

**SCIENCE**  
**PROBLEMS.UZ**

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

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fanlarning dolzarb  
muammolari**

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# **SCIENCEPROBLEMS.UZ**

## **IJTIMOIIY-GUMANITAR FANLARNING DOLZARB MUAMMOLARI**

*№ 5/3 (6) - 2026*

## **АКТУАЛЬНЫЕ ПРОБЛЕМЫ СОЦИАЛЬНО- ГУМАНИТАРНЫХ НАУК**

## **ACTUAL PROBLEMS OF HUMANITIES AND SOCIAL SCIENCES**

**TOSHKENT-2026**

## **BOSH MUHARRIR:**

Isanova Feruza Tulqinovna

## **TAHRIR HAY'ATI:**

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Xolikulov Axmadjon Boymahammatovich – tarix fanlari doktori;

Gabrielyan Sofya Ivanovna – tarix fanlari doktori, dotsent;

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Nasirxodjayeva Dilafruz Sabitxanovna – iqtisodiyot fanlari doktori, professor;

Ostonokulov Azamat Abdukarimovich – iqtisodiyot fanlari doktori, professor;

Arabov Nurali Uralovich – iqtisodiyot fanlari doktori, professor;

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Azizov Sherzod O'ktamovich – iqtisodiyot fanlari doktori, dotsent;

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### *09.00.00- FALSAFA FANLARI:*

Hakimov Nazar Hakimovich – falsafa fanlari doktori, professor;

Yaxshilikov Jo'raboy – falsafa fanlari doktori, professor;

G'aybullayev Otabek Muhammadiyevich – falsafa fanlari doktori, professor;

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Turdiyev Bexruz Sobirovich – falsafa fanlari doktori (DSc), Professor.

### *10.00.00- FILOLOGIYA FANLARI:*

Axmedov Oybek Saporbayevich – filologiya fanlari doktori, professor;

Ko'chimov Shuxrat Norqizilovich – filologiya fanlari doktori, dotsent;

Hasanov Shavkat Ahadovich – filologiya fanlari doktori, professor;

Baxronova Dilrabo Keldiyorovna – filologiya fanlari doktori, professor;

Mirsanov G'aybullo Qulmurodovich – filologiya fanlari doktori, professor;

Salaxutdinova Musharraf Isamutdinovna – filologiya fanlari nomzodi, dotsent;

Kuchkarov Raxman Urmanovich – filologiya fanlari nomzodi, dotsent v/b;

Yunusov Mansur Abdullayevich – filologiya fanlari nomzodi;

Saidov Ulugbek Aripovich – filologiya fanlari nomzodi, dotsent;

Qodirova Muqaddas Tog'ayevna - filologiya fanlari nomzodi, dotsent.

### *12.00.00- YURIDIK FANLAR:*

Axmedshayeva Mavlyuda Axatovna – yuridik fanlar doktori, professor;

Muxitdinova Firyuza Abdurashidovna – yuridik fanlar doktori, professor;

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Hakimov Komil Baxtiyarovich – yuridik fanlar doktori, dotsent;

Yusupov Sardorbek Baxodirovich – yuridik fanlar doktori, professor;

Amirov Zafar Aktamovich – yuridik fanlar doktori (PhD);

Jo'rayev Sherzod Yuldashevich – yuridik fanlar nomzodi, dotsent;

Babadjanov Atabek Davronbekovich – yuridik fanlar nomzodi, professor;

Normatov Bekzod Akrom o'g'li — yuridik fanlar bo'yicha falsafa doktori;

Rahmatov Elyor Jumaboyevich — yuridik fanlar nomzodi;

### *13.00.00- PEDAGOGIKA FANLARI:*

Xashimova Dildarxon Urinboyevna – pedagogika fanlari doktori, professor;

Ibragimova Gulnora Xavazmatovna – pedagogika fanlari doktori, professor;

Zakirova Feruza Maxmudovna – pedagogika fanlari doktori;

Kayumova Nasiba Ashurovna – pedagogika fanlari doktori, professor;

Taylanova Shoxida Zayniyevna – pedagogika fanlari doktori, dotsent;

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Ibraximov Sanjar Urunbayevich – pedagogika fanlari doktori;

Javliyeva Shaxnoza Baxodirovna – pedagogika fanlari bo'yicha falsafa doktori (PhD);

Bobomurotova Latofat Elmurodovna — pedagogika fanlari bo'yicha falsafa doktori (PhD);

Sulaymanova Dildora Nazarovna – pedagogika fanlari bo'yicha falsafa doktori (PhD).

### *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

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Shamshetova Anjim Karamaddinovna – psixologiya fanlari doktori, dotsent;

Qodirov Obid Safarovich – psixologiya fanlari doktori (PhD).

### *22.00.00- SOTSILOGIYA FANLARI:*

Latipova Nodira Muxtarjanovna – sotsiologiya fanlari doktori, professor, O'zbekiston milliy universiteti kafedra mudiri;

Seitov Azamat Po'latovich – sotsiologiya fanlari doktori, professor, O'zbekiston milliy universiteti;

Sodiqova Shohida Marxaboyevna – sotsiologiya fanlari doktori, professor, O'zbekiston xalqaro islom akademiyasi.

### *23.00.00- SIYOSIY FANLAR*

Nazarov Nasriddin Ataqulovich –siyosiy fanlar doktori, falsafa fanlari doktori, professor, Toshkent arxitektura qurilish instituti;

Bo'tayev Usmonjon Xayrullayevich –siyosiy fanlar doktori, dotsent, O'zbekiston milliy universiteti kafedra mudiri.

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## OAK Ro'yxati

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**07.00.00 – TARIX FANLARI**

<i>Алимджанов Бахтиёр Абдихакимович</i> БАЙСТВО В РУССКОМ ТУРКЕСТАНЕ: ИСТОРИОГРАФИЧЕСКИЕ ИНТЕРПРЕТАЦИИ И ПЕРСПЕКТИВЫ ИССЛЕДОВАНИЯ .....	9-14
<i>Мамасайдов Лutfillo Payzullo o'g'li</i> XALQ TA'LIMI SOHASIDAGI ISLOHOTLARNING YANGI BOSQICHI .....	15-19
<i>Aminov Hamidulloh Abdirahimovich</i> “TURKISTON ULAMOSI” ASARIDAGI TARIXCHI OLIMLAR .....	20-24
<i>Norboyev Sarvar Qahramon o'g'li</i> MADANIY MEROSNI MUHOFAZA QILISHDA YUNESKO KONVENSIYALARNING AHAMIYATI .....	25-28
<i>Mamarajabova Nilufar</i> ASTRONOMIYA VA MATEMATIKA SOHASIDA SAMARQANDLIK OLIMLARNING O'RNI (IX-XII ASRLAR) .....	29-33

**08.00.00 – IQTISODIYOT FANLARI**

<i>Кузубоев Бехзод Хамидович</i> ОЦЕНКА ДИНАМИЧЕСКОЙ ВЗАИМОСВЯЗИ МЕЖДУ ЗЕЛЕННОЙ ЭНЕРГИЕЙ, ВЫБРОСАМИ CO <sub>2</sub> И ЭКОНОМИЧЕСКИМ РОСТОМ НА ОСНОВЕ МОДЕЛИ TVP-VAR.....	34-40
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**09.00.00 – FALSAFA FANLARI**

<i>Toshboboyev Maksud Jalilovich</i> SUN'YIY VA TABIIY INTELLEKT DIALEKTIKASINING GLOBAL XAVFSIZLIK, MEHNAT BOZORI, TA'LIM VA MADANIYAT SOHALARIDA MOHIYATI .....	41-46
<i>Yorqulov Hakimbek Otaqulovich</i> MILLIY INTELLEKTUAL SALOHİYATNI RIVOJLANTIRISHDA QADRIYATLAR OMILI.....	47-52
<i>Xolnazarov Ismatillo Sohibovich</i> FAZL AL-HAQ XAYRABODIYNING “HADIYYAT AL-SA'IDIYYA” ASARIDA BORLIQ TA'LIMOTI VA UNING IJTIMOIIY-AXLOQIY AHAMIYATI.....	53-58
<i>Xaitov Lazizbek Azamatovich</i> ABU ABDULLOH MUHAMMAD IBN ALI HAKIM TERMIZIYNING “MA'RIFATUL ASROR” ASARIDA BILISH FALSAFASI VA GNOSEOLOGIK QARASHLAR TAHLILI .....	59-62
<i>Azimova Charos Azamatovna</i> FALSAFIY-DINIY G'OYALARNING YOSHLAR XULQ-ATVORIGA TA'SIRI .....	63-68
<i>Rajabov Alisher Shavkatovich</i> SA'DIDDIN HAMAVIYNING TAJALLI VA HIJOB HAQIDAGI QARASHLARINING “VAHDAT UL VUJUD” G'OYALARI BILAN BOG'LIQLIGI .....	69-73
<i>Boymurodov Ilxombek Xayitmurodovich</i> VIRTUAL JAMOALAR VA RAQAMLI IDENTIFIKATSIYALASH JARAYONLARINING FALSAFIY TAHLILI .....	74-78

<i>Yakubov Azimjon Akmalovich</i> ABU SA'D ABDULMALIK IBN MUHAMMAD AL-XARGUSHIY AN-NISHOPURIY TA'LIMOTIDA NAFS MASALASI.....	79-83
<i>Ashurova Mahbuba Axtamovna</i> MUZEYLAR FAOLIYATINI TADQIQ ETISHNING IJTIMOIIY-FALSAFIY HAMDA METODOLOGIK MASALALARI .....	84-88
<i>Mamadaliyev Husanboy Yigitali o'g'li</i> MAHALLA RIVOJLANISHINING YOSH AVLOD TARBIYASIDAGI ROLI.....	89-92

### **10.00.00 – FILOLOGIYA FANLARI**

<i>Narzikulova Rayhona</i> HUMOUR AS COGNITIVE–PRAGMATIC SCRIPT OPPOSITION: AN INTEGRATIVE LINGUISTIC MODEL.....	93-98
<i>Hasanova Gulhida Abdulaziz qizi</i> O'ZBEK TILSHUNOSLIGIDA HARAKAT FE'LLAR MUAMMOSI .....	99-108
<i>Yakubova Nilufar Egamberganovna</i> ESKI O'ZBEK TILIDAGI AYRIM ARABCHA IZOFALI BIRIKMALARNING LEKSIKALIZATSIYASI .....	109-114
<i>Asqarova Zulayxo Yangiboyevna</i> XORAZM TARIXNAVISLIGIDA “TO'YNOMA” AN'ANASI: SHAKLLANISHI VA KOMPOZITSION TUZILISHI .....	115-120

### **12.00.00 – YURIDIK FANLAR**

<i>Shagilova Gulxatisha Koptleuovna</i> SOG'LIQNI SAQLASH TUSHUNCHASINING KONSTITUTSIYAVIY-HUQUQIY MAZMUNI.....	121-125
<i>Komilov Lazizjon Zokirjon o'g'li</i> O'QOTAR QUROLNI QO'LLASH HUQUQIDA ZARARNI MINIMIZATSIYA QILISH BO'YICHA KOREYA AMALIYOTI.....	126-133
<i>Uzbekova Dilshoda Tulkinovna</i> DAVLAT XIZMATLARINI RAQAMLASHTIRISH — KORRUPSIYAGA QARSHI KURASHNING SAMARALI VOSITASI SIFATIDA .....	134-137
<i>Suyunova Iroda</i> APPLICATION OF ARTIFICIAL INTELLIGENCE IN LAWMAKING AND PRIVATE LAW....	138-146
<i>Максудов Хушнур Хуршедович</i> ОСОБЕННОСТИ ИСПОЛЬЗОВАНИЕ ИНФОРМАЦИОННО-ЦИФРОВЫХ ТЕХНОЛОГИЙ И ИСКУССТВЕННОГО ИНТЕЛЛЕКТА В СОВЕРШЕНСТВОВАНИИ ПРОКУРОРСКОГО НАДЗОРА ЗА ИСПОЛНЕНИЕМ ЗАКОНОВ ОРГАНАМИ СЛЕДСТВИЯ В БОРЬБЕ С НЕЗАКОННЫМ ОБОРОТОМ НАРКОТИЧЕСКИХ СРЕДСТВ.....	147-153
<i>Urinboyeva Muxlisa Ma'rufovna</i> SUN'IY INTELLEKT TUSHUNCHASI VA UNING HUQUQ TIZIMIDA QO'LLANILISHIGA OID NAZARIY YONDASHUVLAR.....	154-158
<i>Ochilov Aziz Ismatovich</i> MA'MURIY-HUQUQIY NIZO VA OMMAVIY-HUQUQIY NIZOLARNING O'ZARO NISBATINING NAZARIY VA AMALIY AHAMIYATI .....	159-167

<i>Temirov Madrahim O'lmas o'g'li</i> BOJXONA SOHASIDA SODIR ETILGAN JINOYATLAR YUZASIDAN OLIB QO'YILGAN TOVAR MODDIY BOYLIKLARINING KEYINGI HUQUQIY MAQOMINI BELGILASHDAGI AYRIM MASALALAR VA ULARNING YECHIMLARI.....	168-171
<i>Mashrabov Madorbek</i> AVTOMOBIL YO'LLARINING OMMAVIY MULK SIFATIDA MA'MURIY-HUQUQIY TABIATI.....	172-177
<i>Abdugaffarov Davronbek Dilshod ugli</i> CHOICE OF LAW FOR INTERNATIONAL COMMERCIAL AGENCY AGREEMENTS: BALANCING PARTY AUTONOMY AND AGENT PROTECTION .....	178-183
<i>Kabilov Sardor Asrolovich, Mirzayev Faxritdin Ziyatovich</i> JINOIY JAVOBGARLIKDAN OZOD QILISH VA UNING IJTIMOIIY ZARURATI MASALALARI .....	184-189
<i>Эгамбердиев Ферузбек Аскаржон угли</i> ФОРМЫ СУДЕБНОГО КОНТРОЛЯ НА ДОСУДЕБНОЙ СТАДИИ УГОЛОВНОГО ПРОЦЕССА.....	190-195
<i>Shermatova Gulruh Akmalovna</i> MAISHIY JINOYAT SODIR ETGAN SHAXSNING KRIMINOLOGIK TAVSIFI .....	196-201
<b>13.00.00 – PEDAGOGIKA FANLARI</b>	
<i>Qurbonova Dilafroz Toshturdiyevna</i> TEMURIY MALIKALAR MA'NAVIY MEROSI ASOSIDA TALABA-QIZLARNING AXLOQIY QADRIYATLARINI RIVOJLANTIRISHNING MAZMUNI VA MOHIYATI.....	202-205
<i>Tirkasheva Go'zal Baxramovna</i> XALQ OG'ZAKI IJODI – MILLIY VA UMUMMADANIY KOMPETENSIYALARNI SHAKLLANTIRUVCHI KOMPLEKS PEDAGOGIK MEKANIZM SIFATIDA .....	206-213
<i>Ismatov Dilmurod Elmurod o'g'li</i> BO'LAJAK O'QITUVCHILARNING AXBOROT-PEDAGOGIK KOMPETENSIYASINI TAKOMILLASHTIRISH METODIKASI VA BOSQICHLARI .....	214-219
<i>Гулбоева Шохиста Исमत кизи</i> САМОСТОЯТЕЛЬНАЯ РАБОТА КАК КЛЮЧЕВОЙ РЕСУРС ФОРМИРОВАНИЯ ИНЖЕНЕРНЫХ КОМПЕТЕНЦИЙ В ТЕХНИЧЕСКОМ УНИВЕРСИТЕТЕ.....	220-224
<i>Qudratov Shahzod Nasim o'g'li</i> RAQAMLI TA'LIM EKOTIZIMINING MOHIYATI VA PEDAGOGIK IMKONIYATLARI.....	225-231
<i>Muhammadiyev Lochin G'ayratovich</i> OLIIY TA'LIM MUASSASALARIDA TARIX O'QITISHDA MULTIMEDIA VOSITALARINING SAMARADORLIGINI ANIQLASH .....	232-235
<i>Abraeva Rukhsora Shuhratovna</i> USING CORPUS-BASED TOOLS TO ENHANCE GRAMMAR INSTRUCTION FOR MULTILEVEL EXAM TAKERS.....	236-242
<i>Konisbaeva Amina Jenisbaevna</i> INGLIZ TILINI O'QITISHDA A2 DARAJADAGI O'QUVCHILARDA UCHRAYDIGAN TIL TO'SIQLARINING DIDAKTIK OMILLARI.....	243-248

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## **CHOICE OF LAW FOR INTERNATIONAL COMMERCIAL AGENCY AGREEMENTS: BALANCING PARTY AUTONOMY AND AGENT PROTECTION**

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**Abstract.** The principle of party autonomy remains a fundamental pillar of international contract law, allowing commercial actors to designate the legal regime governing their relations. However, in the context of international commercial agency agreements, this freedom frequently intersects with mandatory statutory regimes designed to protect the commercial agent, who is traditionally viewed as the economically weaker party. This article explores the tension between the freedom of contract and the mandatory protective provisions established by the European Union through Directive 86/653/EEC. By examining the doctrinal foundations of overriding mandatory rules and the pertinent jurisprudence of the Court of Justice of the European Union, this study analyzes how courts navigate the conflict between a principal's choice of non-EU law and an agent's right to statutory indemnification or compensation upon termination. The article aims to clarify the boundaries of party autonomy in cross-border agency contracts and evaluate the effectiveness of the Directive in maintaining a protective baseline in the globalized market.

**Keywords:** choice of law, international commercial agency, Directive 86/653/EEC, party autonomy, overriding mandatory provisions, agent protection, private international law.

## **XALQARO TIJORAT VAKILLIGI SHARTNOMALARI UCHUN HUQUQNI TANLASH: TARAFLARNING ERK MUXTORIYATI VA TIJORIY VAKIL HIMOYASI O'RTASIDAGI MUVOZANAT**

**Abdugaffarov Davronbek Dilshod ugli**

Toshkent davlat yuridik universiteti tayanch doktoranti

**Annotatsiya.** Taraflar avtonomiyasi tamoyili xalqaro shartnoma huquqining fundamental ustuni bo'lib qolmoqda va tijorat ishtirokchilariga o'z munosabatlarini tartibga soluvchi huquqiy rejimni belgilash imkonini beradi. Biroq, xalqaro tijorat vakilligi shartnomalari doirasida bu erkinlik ko'pincha iqtisodiy jihatdan zaif tomon sifatida qaraladigan tijorat agentini himoya qilish uchun ishlab chiqilgan majburiy qonunchilik rejimlari bilan to'qnash keladi. Ushbu maqola shartnoma erkinligi va Yevropa Ittifoqi tomonidan 86/653/EEC Direktiva orqali o'rnatilgan majburiy himoya qoidalarini o'rtasidagi ziddiyatni o'rganadi. Ustuvor majburiy normalarning doktrinal asoslari va Yevropa Ittifoqi Sudining tegishli sud amaliyotini o'rganish orqali, ushbu tadqiqot sudlar prinsipialning Yevropa Ittifoqiga kirmagan davlat huquqini tanlashi va agentning shartnoma bekor qilinganda qonuniy tovon yoki kompensatsiya olish huquqi o'rtasidagi ziddiyatni qanday hal qilishini tahlil qiladi. Maqola transchegaraviy agentlik shartnomalarida taraflar avtonomiyasi chegaralarini oydinlashtirish va globallashtirish bozorida himoya bazasini saqlashda Direktiva samaradorligini baholashga qaratilgan.

**Kalit so'zlar:** huquqni tanlash, xalqaro tijorat vakilligi, 86/653/EEC Direktiva, taraflarning erk muxtoriyati, ustuvor majburiy normalar, tijoriy vakil himoyasi, xalqaro xususiy huquq.

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**Introduction.** In the landscape of private international law, the doctrine of party autonomy allows contracting parties to expressly select the substantive law that will govern

their contractual obligations. This principle fosters legal certainty, predictability, and commercial flexibility in cross-border transactions [1]. However, the unrestricted application of party autonomy can lead to significant imbalances when there is a disparity in bargaining power between the contracting parties. International commercial agency agreements represent a classic paradigm of this imbalance. A commercial agent, who acts as an independent intermediary negotiating and concluding transactions on behalf of a principal, often operates in a state of economic dependence. The agent invests time, resources, and local market expertise to build a customer base for the principal. Consequently, upon the termination of the agency agreement, the principal retains the accrued goodwill and customer relations, potentially leaving the agent uncompensated for their long-term efforts.

To mitigate this structural vulnerability, national legislatures and supranational bodies have enacted protective regulatory frameworks. The most prominent example within Europe is the adoption of the Agency Directive [2]. The Directive was primarily designed to harmonize the conditions of competition within the internal market and, crucially, to guarantee a minimum level of protection for commercial agents across all Member States. The most significant protective mechanism within this framework is the mandatory entitlement to either an indemnity or compensation upon the termination of the agency contract, depending on the implementation chosen by the specific Member State [3].

A critical legal conflict arises when an international commercial agency agreement contains a choice of law clause designating the law of a non-EU state—one that does not provide equivalent statutory protections upon termination. Principals, often headquartered outside the European Union, may leverage their superior bargaining power to impose such clauses, effectively attempting to contract out of the protective regime established by the Directive. This creates a direct collision between the fundamental freedom of contract and the public policy objective of protecting the weaker party. The core problem addressed in this article is how courts and tribunals resolve this tension. It examines the mechanisms through which private international law permits the restriction of party autonomy, specifically focusing on how the protective provisions of Directive 86/653/EEC are elevated to the status of internationally mandatory rules, thereby safeguarding agents operating within the European territory regardless of the governing law chosen in the contract.

**Literature Review and Methodology.** The theoretical friction between party autonomy and state regulatory interests is a well-documented subject in private international law literature. Scholars have long debated the extent to which states should intervene in private commercial contracts to protect socio-economic policies. The prevailing academic consensus acknowledges that while the freedom to choose the applicable law is the general rule, it must be curtailed when it threatens the fundamental policies or the socioeconomic organization of the forum state [4]. This restriction is operationalized through the doctrine of "overriding mandatory provisions" or *lois de police*.

In the specific context of commercial agency, the literature has focused intensely on whether the protective provisions of Directive 86/653/EEC qualify as overriding mandatory rules. Prior to definitive judicial rulings, scholars were divided. Some argued that agency contracts, being commercial rather than consumer or employment contracts, should remain strictly subject to the chosen law to preserve commercial certainty and the integrity of party autonomy [5]. Conversely, others maintained that the economic vulnerability of the commercial

agent necessitated legislative intervention that could not be easily circumvented by a mere choice of law clause, framing the Directive's termination provisions as essential to the functioning of the internal market and the protection of fair competition [6]. The academic discourse heavily relies on the analysis of the Rome I Regulation, specifically Article 9, which defines overriding mandatory provisions as rules the respect for which is regarded as crucial by a country for safeguarding its public interests, such as its political, social, or economic organization, to such an extent that they are applicable to any situation falling within their scope, irrespective of the law otherwise applicable to the contract [7].

This article relies on a doctrinal legal research methodology to systematically analyze this conflict. The research primarily involves a critical examination of primary legal sources, notably the text and legislative history of Directive 86/653/EEC and the Rome I Regulation. Furthermore, the methodology heavily incorporates case law analysis, focusing on seminal decisions rendered by the Court of Justice of the European Union (CJEU). The study interprets how these judicial decisions have shaped the application of private international law rules, effectively charting the legal boundary where the freedom of contract ends and mandatory statutory protection begins. By synthesizing statutory texts, judicial interpretations, and existing scholarly commentary, this research aims to provide a comprehensive legal evaluation of the balance achieved between principal autonomy and agent protection in cross-border trade.

Here is Part 2 of your article, focusing on the detailed Results section, the textual analysis of the Directive, and the critical CJEU jurisprudence.

**Results.** An examination of the substantive law and judicial interpretations reveals a complex, bifurcated approach to balancing party autonomy and agent protection. The results of this analysis hinge on whether the choice of law conflict occurs between an EU Member State and a third country (extra-EU conflict) or between two EU Member States (intra-EU conflict).

The foundation of the protective regime lies in Articles 17 through 19 of Directive 86/653/EEC. Article 17 requires Member States to ensure that commercial agents are entitled to an indemnity or compensation for damage suffered upon the termination of the agency contract [8]. This entitlement is designed to remunerate the agent for the goodwill generated for the principal that continues to benefit the principal after the relationship ends, or to compensate the agent for investments made and lost commissions. Crucially, Article 19 explicitly prohibits the parties from derogating from Article 17 to the detriment of the commercial agent before the agency contract expires [9]. Consequently, within the domestic law of any single Member State, these termination rights are indisputably mandatory. The critical legal question, however, is whether these provisions transcend domestic mandatory status to become internationally mandatory (overriding mandatory rules) capable of invalidating a foreign choice of law clause.

The landmark ruling establishing the extra-territorial reach and overriding nature of the Directive is the *Ingmar* case [10]. In this case, a commercial agent established in the United Kingdom (*Ingmar*) entered into a contract with a principal established in California (*Eaton Leonard*). The contract expressly stipulated that it was to be governed by the laws of the State of California, which did not provide for the mandatory termination compensation required by the European Directive. Upon termination, the UK agent sought compensation under the UK

regulations implementing the Directive. The principal relied on the Californian choice of law clause to deny the claim.

When the English courts referred the matter to the Court of Justice of the European Union (CJEU), the Court was forced to directly weigh party autonomy against agent protection. The CJEU ruled decisively in favor of protection. The Court reasoned that the purpose of the Directive was not merely to protect a weaker party, but also to guarantee a minimum standard of protection across the internal market to eliminate restrictions on the freedom of establishment and prevent distortions of competition. Because these goals represent fundamental macroeconomic policies of the European Union, the CJEU concluded that Articles 17 to 19 must be applied where the commercial agent carries out their activity within the EU, irrespective of the law the parties chose to govern the contract [11]. Thus, in extra-EU scenarios, the results show that courts will systematically strike down a non-EU choice of law clause if its application would deprive an EU-based agent of their statutory termination rights.

However, the jurisprudential results demonstrate a significantly different balancing act in intra-EU conflicts, where the chosen law is that of another Member State. This nuance was firmly established in the *Unamar* case [12]. *Unamar*, a Belgian commercial agent, contracted with a Bulgarian principal. The contract contained a choice of law clause designating Bulgarian law. When the principal terminated the contract, the Belgian agent sought compensation under Belgian law, which offered wider, "gold-plated" protections that went beyond the minimum requirements of the Directive (specifically, extending the protection to contracts for the provision of services, not just goods). The Bulgarian law, conversely, had implemented only the strict minimum requirements of the Directive.

The Belgian courts asked the CJEU whether they could apply the broader Belgian national law as an overriding mandatory provision (under the framework of the Rome Convention/Rome I Regulation) to reject the parties' choice of Bulgarian law. The CJEU adopted a much stricter stance on restricting party autonomy in this intra-EU context. The Court ruled that because both Belgium and Bulgaria had implemented the minimum protections of Directive 86/653/EEC, the fundamental policy goals of the internal market were already satisfied by the chosen Bulgarian law. Therefore, to reject the chosen law of another Member State, the forum court must assess whether its national legislature, when adopting broader protective rules, deemed those specific broader rules to be absolutely crucial for safeguarding the country's public interests [13].

The results of this judicial evolution indicate that the threshold for overriding party autonomy is context-dependent. When a non-EU law threatens the baseline rights of the Directive, European courts will categorically intervene. However, when the choice of law involves another EU jurisdiction that guarantees the Directive's minimum standards, courts are highly reluctant to allow national "gold-plating" to override the parties' express contractual freedom.

**Discussion.** The juxtaposition of the *Ingmar* and *Unamar* decisions illustrates a highly nuanced framework for resolving the conflict between party autonomy and the protection of commercial agents. The CJEU's jurisprudence effectively establishes a two-tiered system of private international law within the European Union regarding agency contracts.

In extra-EU scenarios, the protective provisions of Directive 86/653/EEC operate as internationally mandatory rules, or *lois de police*, forming an impenetrable shield around the

EU-based agent. This approach aligns with the doctrine that certain legislative policies are so deeply ingrained in the economic and social fabric of the forum that they cannot be bypassed by private contractual arrangements [14]. By ruling that the Directive's protections are essential for the functioning of the internal market, the CJEU in *Ingmar* effectively elevated the status of the commercial agent from a mere contracting party to an instrument of European economic policy. The practical consequence for international trade is profound: principals located in third countries (such as the United States, China, or, post-Brexit, the United Kingdom) cannot rely on a choice of law clause favoring their home jurisdiction to evade the financial liabilities associated with terminating an agent operating within the EU. Even if the contract is explicitly governed by New York or English law, an EU court will apply the mandatory indemnity or compensation rules of the forum's implementing legislation.

Conversely, the intra-EU scenario presented in *Unamar* demonstrates that the principle of party autonomy regains its primacy when the fundamental objectives of the Directive are not at stake. Because all Member States are bound to implement the minimum protections of the Directive, a choice of law clause designating the law of another Member State does not threaten the baseline economic security of the agent or the integrity of the internal market. In these instances, the CJEU prioritizes legal certainty and the freedom of contract. The Court's reluctance to allow national "gold-plated" protections to override a valid choice of EU law underscores a critical limitation on the concept of overriding mandatory provisions. It confirms that the threshold for classifying a domestic rule as internationally mandatory is exceptionally high. A Member State cannot simply assert that its broader protective rules are overriding merely because they offer a better outcome for the weaker party; they must prove that the application of those specific broader rules is absolutely essential to safeguard its public organization [15].

This dichotomy presents challenges for legal practitioners drafting international commercial agency agreements. It necessitates a careful geographical analysis of where the agent will carry out their activities. The current legal landscape suggests that while the Directive successfully established a protective floor, it also introduced a degree of fragmentation. The varying levels of protection among Member States—some offering only the minimum indemnity, others offering extensive compensation—mean that the precise financial exposure of a principal still heavily depends on the interaction between the chosen law, the forum law, and the strict classification of overriding mandatory rules.

**Conclusion.** The intersection of international commercial agency agreements, party autonomy, and the protective mandate of Directive 86/653/EEC represents a critical flashpoint in modern private international law. The analysis of statutory frameworks and CJEU jurisprudence reveals that the freedom of contracting parties to choose their governing law is not absolute. When an agency relationship involves an agent operating within the European Union, the mandatory protections established by the Directive—specifically the rights to indemnity or compensation upon termination—heavily restrict party autonomy.

The European legal order resolves this tension through a context-dependent balancing act. To prevent the circumvention of its fundamental economic policies, the EU treats the Directive's minimum protections as overriding mandatory rules against principals from third countries. In these international disputes, the state's interest in protecting the weaker party and preserving fair competition definitively outweighs the parties' contractual freedom.

However, within the harmonized borders of the internal market, the balance shifts back toward party autonomy. Provided the minimum protective floor of the Directive is respected, courts will generally uphold a choice of law clause, even if it results in the agent losing access to more generous national protections. Ultimately, Directive 86/653/EEC succeeds in establishing a non-derogable safety net for commercial agents, ensuring that the globalization of trade and the principle of party autonomy do not become instruments of economic exploitation.

#### References/Adabiyotlar/Literatura:

1. Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), OJ L 177, 4.7.2008.
2. Council Directive 86/653/EEC of 18 December 1986 on the coordination of the laws of the Member States relating to self-employed commercial agents, OJ L 382, 31.12.1986.
3. Council Directive 86/653/EEC of 18 December 1986 on the coordination of the laws of the Member States relating to self-employed commercial agents, Article 17.
4. Dicey, A. V., Morris, J. H. C., & Collins, L. (2012). *Dicey, Morris and Collins on the Conflict of Laws* (15th ed.). Sweet & Maxwell.
5. Verhagen, H. L. E. (2002). The Tension Between Party Autonomy and European Union Law: Some Observations on *Ingmar GB Ltd v Eaton Leonard Technologies Inc.* *International and Comparative Law Quarterly*, 51(1), 135-154.
6. Michaels, R. (2001). The New European Choice-of-Law Revolution. *Tulane Law Review*, 75, 1607-1644.
7. Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), Article 9(1).
8. Council Directive 86/653/EEC of 18 December 1986 on the coordination of the laws of the Member States relating to self-employed commercial agents, Article 17.
9. Council Directive 86/653/EEC of 18 December 1986 on the coordination of the laws of the Member States relating to self-employed commercial agents, Article 19.
10. Court of Justice of the European Union, Case C-381/98, *Ingmar GB Ltd v Eaton Leonard Technologies Inc.*, [2000] ECR I-9305.
11. Court of Justice of the European Union, Case C-381/98, *Ingmar GB Ltd v Eaton Leonard Technologies Inc.*, [2000] ECR I-9305, paragraphs 24-25.
12. Court of Justice of the European Union, Case C-184/12, *United Antwerp Maritime Agencies (Unamar) NV v Navigation Maritime Bulgare*, [2013] ECLI:EU:C:2013:663.
13. Court of Justice of the European Union, Case C-184/12, *United Antwerp Maritime Agencies (Unamar) NV v Navigation Maritime Bulgare*, [2013] ECLI:EU:C:2013:663, paragraph 50.
14. Plender, R., & Wilderspin, M. (2009). *The European Private International Law of Obligations* (3rd ed.). Sweet & Maxwell.
15. Rühl, G. (2014). The Protection of Weaker Parties in the Private International Law of the European Union. *Journal of Private International Law*, 10(3), 335-358.

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