LEGAL VALIDITY OF ELECTRONIC AGREEMENTS AND RISK MANAGEMENT IN THE CIVIL LAW OF UZBEKISTAN AND CHINA

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Abstract. *This paper examines the legal aspects of the conclusion and performance of electronic agreements in the civil law of Uzbekistan and China. Particular attention is paid to the legal validity of electronic contracts, the identification of parties, and the evidentiary value of electronic documents within the framework of the digital economy. Based on the research, the main trends in the development of legal regulation of electronic agreements are identified, and directions for improving the legal framework are proposed to ensure reliability and stability in electronic civil transactions.*

Keywords: *electronic agreement, electronic contract, legal validity, civil law, risk management, electronic signature, Uzbekistan, China.*

Аннотация. *В работе рассматриваются правовые аспекты заключения и исполнения электронных соглашений в гражданском праве Узбекистана и Китая. Анализируются вопросы юридической силы электронных договоров, идентификации сторон и доказательственного значения электронных документов в условиях цифровой экономики. На основе исследования выявлены основные тенденции развития правового регулирования электронных соглашений и обозначены направления его совершенствования для обеспечения надежности и устойчивости электронного гражданского оборота.*

Ключевые слова: *электронное соглашение, электронный договор, юридическая сила, гражданское право, управление рисками, электронная подпись, Узбекистан, Китай.*

Modern digital technologies significantly transform economic relations and require the modernization of legal mechanisms regulating them. One of the key elements of the digital economy is the electronic agreement (EA), which has become an important instrument of civil and commercial transactions, especially in the context of globalization and cross-border trade [1].

Electronic agreements reduce transaction costs, accelerate contract formation, and increase transparency. At the same time, they create new legal challenges, including the identification of parties, verification of electronic signatures, preservation of electronic documents, and recognition of their evidentiary value in judicial proceedings. [2]

For countries with rapidly developing digital economies, such as the Republic of Uzbekistan and the People's Republic of China, the legal regulation of electronic agreements is particularly important. In Uzbekistan, the legal framework is established in the Civil Code, which allows transactions in electronic form and recognizes contracts concluded through the exchange of electronic messages.

Additional regulation is provided by the Law "On Electronic Document Flow," which grants electronic documents legal force equivalent to paper documents. [3]

In China, these issues are regulated by the Law "On Electronic Signatures," which determines the legal status and conditions for the use of electronic signatures. China has also established specialized Internet courts that consider disputes related to electronic agreements and digital evidence. [4]

The aim of this study is to conduct a comparative legal analysis of electronic agreements in the civil law of Uzbekistan and China, identify their legal nature, analyze the main risks associated with their use, and determine possible directions [5] for improving legal regulation in the context of digital transformation.

In domestic civil law scholarship, electronic agreements are generally regarded as contracts concluded in written form, with particular emphasis on the legal validity of electronic signatures [6] and electronic documents. Uzbek researchers note the necessity of adapting national legislation to the requirements of the digital economy, especially in relation to party identification and the evidentiary value of electronic documents. International studies highlight the difficulties of harmonizing legal regulation of electronic agreements in cross-border transactions. Scholars in Europe, the United States, and China analyze the legal nature of electronic offers and acceptances, as well as the recognition of electronic evidence in judicial proceedings. [7] Comparative research shows that although many countries recognize the equivalence of electronic and paper documents and the validity of electronic signatures, regulatory approaches differ. For example, Chinese law allows contracts to be concluded through electronic platforms even without a qualified electronic signature if the consent of the parties can be proven, while Uzbek legislation requires stricter formal compliance. [8]

The research demonstrates that in Uzbekistan electronic agreements are legally equivalent to written contracts if the requirements of Articles 105 and 366 of the Civil Code are met, while the Law "On Electronic Document Flow" grants electronic documents the same legal force as paper documents. In China, similar regulation is established by the Law "On Electronic Signatures," which defines conditions for electronic transactions and reliable identification of parties.[9]

The validity of electronic agreements in both countries depends on general civil law requirements, including legal capacity of the parties, voluntary expression of will, legality of the transaction, and compliance with the prescribed form.[10] At the same time, electronic transactions involve specific risks, such as misuse of electronic

signatures, difficulties in verifying counterparties in cross-border transactions, and potential compromise of document integrity.

Both Uzbekistan and China have introduced mechanisms to mitigate these risks, including the establishment of certified electronic signature [11] authorities and requirements for secure storage and archiving of electronic documents.

Recognition of electronic documents as admissible evidence in courts differs between Uzbekistan and China. In China, specialized Internet Courts established in 2017 consider disputes involving electronic agreements and digital evidence. In Uzbekistan, judicial practice mainly focuses on verifying the validity of qualified electronic signatures (QES) [12].

Judicial cases demonstrate these differences. In Uzbekistan (LLC "SmartLog" vs. IP T.A., 2023), the court refused to recognize an electronic agreement due to the absence of a QES, despite evidence of correspondence and payment. In contrast, in China (JD.com case, 2021), the Internet Court recognized a supply contract based on the parties' actions and electronic confirmation of the order [13]. These examples illustrate the more flexible Chinese approach compared to the formal requirements of Uzbek law. Overall, both legal systems recognize the legal validity of electronic agreements and the equivalence of electronic and paper documents. However, differences remain in formal requirements, institutional support, and risk management mechanisms [14]. China has developed a more advanced institutional framework, including Internet Courts and broader recognition of digital evidence, while Uzbekistan relies more heavily on formal compliance with electronic signature requirements.

Comparative analysis shows that both countries apply mechanisms to mitigate risks, such as accredited certification centers and secure electronic document storage systems. Nevertheless, greater flexibility in the Chinese legal system facilitates cross-border digital transactions and enhances legal certainty for participants in electronic commerce. The study suggests that improving Uzbekistan's legal framework may include expanding the range of admissible electronic evidence, developing specialized mechanisms for resolving digital disputes, and strengthening international cooperation to harmonize legal standards for electronic agreements.

This study presents a comparative analysis of electronic agreements and risk management systems in the civil law of Uzbekistan and China. The research shows that both countries recognize the legal validity of electronic agreements [15] and the equivalence of electronic and paper documents, although significant differences exist in formal requirements and institutional mechanisms. [16]

In Uzbekistan, the mandatory use of a qualified electronic signature (QES) ensures legal certainty but introduces strict formal requirements that may invalidate agreements despite actual performance by the parties. In contrast, China applies a more flexible approach, allowing courts to recognize electronic agreements based on alternative evidence of consent and resolving disputes through specialized Internet Courts. This approach facilitates digital commerce and reduces transaction costs.

The analysis demonstrates that effective regulation of electronic agreements requires not only formal legal rules but also institutional mechanisms for dispute resolution and risk management. Harmonization of legal standards and greater procedural flexibility are particularly important for cross-border transactions.

Based on the findings, the study recommends improving Uzbekistan's legal framework by expanding the range of admissible digital evidence, developing mechanisms for resolving electronic disputes, and strengthening international cooperation to support the development of digital commerce.

The research contributes to comparative civil law by highlighting the importance of balancing legal safeguards with flexibility in regulating electronic agreements in the digital economy.

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