12.00.00- YURIDIK FANLAR:*

Axmedshayeva Mavlyuda Axatovna – yuridik fanlar doktori, professor, Toshkent davlat yuridik universiteti;

Muxitdinova Firyuza Abdurashidovna – yuridik fanlar doktori, professor, Toshkent davlat yuridik universiteti;

Esanova Zamira Normurotovna – yuridik fanlar doktori, professor, O‘zbekiston Respublikasida xizmat ko‘rsatgan yurist, Toshkent davlat yuridik universiteti;

Hamroqulov Bahodir Mamasharifovich – yuridik fanlar doktori, professor v.b., Jahon iqtisodiyoti va diplomatiya universiteti;

Zulfiqorov Sherzod Xurramovich – yuridik fanlar doktori, professor, O‘zbekiston Respublikasi Jamoat xavfsizligi universiteti;

Xayitov Xushvaqt Saparbayevich – yuridik fanlar doktori, professor, O‘zbekiston Respublikasi Prezidenti huzuridagi Davlat boshqaruvi akademiyasi;

Asadov Shavkat G‘aybullayevich – yuridik fanlar doktori, dotsent, O‘zbekiston Respublikasi Prezidenti huzuridagi Davlat boshqaruvi akademiyasi;

Ergashev Ikrom Abdurasulovich – yuridik fanlari doktori, professor, Toshkent davlat yuridik universiteti;

Utemuratov Maxmut Ajimuratovich – yuridik fanlar nomzodi, professor, Toshkent davlat yuridik universiteti;

Saydullayev Shaxzod Alixanovich – yuridik fanlar nomzodi, professor, Toshkent davlat yuridik universiteti;

Hakimov Komil Baxtiyarovich – yuridik fanlar doktori, dotsent, Toshkent davlat yuridik universiteti;

Yusupov Sardorbek Baxodirovich – yuridik fanlar doktori, dotsent, Toshkent davlat yuridik universiteti;

Amirov Zafar Aktamovich – yuridik fanlar doktori (PhD), O‘zbekiston Respublikasi Sudyalar oliy kengashi huzuridagi Sudyalar oliy maktabi;

Jo‘rayev Sherzod Yuldashevich – yuridik fanlar nomzodi, dotsent, Toshkent davlat yuridik universiteti;

Babadjanov Atabek Davronbekovich – yuridik fanlar nomzodi, dotsent, Toshkent davlat yuridik universiteti;

Normatov Bekzod Akrom o‘g‘li — yuridik fanlar bo‘yicha falsafa doktori, Toshkent davlat yuridik universiteti;

Rahmatov Elyor Jumaboyevich — yuridik fanlar nomzodi, Toshkent davlat yuridik universiteti;

*13.00.00- PEDAGOGIKA FANLARI:*

Xashimova Dildarxon Urinboyevna – pedagogika fanlari doktori, professor, Toshkent davlat yuridik universiteti;

Ibragimova Gulnora Xavazmatovna – pedagogika fanlari doktori, professor, Toshkent davlat iqtisodiyot universiteti;

Zakirova Feruza Maxmudovna – pedagogika fanlari doktori, Toshkent axborot texnologiyalari universiteti huzuridagi pedagogik kadrlarni qayta tayyorlash va ularning malakasini oshirish tarmoq markazi;

Kayumova Nasiba Ashurovna – pedagogika fanlari doktori, professor, Qarshi davlat universiteti;

Taylanova Shoxida Zayniyevna – pedagogika fanlari doktori, dotsent;

Jumaniyozova Muhayyo Tojiyevna – pedagogika fanlari doktori, dotsent, O‘zbekiston davlat jahon tillari universiteti;

Ibraximov Sanjar Urunbayevich – pedagogika fanlari doktori, Iqtisodiyot va pedagogika universiteti;

Javliyeva Shaxnoza Baxodirovna – pedagogika fanlari bo‘yicha falsafa doktori (PhD), Samarqand davlat universiteti;

Bobomurotova Latofat Elmurodovna — pedagogika fanlari bo‘yicha falsafa doktori (PhD), Samarqanddavlatuniversiteti.

*19.00.00- PSIXOLOGIYA FANLARI:*

Karimova Vasila Mamanosirovna – psixologiya fanlari doktori, professor, Nizomiy nomidagi Toshkent davlat pedagogika universiteti;

Hayitov Oybek Eshboyevich – Jismoniy tarbiya va sport bo‘yicha mutaxassislarni qayta tayyorlash va malakasini oshirish instituti, psixologiya fanlari doktori, professor

Umarova Navbahor Shokirovna– psixologiya fanlari doktori, dotsent, Nizomiy nomidagi Toshkent davlat pedagogika universiteti, Amaliy psixologiyasi kafedrasi mudiri;

**OAK Ro‘yxati**

Mazkur jurnal Vazirlar Mahkamasi huzuridagi Oliy attestatsiya komissiyasi Rayosatining 2022-yil 30-noyabrdagi 327/5-son qarori bilan tarix, iqtisodiyot, falsafa, filologiya, yuridik va pedagogika fanlari bo‘yicha ilmiy darajalar yuzasidan dissertatsiyalar asosiy natijalarini chop etish tavsiya etilgan ilmiy nashrlar ro‘yxatiga kiritilgan.

**“Ijtimoiy-gumanitar fanlarning dolzarb muammolari”** elektron jurnali 2020-yil 6-avgust kuni 1368-sonli guvohnoma bilan davlat ro‘yxatiga olingan.

**Muassis**: “SCIENCEPROBLEMS TEAM” mas’uliyati cheklangan jamiyati

**Tahririyat manzili:**

100070. Toshkent shahri, Yakkasaroy tumani, Kichik Beshyog‘och ko‘chasi, 70/10-uy. Elektron manzil: scienceproblems.uz@gmail.com

**Bog‘lanish uchun telefon:**

(99) 602-09-84 (telegram).

IJTIMOIY-GUMANITAR FANLARNING
DOLZARB MUAMMOLARI
5-jild, S/1-son (Fevral, 2025). - 509 bet.

**MUNDARIJA**

## 09.00.00 – FALSAFA FANLARI



## 10.00.00 – FILOLOGIYA FANLARI

SCIENCE PROBLEMS.UZ

Ijtimoiy-gumanitar fanlarning dolzarb muammolari
Actual Problems of Humanities and Social Sciences
Volume 5 | Special Issue 1 | 2025
ISSN Online: 2181-1342

**Received:** 15 February 2025
**Accepted:** 20 February 2025
**Published:** 25 February 2025

*Article / Original Paper*

# ENFORCEMENT OF ARBITRATION AGREEMENT UNDER UZBEK LAW

**Masadikov Sherzodbek Makhmudovich,**
PhD in Law, Chair of Civil Law and International Private Law Disciplines,
University of World Economy and Diplomacy, Uzbekistan
E-mail: smasadikov@uwed.uz

**Abstract.** The present work examines issues of enforcement of arbitration agreement under Uzbek law. The reference will be made to national and international instruments and guidelines, including but not limited to the UNCITRAL Model Law on International Commercial Arbitration, the Law of the Republic of Uzbekistan "On International Commercial Arbitration", and the New York Convention (1958). Issues of validity of arbitration agreement and its enforcement, arbitrability of disputes will be analyzed in the context of enforcement of arbitration agreement in Uzbekistan.

**Keywords:** arbitration agreement; validity; capacity; arbitrability; enforcement.

# O'ZBEKISTON QONUNCHILIGI ASOSIDA ARBITRAJ KELISHUVINI IJRO ETISH

**Masadikov Sherzodbek Maxmudovich**
Yuridik fanlar nomzodi, dotsent,
"Fuqarolik huquqi va xalqaro xususiy huquq fanlari"kafedrasi mudiri,
Jahon iqtisodiyoti va diplomatiya universiteti

**Annotatsiya.** Ushbu maqolada O'zbekiston qonunchiligida arbitraj kelishuvining ijrosini ta'minlash masalalari ko'rib chiqilgan. Milliy va xalqaro hujjatlar va yo'riqnomalarga, jumladan UNCITRALning Xalqaro tijorat arbitraji to'g'risidagi Namunaviy qonuni, O'zbekiston Respublikasining "Xalqaro tijorat arbitraji to'g'risida"gi qonuni va Nyu-York Konvensiyasiga (1958-yil) havola qilinadi. Arbitraj kelishuvining haqiqiyligi va uning ijrosi, nizolarning arbitrajga taalluqliligi masalalari O'zbekistonda arbitraj kelishuvini ijro etish nuqtai nazaridan tahlil qilinadi.

**Kalit so'zlar:** arbitraj kelishuvi; haqiqiylik; vakolat; arbitrajga taalluqlilik; ijro etish.

DOI: https://doi.org/10.47390/SPR1342V5SI1Y2025N55

**Introduction.** Adoption of the Law of Republic of Uzbekistan "On International Commercial Arbitration" [1] (the ICA Law) in February 2021 marked an important date in the development of arbitration law in Uzbekistan. Disputes in international business transactions are inevitable, and parties are free to choose an appropriate method for the resolution of disputes. In doing so, parties often turn to international commercial arbitration (ICA). An important element of ICA is the enforcement of the arbitration agreement in cases when one party is contesting its validity. Consideration of such category of cases often fall within the jurisdiction of state courts. The aim of this work is to examine rules and provisions of Uzbek Law and international instruments, namely the UNCITRAL Model Law on International Commercial Arbitration [2] (the Model Law) and the Convention on the Recognition and

Enforcement of Foreign Arbitral Awards (1958) [3] (the New York Convention) that govern the enforcement of arbitration agreement in Uzbekistan.

**Validity of Arbitration Agreement.** According to Article 13 of the ICA Law the court in which a claim is filed on a matter which is the subject of an arbitration agreement must, if either party so requests, no later than the filing of its first statement on the merits of the dispute, refer the parties to arbitration unless it finds that this agreement is invalid, lost its force, or cannot be performed.

As the language of this article suggests referral to arbitration cannot be made on the court's own initiative, but only on the request of one of the parties no later than the filing of its first statement on the merits of the dispute.

The rest of this article uses slightly different wording compared with the New York Convention and the Model Law's "null and void, inoperative or incapable of being performed".

According to the International Council for Commercial Arbitration: "The "null and void" exception can be interpreted as referring to cases in which the arbitration agreement is affected by some invalidity from the outset. Typical examples of defences falling within this category include fraud or fraudulent inducement, unconscionability, illegality, or mistake. Defects in the formation of the arbitration agreement such as incapacity or lack of power should also be included.

An inoperative arbitration agreement for the purposes of Article II (3) is an arbitration agreement that was at one time valid but that has ceased to have effect. The "inoperative" exception typically includes cases of waiver, revocation, repudiation, or termination of the arbitration agreement. Similarly, the arbitration agreement should be deemed inoperative, if the same dispute between the same parties has already been decided before a court or an arbitral tribunal.

The defence of "Incapable of being performed" includes cases where the arbitration cannot proceed due to physical or legal impediments. Physical impediments to proceeding with arbitration cover very few situations such as the death of an arbitrator named in the arbitration agreement, or the arbitrator's refusal to accept the appointment, when replacement was clearly excluded by the parties. Depending on the particular provisions of the applicable law, these cases could lead to the impossibility of performing the arbitration agreement" [4].

In deciding the issue of validity, reference should also be made to Article 12 of the ICA Law which provides requirements as to the form and validity of the arbitration agreement. An arbitration agreement may be made in the form of an arbitration clause in a contract or in the form of a separate agreement. An arbitration agreement shall be made in writing.

Article 12 of the ICA Law further develops the notion of "in writing". An arbitration agreement is considered to be in writing if its content is recorded in any form, whether or not the arbitration agreement or contract has been concluded orally, by conduct, or by other means. Thus, this Article allows an arbitration agreement to be concluded orally or by conduct.

Article II (2) of the New York Convention also refers to "agreement in writing" that includes an arbitral clause in a contract or an arbitration agreement, signed by the parties or contained in an exchange of letters or telegrams. In 2006 the UNCITRAL recommended that this provision be applied recognizing that the circumstances described therein are not exhaustive [5].

The conflict of laws rule of the Civil Code of the Republic of Uzbekistan (the Civil Code) also requires written form for a foreign economic transaction, at least one of the participants of which is a legal entity or a citizen of the Republic of Uzbekistan, regardless of the place where the transaction is concluded (Article 1181) [6].

It should be noted that Uzbekistan is a party to the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) [7] which does not require any form in the conclusion of international sale of goods contracts (Article 11 of the CISG) [8].

When considering validity of the arbitration agreement, the courts will refer to Articles 115-126 of the Civil Code if the arbitration agreement is governed by Uzbek Law. However, they should not apply more onerous standards than established by the New York Convention and the Model Law discussed in the preceding paragraphs.

The International Council for Commercial Arbitration (ICCA) offers a Roadmap to Article II of the New York Convention, when seized of challenges to the validity of an arbitration agreement for the purposes of Article II of the Convention, the court should ask itself the following questions:

1. Does the arbitration agreement fall under the scope of the Convention?
2. Is the arbitration agreement evidenced in writing?
3. Does the arbitration agreement exist and is it substantively valid?
4. Is there a dispute, does it arise out of a defined legal relationship, whether contractual or not, and did the parties intend to have this particular dispute settled by arbitration?
5. Is the arbitration agreement binding on the parties to the dispute that is before the court?
6. Is this dispute arbitrable?

The parties must be referred to arbitration, if the answers to these questions are in the affirmative [9].

According to Article 4 of the ICA Law, the rules of Article 13 are applicable whether or not the place of arbitration is located in Uzbekistan. It means that Uzbek courts may receive requests where an arbitration agreement may be governed by a foreign law. In determining the content of a foreign law, the courts can be guided by Article 14 of the Economic Procedure Code [10] (EPC) and Article 1160 of the Civil Code:

“When applying foreign law, a court or other government body establishes the content of its rules in accordance with their official interpretation, practice of application and doctrine in the relevant foreign state.

In order to establish the content of norms of foreign law, a court or other government body may apply in accordance with the established procedure for assistance and clarification from the Ministry of Justice and other national competent bodies and institutions, including those located abroad, or involve experts.

Persons participating in the case have the right to present documents confirming the content of the norms of foreign law to which they refer to substantiate their claims or objections, and otherwise assist the court or other government body in establishing the content of these norms.

If the content of the norms of foreign law, despite the measures taken in accordance with this article, is not established within a reasonable time, the law of the Republic of Uzbekistan is applied” [11].

In case of bringing a claim, referred to in part one of Article 13 of the ICA Law, arbitration proceedings may nevertheless be commenced or continued, and the arbitration award be made, while the matter is pending in court.

**Capacity of Parties.** Parties entering into contractual relations must have legal capacity to enter into it. The legal capacity of natural persons and legal entities are governed by Chapters 3 and 4 of the Civil Code respectively. Depending on the type of commercial legal entities, they are regulated by the Laws "On Limited and Additional Liability Companies" [12], "On Joint-stock Companies and Protection of Shareholders' Rights" [13].

Sometimes an issue can arise as to the capacity of an officer of a company to enter into an arbitration agreement, whether he or she had an authority (power of attorney, according to the charter of a company, etc.) to do so.

**Group of Companies.** Another occasion when a third party can become a party to the arbitration agreement is under the so-called "group of companies" doctrine which "aims to extend, under certain conditions, the arbitration agreement signed only by one or some of the companies of a group also to the non-signatory companies of the same group" [14], and "where a court or tribunal is tasked with determining whether a third party is bound by an arbitration agreement, it will focus on the parties' common intention and may consider a variety of factors in this regard, including: (a) whether the non-signatory actively participated in the conclusion of the contract containing the arbitration agreement; (b) whether the non-signatory has a clear interest in the outcome of the dispute; and (c) whether the non-signatory is party to a contract that is 'intrinsically inter-twined' with the contract under which the dispute has arisen " [15].

**State Entities.** In domestic arbitration, some restrictions exist as to the capacity of state bodies to enter into arbitration agreement. According to Article 5 of the Law "On Arbitration Courts" [16] state bodies are not allowed to be parties to an arbitration agreement. However, such an express restriction is not provided in the ICA Law.

**Assignment of Rights and Obligations.** In some cases, a third party might become a party to the arbitration agreement as a result of a change of persons in obligations under Chapter 23, and Chapters 46 (Agency Contract), 47 (Actions without Agency), 48 (Commission), Section V (Inheritance) of the Civil Code [17].

**Separability of Arbitration Agreement.** It should be noted that, according to the principle of separability, an arbitration agreement is deemed to be valid notwithstanding the invalidity of the main contract. This rule is enshrined in Article 21 of the ICA Law, "the arbitral court shall be entitled to rule on … any objections with respect to the existence or validity of the arbitration agreement" [18]. For that purpose, an arbitration clause that forms part of a contract shall be construed as an agreement independent of the other terms of the contract. A decision by the arbitral court that the contract is invalid shall not entail, as a matter of law, the invalidity of the arbitration clause.

Several cases illustrate the impact of the separability principle on jurisdictional issues. In some of those cases, the party resisting arbitration unsuccessfully sought to rely on the fact that the main contract was invalid, because a condition precedent to the entry into force of that contract had not been fulfilled. In other cases, the separability principle was relied upon by courts to dismiss objections to arbitral jurisdiction, asserting that the main contract had been entered into through deceit or fraud, or that the main contract was void either on grounds of illegality or because the parties were mistaken as to their respective rights and obligations

when they entered into it. A third group of decisions stands for the proposition that the termination of the contract will not necessarily affect the validity of the arbitration clause contained therein. The separability principle was also held to be applicable in cases where it was argued that the main contract was void on grounds of repudiation, fundamental breach, or frustration [19; p. 77].

**Arbitrability of Disputes.** Some disputes may not be resolved by arbitration as such category of cases are subject to the jurisdiction of the economic courts. According to Article 25 of the EPC, the economic court, among others, has jurisdiction over:

- insolvency cases;
- corporate disputes;
- investment disputes;
- competition cases.

**Intellectual Property Disputes.** In addition to this list, paragraph 8 of Article 26 of the EPC provides that the economic court resolves disputes on the violation of property rights in objects of intellectual activity and means of individualization of participants of civil legal relationship, goods, works, and services. As international practice suggests, disputes over licensing agreements of intellectual property rights can generally be referred to arbitration.

**Insolvency Cases.** The commencement of insolvency proceedings renders arbitration agreement inoperable. Moreover, under Article 63 of the Law "On Insolvency" any agreement concluded by the debtor may be declared invalid by the court, upon the application of the court administrator within three years before the initiation of insolvency proceedings [20].

**Corporate Disputes.** According to Article 30 of the EPC, corporate disputes include: disputes related to the creation, reorganization, and liquidation of a legal entity; disputes related to the ownership of shares, shares in the authorized capital (authorized capital) of business companies and partnerships, shares of members of cooperatives, the establishment of their encumbrances and the use of rights arising from them, with the exception of disputes arising in connection with the division of inherited property or the division of common property of spouses, including shares, shares in the authorized capital (authorized capital) of business companies and partnerships, shares of members of cooperatives; disputes regarding claims of participants (founders, members) of a legal entity for invalidation of transactions made by the legal entity and (or) the application of the consequences of the invalidity of such transactions; disputes related to the issue of securities, including challenging decisions of the issuer's management bodies, challenging transactions made during the placement of securities, reports (notifications) on the results of the issue (additional issue) of securities; disputes arising from the activities of nominal holders of securities related to the registration of rights to shares and other securities, with the exercise by them of other rights and obligations provided for by law in connection with the placement and (or) circulation of securities; disputes about convening a general meeting of participants of a legal entity; disputes on appeals over decisions of legal entities' management bodies.The list is not conclusive, as the last part of the Article provides that other disputes can also be referred for resolution under this category in accordance with the law.

Some jurisdictions allow particular corporate disputes to go to arbitration, among them Germany [21], Singapore [22], and Switzerland [23], introducing new statutory provisions on the arbitration of corporate disputes.

**Investment Disputes.** Pursuant to Article 30[1] of the EPC, investment dispute cases include:

1) disputes related to the conclusion, amendment and termination of investment agreements;
2) disputes regarding the invalidation of investment agreements;
3) disputes related to the performance of investment agreements;
4) disputes related to the investor's performance of tax, customs, social, environmental and other obligations arising from investment agreements;
5) disputes related to reclaiming of property granted to an investor under investment agreements, or collection of penalties and (or) losses under such agreements.

In case of foreign investments, Article 63 of the Law "On Investments and Investment Activity" provides for multi-tier dispute resolution, that is, negotiations, mediation, court trial and then international arbitration with the valid written consent of the Republic of Uzbekistan [24].

In 2018 the Resolution of the President of the Republic of Uzbekistan establishing the Tashkent International Arbitration Center (TIAC) envisioned the resolution of disputes related to investments, intellectual property, and blockchain technologies through international arbitration [25].

**Competition cases.** Competition cases include disputes between legal entities (including foreign ones), individual entrepreneurs, and the anti-monopoly authority, arising from relations in the field of competition in commodity and financial markets (Article 30[2] of the EPC). In some jurisdictions, cases involving issues of competition [26] and even corruption [27] have been referred to arbitration by the courts.

**Conclusion.** Enforcement of the arbitration agreement is an important element of arbitral proceedings. The rules governing this matter under Uzbek Law – the ICA Law and EPC correspond to international standards enshrined in the UNCITRAL Model Law and the New York Convention. Yet, it would be interesting to observe the judicial practice of Uzbek courts in handling this category of cases, and making them publicly available for conducting research.

**References/Adabiyotlar/Литература:**

1. Law of the Republic of Uzbekistan "On International Commercial Arbitration". https://lex.uz/docs/5698676
2. UNCITRAL Model Law on International Commercial Arbitration. https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/19-09955_e_ebook.pdf
3. Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958). https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/new-york-convention-e.pdf
4. *ICCA's Guide to the Interpretation of the 1958 New York Convention: A Handbook for Judges*. 2011. https://icac.org.ua/wp-content/uploads/ICCAs-Guide-to-the-Interpretation-of-the-1958-New-York-Convention-A-Handbook-for-Judges-2.pdf
5. UNCITRAL Model Law on International Commercial Arbitration. https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/19-09955_e_ebook.pdf
6. Civil Code of the Republic of Uzbekistan. https://lex.uz/docs/180550
7. The Republic of Uzbekistan joined the CISG on 30 August 1996 without any reservations, entering into force on 1 December 1997. https://lex.uz/docs/2630897

8. United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG). https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/19-09951_e_ebook.pdf
9. *ICCA's Guide to the Interpretation of the 1958 New York Convention: A Handbook for Judges*. 2011. p. 42. https://icac.org.ua/wp-content/uploads/ICCAs-Guide-to-the-Interpretation-of-the-1958-New-York-Convention-A-Handbook-for-Judges-2.pdf
10. Economic Procedure Code of the Republic of Uzbekistan. https://lex.uz/docs/3523895
11. Civil Code of the Republic of Uzbekistan. https://lex.uz/docs/180550
12. Law of the Republic of Uzbekistan "On Limited and Additional Liability Companies". https://lex.uz/docs/18793
13. Law of the Republic of Uzbekistan "On Joint-stock Companies and Protection of Shareholders' Rights". https://lex.uz/acts/14667
14. Ferrario P. *The Group of Companies Doctrine in International Commercial Arbitration: Is There any Reason for this Doctrine to Exist?* Journal of International Arbitration. Vol. 26, Issue 5 (2009).
15. Blackaby N. et al. *Redfern and Hunter on International Arbitration.* Oxford University Press, 6th ed. 2015.
16. Law of the Republic of Uzbekistan "On Arbitration Courts". https://lex.uz/docs/1072094
17. Civil Code of the Republic of Uzbekistan. https://lex.uz/docs/180550
18. Law of the Republic of Uzbekistan "On International Commercial Arbitration". https://lex.uz/docs/5698676
19. UNCITRAL 2012 Digest of Case Law on the Model Law on International Commercial Arbitration. https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/ mal-digest-2012-e.pdf
20. Law of the Republic of Uzbekistan "On Insolvency". https://lex.uz/ru/docs/5957616
21. Hertel T. and Covi A. Arbitrability of Shareholder Disputes in Germany. Kluwer Arbitration Blog. February 7, 2018. https://arbitrationblog.kluwerarbitration.com/2018/02/07/arbitrability-shareholder-disputes-germany/
22. Koh M. Singapore Court of Appeal: Prima Facie Standard for Stay in Favour of Arbitration and Arbitrability of Minority Oppression Claims. Kluwer Arbitration Blog. March 25, 2016. https://arbitrationblog.kluwerarbitration.com/2016/03/25/singapore-court-of-appeal-affirms-prima-facie-standard-for-stay-in-favour-of-arbitration/
23. Allemann R. *Setting the Ground for Corporate Arbitration in Switzerland: Swiss Parliament Approves New Rules for Arbitration of Corporate Law Disputes*. Kluwer Arbitration Blog. August 17, 2020. https://arbitrationblog.kluwerarbitration.com/2020/08/17/setting-the-ground-for-corporate-arbitration-in-switzerland-swiss-parliament-approves-new-rules-for-arbitration-of-corporate-law-disputes/
24. The Law applies to national and foreign investments, with the exclusion of centralized investments, concession, product sharing agreements, mutual and venture funds, regulation of the capital market, transactions with securities, public-private partnerships, special economic zones (Article 1). https://lex.uz/ru/docs/4664144#4666314
25. Para. 1(a). https://lex.uz/docs/4039518
26. *Mitsubishi Motors Corporation v Soler Chrysler Plymouth Inc.* 473 US 614, 105 S. Ct 3346 (1985).
27. *Fiona Trust & Holding Corp v. Privalov*, [2007] UKHL 40.

# SCIENCEPROBLEMS.UZ

## IJTIMOIY-GUMANITAR FANLARNING DOLZARB MUAMMOLARI

*№ S/1 (5) – 2025*

## АКТУАЛЬНЫЕ ПРОБЛЕМЫ СОЦИАЛЬНО-ГУМАНИТАРНЫХ НАУК

## ACTUAL PROBLEMS OF HUMANITIES AND SOCIAL SCIENCES

**“Ijtimoiy-gumanitar fanlarning dolzarb muammolari”** elektron jurnali 2020-yil 6-avgust kuni 1368-sonli guvohnoma bilan davlat ro‘yxatiga olingan.

**Muassis**: “SCIENCEPROBLEMS TEAM” mas’uliyati cheklangan jamiyati

**Tahririyat manzili:**

100070. Toshkent shahri, Yakkasaroy tumani, Kichik Beshyog‘och ko‘chasi, 70/10-uy. Elektron manzil: scienceproblems.uz@gmail.com

**Bog‘lanish uchun telefon:**

(99) 602-09-84 (telegram).