ECONOMIC SCIENCES

OBLIGATION, REASONS FOR THE CREATION OF OBLIGATION AND TYPES

Gadirov A.
PhD in law
Associate professor in the Department of Law of the Academy of Public Administration under the President of the Republic of Azerbaijan
Baku, Azerbaijan
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Abstract

The concept of obligation is considered one of the basic concepts of civil law. For this reason, the study of the law of obligation and its elements always makes a difference with its importance. In this article, the author has analysed and investigated the legal relations of obligation, its subject, reasons for creation and types.

Keywords: obligation, civil law, contract, Civil Code, debt relations

Obligation law relations are the main civil-legal form of commodity-monetary relations between administrations, enterprises, organizations and citizens, citizens among themselves, because material wealth is currently expressed in the form of commodity-monetary relations in circulation. In other words, legal norms of obligation are mainly aimed at regulating the circulation of property, that is, the transfer of material wealth and the results of labor from one place to another.

The field of application of obligations is quite wide. This includes the relations of industrial enterprises on supplying raw materials, materials, accessories and selling their products, trade organizations and enterprises on wholesale and retail turnover, construction relations, between citizens and organizations to meet the consumer needs of citizens, as well as between citizens themselves. includes the legal regulation of relationships, work and any form of service provision, compensation for damage, state property, private property, protection of life and health of citizens, circulation relationships, as well as credit and settlement relationships. As it can be seen, obligations are an institution of great importance in the economic turnover of organizations, as well as in meeting the needs of citizens.

Obligation law is one of the broad and leading areas of civil law relations. Obligation is the interaction of circulation participants regulated by the norms of the law of obligation. The legal definition of the obligation is given in Article 385.1 of the Civil Code. It states that "according to the obligation, a person (the debtor) must perform a certain action for the benefit of another person (the creditor), for example, he must pay money, give property, do work, provide services, etc. or refrain from a certain action, and the creditor requires the debtor to perform his duty has the right to do". Apparently, the obligation creates subjective civil rights and duties between the creditor and the debtor, who are participants in civil law relations [1].

Thus, the content of the obligation legal relationship consists of the rights and duties of its parties.

Obligation in the sense of civil law cannot be confused with legal relations belonging to other legal fields. For example, although the obligation to pay taxes is of a property nature, it is based on the principle of authority subordination between the state and the citizen and is a common law relationship. Liability relations in the sense of civil law are legal relations between equal parties. Obligation creates certain economic relations between specific persons and is a relative legal relation, unlike legal relations whose subject composition is uncertain. As can be seen from the concept of the obligation, its subject is the behavior of the debtor in providing various objects of property turnover, including things, works done, and services rendered. Obligation determines the behavior of specific persons in property turnover.

In the conditions of the market economy and free entrepreneurship, especially numerous legal relations of obligation arise between the participants of the civil circulation. These relations, which are different in their nature and purpose, have a number of common features, which reveals the need to study them in a unified system of legal relations. The following can be attributed to the mentioned symptoms:

1) According to the opinion accepted in the science of civil law, relations of obligation are relations of a property nature. Therefore, the economic content of the obligation determines the movement and circulation of property and other activity results. It should be taken into account that the property right determines the creation and development of legal obligations.

2) Unlike property relations, obligation relations are relative in nature. Since the subject composition of this type of relationship is definitively defined, giving property, paying money, doing work, and providing services can only exist between clearly defined parties.

3) In contrast to property relations (that is, the authorized person provides his interests directly by his own actions), in legal relations of an obligation nature, the interests of the authorized person are ensured by directly fulfilling the obligations of the debtor. The interests of the authorized person are also ensured by having the right to demand the performance of the obligations from the debtor [5; p.623-624].

It is for this reason that subjective right in obligation relations means the claim right of an authorized person (creditor), and duty means the duty (debt) that must be performed by the debtor.

As can be seen from the legal definition of the obligation, it is presented in the form of a simple scheme, that is, the duty of the debtor to perform certain actions (refrain from certain actions) and the right of demand of the creditor. In practice, the legal relationship of obligation is often considered complex, because each of the parties acts as a debtor and a creditor at the same time (for example, in purchase and sale, property lease, contract).

The regulation of obligation relations is carried out through the norms established in sections VI-IX of the Civil Code of AR, which is also reflected in Article 566. Among these, Chapter 28 (Exercise of Civil Rights) in Part VI and Chapter 54 (Securities) in Part VII fall outside the scope of the liability sub-sections. It should be noted that the norms established in Chapter 28 regulate general civil-legal rules, i.e. the exercise of civil rights, prohibition of abuse of rights, monopoly of state power, last necessity, necessary defense and self-help. The norms established in Chapter 54 cover the concept of securities as an object of civil law, their types and emission rules, their origin, state regulation of the securities market, and the protection of the interests of investors in the securities market [1].

Through the implementation of legal obligations, the main mass of property benefits is transferred from one civil circulation participant to another. The variety of contractual obligations arising in various fields of entrepreneurship and other activities needs to be systematized taking into account their economic and legal nature.

Depending on the content of the rights and duties of the parties, separate types of such bilateral obligations can be grouped into legal relations on the transfer of property to ownership (for economic management, practical management), putting the property to use, performing works, providing services, joint activities. Legal relations resulting from unilateral actions should be distinguished in particular.

The law of obligation, being one of the important subfields of civil law, is covered by the general part, which contains the norms common to the institutions included in it, which is called the general part of the law of obligation. It includes the following institutions: general provisions on obligations: contract law: performance of obligations, partial performance of an obligation, performance of an obligation by a third party, enforcement of a claim against a discretionary person, enforcement of monetary obligations, enforcement of obligations, non-performance of obligations, non-performance of obligations responsibility for, ensuring the implementation of obligations: issuing obligations: institutions and sub-institutions of termination of obligations [5; p.625].

Norms belonging to the general part of the law of obligation are manifested in most areas of our real social life. Undoubtedly, since various types of life situations of real reality are covered by the concept of obligation relations, the main task of the obligation law is to regulate the civil circulation where there are multifaceted special laws.

As in other legal systems, the system of obligation law consists of general and special parts. Institutions regulating liability relations arising from various contracts and non-contractual actions (by law, unilateral actions and tort) belong to the special part.

Among the institutions of the special part of the law of obligations, the number of obligations arising from legal actions is sufficient. Examples of these in the literature include:

a) obligations arising in connection with the ownership of property: purchase, sale, donation, exchange, debt, rent, etc.;

b) obligations arising in connection with putting the property into use: rent, lease, leasing, free use, etc.;

c) obligations arising in connection with the performance of works: contract and separate types of contract;

d) obligations arising in connection with the provision of services: transportation, storage, assignment, insurance obligations;

e) Obligations arising from unilateral legal actions: conducting other's work without assignment, public announcement of special awarding, competition, etc.

It should be noted that in the Special part of the obligation law, the legal relations that can arise from both legal and illegal actions and are called unjust enrichment in jurisprudence, as well as the obligations that arise only from delicts (without causing damage), which are illegal actions, are established on the basis of norms.

The bases of formation of obligations. Due to the fact that obligations create very serious rights and duties between individuals, it is of great importance to precisely define the basis of their formation. Article 386 of the Civil Code of the Republic of Azerbaijan stipulates the main bases for the formation of obligations. This includes obligations arising from contract, tort, unjust enrichment and other grounds provided for in the Civil Code. These grounds provided for in Article 386 of the Civil Code can be divided into two groups: contractual obligations and non-contractual obligations. The group of non-contractual obligations includes the obligations arising from damage, unjust enrichment, as well as obligations stipulated in the Civil Code and arising from the law.

Obligation law is the largest and most extensive subfield of civil law. This sub-field is the largest part of the civil law of the Republic of Azerbaijan, it combines more than half of the norms contained in the Civil Code.

First of all, let's note that the law of obligation is included as a structural part of the national civil law fields of many advanced and civilized countries. The third book of the French Civil Code (Napoleonic Code) regulates all matters of the law of obligations. There are sections dedicated to "General provisions on contracts and contractual obligations", "Non-contractual obligations", as well as separate contractual obligations (purchase, exchange, rent, debt and other obligations). The second book of the German Civil Code is called "Law of Obligation" ("Schuldrecht") and includes seven sections ("Content of Obligation", "Dissolution of Obligation for obligations arising from contracts", "Different types of Obligation", etc.). Those norms include paragraphs 241-853 of the Law. Section III of the Japanese Civil Code (Articles 399-724) is devoted to the law of obligations. This section consists of five chapters [11; p.243].

The fourth book of the Italian Civil Code called "Obligation" consists of nine sections: "General Provisions on Obligations"; "General provisions on contracts; "Separate types of contracts" etc. The sixth book of the Dutch Civil Code, which entered into force in 1992, is devoted to the general part of the law of obligations. This book, which consists of five sections, includes: "General Provisions on Obligations"; "General provisions on contracts; "Delicts" and others. The seventh book of that code regulates separate contractual obligations (obligations of purchase, sale, exchange, debt, contract, rent, storage, agricultural lease, etc.) that constitute a special part of the law of obligations. We should note that the separation of the component called the law of obligation in civil law is typical for the continental European (Roman-Germanic) family of civil law. It is one of the most fundamental sections of any legal system included in this country. In the Anglo-American (common) family of civil law, the concept of obligation is not given and its classification is not carried out. Obligatory legal relations are regulated by the norms included in contract and delict law [10; p.310-340]. In short, the concept of the law of obligation is unknown to the Anglo-American (common) legal family [7; p.64].

The law of obligation formed its main part in Roman private law. Roman law of obligation was the most important and sophisticated legal heritage of Rome. In the words of K. Marx, "the Roman law of obligations accurately formulated all the existing relationships between the owners of common goods for sale, service, debt and other obligations" [9; p.672]. This right has had an important impact on the legislation of continental European countries [8; p.251-536]. The legislation of those countries expresses them while preserving the basic concepts of the Roman law of obligations. The legal doctrine of these countries based on the Roman law of obligation created the law of obligation, which is the central section of their civil rights and the main object of the science of civics.

In accordance with Roman law and the legislative traditions of continental European countries, the civil law of the Republic of Azerbaijan envisages the right of obligation as its constituent part. The law of obligation regulates various social relations. The range of these relations is quite wide. Those relationships regulated by the norms of the law of obligation constitute the subject of regulation of the law of obligation.

There are many examples of social relations that are the subject of the law of obligation. We come to work every day by concluding a transport contract (in this case, a verbal contract is concluded). By entering into a sales contract relationship, we buy various food products from the market and shop to meet our personal needs. On the basis of contractual legal relations, we build ourselves a beautiful country house (in this case, we conclude a contract). In order to strengthen commercial activity, the entrepreneur receives a loan from the bank by concluding a loan agreement. We sign an insurance contract with an insurance company to protect the house we live in from fire. The villager rents the plot of land. The owner of the residence rents one of the apartments to a student. The firm opens a bank account and concludes a bank account agreement. A citizen deposits free money in the bank and concludes a deposit (bank deposit) contract with the bank. Exclusive rights to use intellectual property objects (works, inventions) are given to users, and for this purpose, contracts such as author or patent-license act as a means of legal formalization. The subject of legal regulation of the right of obligation includes relations arising in connection with the protection of life and health, and the protection of the property owned by individuals. For example, relations related to the compensation of a person who harms the health or property of any citizen.

In general, public (property) relations included in the subject of legal regulation of the law of obligations include property ownership (for example, contracts for purchase and sale, rent, etc.), service provision (contracts for transportation, insurance, credit, bank account, etc. with), by doing work (with a contract), by making unilateral actions (acting in the interest of another without an assignment, making a general announcement about special remuneration, etc.), by actions outside the contract (for example, causing damage, unjust enrichment etc.) may occur due to The indicated numerous relations are regulated by legal norms of obligation. Those numerous relationships regulated by these legal norms are covered by the concepts of economic circulation or property circulation. There is an impression that the right of obligation regulates the economic cycle.

Economic circulation (economic circulation relations) means the process of continuous exchange of goods and services between subjects of the economic system [4; p.45]. In the economy, the delivery of all resources to the final consumer is carried out by the economic cycle. Economic circulation means the exchange of goods. Commodity exchange is a relationship in which material goods and other goods in the form of economic goods are transferred from one person to another. The right of obligation that we are talking about regulates the process of exchange and displacement of material goods. This shows that not static relations with the law of obligation (which is regulated by property law), but dynamic relations are formalized. The statistics of civil relations are related to the ownership of property right, exclusive (intellectual property objects) right and right to personal intangible benefits. The dynamics of civil relations is related to the transfer of material (property) goods from one person to another, exchange of goods. If the statics of civil relations is included in the subject of legal regulation of subfields of civil law, such as property rights, intellectual property rights (it is also called exclusive rights) and the right to protect personal intangible goods (it is also called personal non-property rights), the dynamics of civil relations is called the law of obligations. belongs to the sphere of legal regulation of the subfield. The dynamism of these relations is a common feature of all the numerous relations of economic circulation formalized by the law of obligation. So, all those relationships are things, money, services provided, work done, etc. related to the transfer and exchange of material goods. For example, when a sales contract is concluded, the goods (item) are transferred from the seller to the buyer. The owner rents the house if the apartment rental contract is concluded. A citizen lends money to his friend on the basis of a loan agreement, and the money becomes his property. By concluding a bank deposit (bank deposit) contract, a citizen puts his money on deposit. Based on the contract, the construction organization (contractor) gives the result of the work, that is, the building (for example, the garage) to the customer (citizen).

We noted that the range of property relations included in the subject of legal regulation of the right of obligation is quite wide and diverse. The subject of these relations includes:

1) items;

2) the result of the work (both tangible and intangible);

3) services (both tangible and intangible);

4) property rights;

5) non-material benefit of a property nature (intellectual property objects, protectable information, etc.);

6) personal intangible benefits (health, life, etc. of a natural person).

The subfield of civil law, called the law of obligations, regulates the most important and necessary area of economic circulation relations. German professor H. Heinrichs writes that these relationships consist of different types of vital situations. The norms included in this subfield practically touch and cover the entire socio-economic and social life of the country. For this, it is necessary to review the list of civil-legal contracts. The legal parameters of these agreements (purchase, sale, factoring, insurance, credit, debt, lease, rental, leasing, transportation, bank account, etc. agreements) are specified in Civil Code.

The right of obligation also includes relations arising from compensation for damage to the health and life of an individual, his property, relations arising from unjust enrichment, etc. is regulated. Its norms concerning such relations form a special part of that subfield.

The importance of the law of obligation is very great. Without the norms of this right, we would not be able to buy food products, clothing and other necessary items for living, etc. Figuratively speaking, the right of obligation is the blood vessels of the organism called civil law, as a result of which metabolism is carried out in that organism.

Thus, the law of obligation means a sub-field of civil law that includes legal norms regulating economic circulation (commodity exchange) relations. It acts as a legal form of economic circulation relations. Obligation law is a legal instrument through which market economy relations are managed and organized. Its main task is to regulate civil (economic) circulation [6; p.336].

By the system of the law of obligation, it is understood that the legal norms that make up that sub-field are combined into a single internal form and that these norms are divided into groups by separate institutions and classified. The indicated norms are based on a certain system, not in a chaotic situation.

The contract takes the main place among the bases for the formation of obligations. As we know, a contract is an agreement between two or more persons to define, modify or terminate civil rights and obligations. As you can see, in the contract, the parties define obligations. A contract is a bilateral or multilateral agreement. As it is known, according to Article 324 of the Civil Law, a contract is a unilateral, bilateral or multilateral expression of will aimed at the creation, modification and termination of a civil law relationship. Based on what has been said, it can be concluded that, apart from the contract, a unilateral agreement is also the basis for the creation of an obligation.

As can be seen from the content of Article 386 of the Civil Code, the vast majority of obligations are formed on the basis of a contract. It is enough to show that 520 articles out of 759 articles provided in the Special Part of the Civil Code, which determine the basis of the formation of obligations, regulate the types of contracts and the obligations arising on their basis. It should be noted that according to Article 390 of the Civil Code, individuals and legal entities can conclude contracts that are not provided for in the Civil Code, but are not contrary to it.

Obligations arising on the basis of contracts stipulated in Article 386 of the Civil Code of AR differ from each other according to their content and legal consequences [1].

In addition to the contract, Article 386 of the Civil Code of the Republic of Azerbaijan stipulates that obligations arise as a result of damage, unjust enrichment or other grounds provided for in the Civil Code. Damage to another person, as a rule, occurs as a result of a civil law violation (delict). A civil offense (delict) refers to a culpable, illegal act (action and inaction) that leads to direct damage or harm to another person (victim) protected by law and by law. A person who has committed an illegal act bears civil rights. The illegal act of a person creates obligations for him. Thus, as stipulated in Article 1097 of the Civil Code of the Republic of Azerbaijan, damages caused to the personality or property of a natural person as a result of a civil offense (delict), as well as damage caused to the property or business reputation of a legal entity, must be paid in full by the victim. AR Civil Code stipulates the bases for the formation of obligations for several types of damage. This includes the violation of law committed by a legal or physical person's employee, illegal actions of state bodies, local self-government bodies and their officials, investigation, preliminary investigation, prosecutor's office and judicial bodies, etc. includes obligations arising from circumstances.

Article 386.1 of the Civil Code of the Republic of Azerbaijan defines unjust enrichment as the basis for the creation of an obligation, as defined in Article 1901 of the Civil Code of the Russian Federation. According to that concept, unjust enrichment means that a person acquires property at the expense of another person without a legal basis. Such unjust enrichment creates an obligation for the person enriched to return what they have unjustly acquired. Apart from these, other bases for the formation of obligations are provided in Civil Code. For example, according to Article 246 of the Civil Code of the Republic of Azerbaijan, land can be purchased from the owner for state needs. In this case, the owner has the obligation to sell his land plot, and the relevant state body has the obligation to buy that plot.

A court decision determining civil rights and duties is considered an independent basis for the formation of an obligation. According to the court decision, for example, in the process of its conclusion, the disagreements arising between the parties and submitted to the court are clarified and the terms of the contract are determined.

According to Article 386.4 of the Civil Code of the Republic of Azerbaijan, there must be an agreement between its participants for the formation of an obligation, except for other grounds provided by the legislation. The AR law of May 10, 2005 "On electronic commerce" provides for a new form of contract that differs from all other contracts by its method of conclusion and a number of other indicators [3; p.169-178].

This is a document concluded in the form of an electronic document on the purchase and sale of goods, the provision of services and the performance of works using information systems in electronic commerce. According to Article 1.1.15 of the AR Law dated March 9, 20014 "On Electronic Signature and Electronic Document", an electronic document is a document submitted in electronic form for use in the information system and certified with an electronic signature [2; p.126-148].

As in all contracts, the content of the contract concluded in electronic form is made up of the rights and obligations of the parties. Electronic commerce, as we have shown, is the activity of buying and selling goods, providing services and doing work using information systems. Thus, depending on the subject of the contracts concluded in the form of an electronic document, their content consists of the rights and duties of the buyer and the seller, or the customer and the supplier, defined in the contract. Therefore, as in all contracts, the rights and obligations of the parties and all other terms of the contract should be provided in the contract concluded in electronic form. However, taking into account the specific features of the contract concluded in electronic form, a number of other conditions should be included in it. It includes the rules of exchange of electronic documents and technical and organizational requirements related to it, including the form of document exchange, their verification procedure, document approval period, form, etc. includes.

As in any legal relationship, the obligation creates legal relationships between the parties. Citizens, legal entities, state and municipal bodies can be the subjects of these relations. In legal relations of obligation, two parties usually act, according to Article 385 of the Civil Code of the Republic of Azerbaijan, the party that has to perform the duty is called the debtor, and the party authorized to demand its performance is called the creditor. Thus, each obligation involves two parties - the debtor and the creditor.

The creditor is the active party in the relationship because he, being the authorized person, has the right to claim.

The debtor is a passive party, because he must do certain things for the benefit of the creditor or refrain from certain things.

It should be noted that the number of parties cannot be confused with the number of persons participating in the obligation. Thus, one or more persons can participate in each obligation as creditor and debtor. These are called joint creditors and joint debtors. It is for this reason that there is a plurality of persons in the obligation. In the case of obligations involving a plurality of such persons, the creditors or each of the creditors may demand the full performance of the obligation from all the debtors together or from any one of them. A co-debtor who has fully executed the obligation has the right to demand from the remaining debtors that they spend their shares proportionately on the execution of the relevant part of the execution. Also, a co-creditor who has fully accepted the execution is obliged to pay the share due to the remaining co-creditors. The invalidity of the creditor's claim against one of the joint debtors and the expiration of the claim period for the claim against him exempts that debtor from the performance of the obligation [6; p.329].

According to Article 387.3 of the Civil Code of the Republic of Azerbaijan, obligations do not create obligations for persons who are not parties to it (third parties). In cases provided by the agreement of the parties, the obligation may create rights for third parties on one or both sides of the obligation.

Another rule that determines the participation of a third party in liability relations is provided for in Article 431 of the Civil Code. In this norm, it is stated that "in cases where the performance of the obligation depends on him, as well as in cases where it is derived from the Civil Code, the contract or the nature of the obligation, he must personally perform the obligation". However, if the creditor directs compulsory execution on the thing belonging to the debtor, then any person who is in danger of losing rights to this thing as a result of compulsory execution can provide the creditor. When a third party secures the creditor, the right of claim is transferred to that person. Obligations, as a rule, create rights and duties between specific parties involved in it. However, in cases provided by the agreement of the parties, the obligation may create rights for third parties. Also, such rights can be provided at the expense of both or one of the parties to the obligation. However, it should be noted here that the claim should not be passed to the detriment of the creditor, a similar rule is found in the norms established in Article 952 of the Civil Code. So, according to these norms, a person can make a deposit for the benefit of third parties according to the bank deposit agreement concluded with the bank. In this case, the contract concluded between the bank and the depositor creates the right to receive that deposit for a third party who did not participate in this obligation. As it can be seen, in both examples, during the formation of obligation relations, any third party not participating in these relations can enter into relations in order to prevent the danger of damage to his interests later, and thereby be able to take the place of the previous creditor.

It should be noted that cases in which there is a plurality of persons in the obligation can be divided into two groups: active and passive plurality. If the creditor party is represented by several persons in the obligation relations, it is called an active majority, and if the debtor party is represented by several persons, it is called a passive majority. In addition to these, a mixed set of obligations is also distinguished. Such a plurality means that both the creditor and the debtor are represented by several persons in the obligation relations. According to the extent of the rights and duties of the parties, obligations represented by multiple persons are divided into shared and joint obligations. Obligations represented by multiple persons are usually considered shared obligations [6; p.340].

Joint obligations and powers (for joint creditors and joint debtors) are formed based on the contract, law or indivisibility of the subject of the obligation, as stated in Articles 493.2 and 500.2 of the Civil Code. That article states that if several persons are authorized to demand performance in such a way that each of them can demand full performance, and if only one-time performance is entrusted to the debtor, they are joint creditors. If the performance of the obligation is entrusted to several persons in such a way that each of them is obliged to participate in the full performance of the obligation, and the creditor has the right to demand only one-time performance, they are joint debtors. For example, Article 46 of the Civil Code of the Republic of Azerbaijan indicates that the representatives of a legal entity are jointly responsible for the obligations related to the creation of a legal entity, which were formed before the state registration of the legal entity.

Norms on the joint responsibility of the founders of a legal entity can be found in other articles of the Civil Code. For example, according to Article 56.3 of the Civil Code of AR, when legal entities are reorganized from the order of division, their rights and duties are transferred to newly formed legal entities. Thus, several creditors are formed in the person of the newly created legal entities for the liabilities of which the divided legal entity is a creditor. Norms on joint subsidiary liability can be found in Articles 97.1 and 472.3 of the Civil Code [1].

Norms determining subsidiary liability are also found in delict obligations.

In shared obligations, each creditor can demand the performance of the obligation, and each debtor must perform the obligation in the amount of his share. Co-creditors have certain shares in the obligation entrusted to the debtor for one-time execution. As a rule, the size of shares is determined by joint creditors. If the joint creditors do not determine the shares, they have equal shares in the obligation as specified in Article 499.2 of the Civil Code. Thus, each of the joint creditors is entitled to a certain share in the obligation and has the right to dispose of it. If one of the co-creditors waives the right to demand his share of the obligation, he waives his ownership right, which is the share he will receive from the performance of the obligation. Apparently, the refusal of one of the creditors to buy that share does not affect the interests of other joint creditors. Therefore, in Article 496 of the Civil Code of the Republic of Azerbaijan, it is imperatively stated that the debtor is exempted from paying the part due to the creditor who refused the claim against the debtor. In such a case, the liability must be paid in the amount of the shares due to the remaining co-creditors [5; p.634]. Unlike shared obligations, in joint obligations, everything depends on the will of the creditor. Thus, the creditor has the right to demand the performance of the obligation from all the debtors, and the performance of the obligation from one of the debtors in full or in a certain part.

The most important feature of the joint obligation is that the full performance of the obligation by one of the debtors exempts the other debtors from execution (Civil Code, Article 503). This is not accidental. According to Article 528 of the Civil Code, the obligation is terminated as a result of its proper performance for the benefit of the creditor. Apparently, it does not matter to the creditor whether the obligation is performed by one or all of the co-debtors. Full and proper performance of the obligation leads to its termination and the debtors are released from the performance. In addition, according to Article 503 of the Civil Code of the Republic of Azerbaijan, the compensation performed by the debtor to the creditor also exempts the remaining debtors from execution.

Special attention should be paid to the fact that the debtor who has fulfilled the joint obligation has the right to claim their shares proportionally, but minus his own share, in the manner of recourse against the remaining debtors (Civil Code, Article 509). As stated in Article 387.2 of the Civil Code of the Republic of Azerbaijan, if each of the parties to the contract has obligations for the benefit of the other party, he is considered the debtor of that party for what he has done for the benefit of the other party, and at the same time, his creditor for those who have the right to demand from him. In addition to the execution of active duties, the execution of passive duties may also be imposed on the debtor. Passive duties mean the duty of the creditor to refrain from certain actions that prevent the performance of subjective duties.

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