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SPECIFICS OF THE PROCEDURAL ADJUDICATION OF DISPUTES ARISING FROM CONSTRUCTION CONTRACTS IN ECONOMIC COURTS

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Abstract

This article analyzes the procedural aspects of resolving disputes arising from construction or service contracts, dogwood podrida, within economic courts. It examines the procedure for filing a claim, court jurisdiction, statutes of limitations, evidence and the burden of proof, the appointment of expert examinations, and the enforcement of court judgments. Based on this analysis, the article identifies key practical challenges and proposes solutions to address them.

Keywords: construction, service contract, economic court, procedural law, evidence, burden of proof, expert examination, statute of limitations, enforcement of a judgment.

A construction contract (or contract for work) is one of the most common types of commercial agreements in civil commerce. In the fields of construction, renovation, and installation work, the relationship between the client and the contractor frequently ends in a dispute[1]. Since such disputes arise in connection with entrepreneurial activity, they are heard by commercial courts; therefore, the procedural aspects of their resolution are of significant theoretical and practical importance.

The legal basis for a construction or service contract is the Civil Code, while the procedure for resolving disputes is governed by the Economic Procedural Code. At the same time, inconsistent application of procedural rules in judicial practice –particularly regarding evidence and time limits – increases both the number of disputes and the duration of legal proceedings[2].

[1] Бердник О., Маньковский И. А. ОСОБЕННОСТИ РАССМОТРЕНИЯ СПОРОВ ПО ДОГОВОРАМ СТРОИТЕЛЬНОГО ПОДРЯДА В ИСКОВОМ ПРОИЗВОДСТВЕ //Общество, право, личность: вопросы взаимодействия в современном мире. – 2015. – С. 61-63.

[2] Гарипов А. Р. Договор подряда, его место в системе гражданско-правовых договоров и смешанный договор (на примере договора строительного подряда) //Вестник экономики, права и социологии. – 2011. – №. 1. – С. 124-127.

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The purpose of this article is to analyze the key stages in the resolution of disputes arising from construction or service contracts within an economic court, and to identify the associated legal and practical challenges. The study employs an analysis of legislative and regulatory acts, a synthesis of judicial practice, and various legal analysis methods.

Under a construction or service contract, the contractor undertakes to perform specific work as instructed by the client and to deliver the result of that work to the client, while the client undertakes to accept the result and pay the agreed-upon price. The defining characteristic of this type of contract is its focus on the result: the contractor is responsible not for the process itself, but for the final outcome[3].

This characteristic is of procedural significance, as disputes typically arise regarding whether the work performed complies with the terms of the contract. The court must evaluate the quality, scope, and timing of the work's outcome – that is, determine whether it meets the contractual requirements from both a technical and a legal perspective. Consequently, in construction or service contract disputes, a technical expert assessment is required alongside a legal evaluation[4].

In practice, most disputes arise from vague contractual terms. If the scope of work, quality requirements, acceptance procedures, and payment schedule are not clearly defined, the parties may hold conflicting views on how the work has been performed. Consequently, the evidentiary basis available for any subsequent litigation is determined as early as the contract-drafting stage[5].

Economic courts hear disputes arising from business activities. Since a construction contract is typically concluded between business entities, such disputes fall within the jurisdiction of economic courts[6]. In practice, however, questions regarding jurisdiction may arise in the following cases:

– one of the parties is an individual, and the contract was not entered into for the purpose of business activity;

[3] Рожкова М. А. Совершенствование порядка рассмотрения дел по спорам, связанным с предпринимательской или иной экономической деятельностью, организацией управления, членством или участием в капитале организаций //Корпорации и учреждения. – 2007. – С. 267-337.

[4] Крылов А. А., Фабричная Т. Б. Особенности договора подряда //Приволжский научный вестник. – 2015. – №. 12-2 (52). – С. 84-86.

[5] Рожкова М. А., Елисеев Н. Г., Скворцов О. Ю. Договорное право: соглашения о подсудности, международной подсудности, примирительной процедуре, арбитражное (третейское) и мировое соглашения. – Статут, 2008.

[6] Кондрашев К. Срок договора подряда как существенное условие: новые тенденции в судебной практике //Трудовое право. – 2015. – №. 7. – С. 45.

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– the contract relates to the construction or renovation of a residence for personal use, and the commercial nature of such a contract is disputed;
– the dispute involves not only claims arising from a construction or service contract but also claims related to labor or property rights[7].

In such cases, the court must first examine the purpose of the contract and the legal status of the parties. An incorrect determination of jurisdiction leads to the transfer of the case to another court or the refusal to accept the claim, which entails additional time and costs for the parties.

If a specific forum (jurisdiction) is agreed upon in the contract, this agreement generally takes precedence. However, the validity of such an agreement – especially when the contract is based on standard terms – requires further scrutiny. Furthermore, in disputes involving real estate, one must take into account strictly defined exclusive jurisdiction[8].

Claims arising from a construction or service contract are subject to the general statute of limitations established by the Civil Code. At the same time, the periods during which a contractor may be held liable for defects in their work must be analyzed separately, taking into account the specific characteristics of the contract.

A key issue in calculating a time period is determining when it begins. As a general rule, the period starts to run from the day a person learned, or should have learned, of the violation of their right. In construction or service contract disputes, this moment might be the date the work was handed over, the date a formal acceptance certificate was signed, or the date hidden defects were discovered. It is precisely this point that is frequently a matter of dispute[9].

If the court determines that a time limit has been missed, it may leave the claim without consideration. Therefore, it is advisable to examine this issue at the beginning of the proceedings, when the statement of claim is being accepted. If there are grounds for suspending or extending a time limit, these must be supported by evidence.

The primary evidence in construction contract disputes includes the written contract, design and cost estimate documentation, certificates of completion, work logs, invoices,

[7] Ибратова Ф. Б., Ибрагимов Я. ПРАВОВЫЕ ВОПРОСЫ УЧАСТИЯ ПРОКУРОРА В ЭКОНОМИЧЕСКОМ ПРОЦЕССЕ: СРАВНИТЕЛЬНЫЙ АНАЛИЗ С ЗАКОНОДАТЕЛЬСТВОМ РЕСПУБЛИКИ УЗБЕКИСТАН И РОССИЙСКОЙ ФЕДЕРАЦИИ //International journal of professional science. – 2023. – №. 4. – С. 11-18.
[8] Гогин А. А., Федорова А. Н. Договор подряда: историко-правовые периоды становления, развития и современного состояния //Основы экономики, управления и права. – 2021. – №. 2 (27). – С. 38-44.
[9] ИБРАТОВА Ф., КАДЫРБАЕВ С. ДОЛГИ ЗА ЖИЛИЩНО-КОММУНАЛЬНЫЕ УСЛУГИ ПОСЛЕ ПЕРЕХОДА ПРАВА СОБСТВЕННОСТИ НА НЕДВИЖИМОЕ ИМУЩЕСТВО (КВАРТИРУ), НА ПРИМЕРЕ ЗАКОНОДАТЕЛЬСТВА РЕСПУБЛИКИ УЗБЕКИСТАН //INTERNATIONAL JOURNAL. – 2024. – Т. 2. – №. 11-1. – С. 76-80.

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payment records, as well as photographs and video footage of the work performed. Electronic correspondence may also be admitted as evidence, though additional grounds are required to verify its authenticity[10]. An electronic document has the same legal force as a paper document; however, this equivalence does not mean that any given file automatically constitutes sufficient evidence.

The burden of proof generally rests with the party asserting a claim. The client must prove the existence of defects or deviations from the contract, while the contractor must demonstrate that the work was performed in accordance with the contract or that there are grounds for payment. In practice, however, the allocation of the burden of proof is not always straightforward, as in many cases the outcome of the work is documented solely in records held by one of the parties.

Therefore, when gathering the evidence necessary for the proper resolution of a case, the court should take an active role—for instance, by requesting documents or ordering expert examinations on its own initiative. This approach is consistent with the principles of equality between the parties and the fairness of judicial proceedings[11].

Assessing the quality of construction work, the conformity of materials with the contract, and the extent to which work has been completed requires specialized knowledge. Consequently, the court typically orders a technical or construction expert examination. While an expert’s report serves as significant evidence, it is not unconditionally binding upon the court and is evaluated alongside other evidence.

The quality of an expert opinion depends on the clarity of the questions posed. Questions requiring a legal conclusion—for instance, "has the contract been fulfilled?"—fall outside the scope of an expert's competence. Questions must be formulated with technical precision and be subject to verification; for example: "which structural elements were constructed in a manner that deviates from the project design?".

Once a court judgment has been issued, its enforcement can also become a problem – especially if the debtor lacks the funds to pay or any assets against which recovery can be sought. This diminishes the practical effectiveness of the court judgment[12]. Therefore, it is advisable to apply interim measures – such as restricting the debtor’s ability to

[10] Статива Е. Б. Строительно-техническая экспертиза в судебных спорах хозяйствующих субъектов //ФБУ РФЦСЭ при Министерстве Юстиции РФ. – 2017. – С. 185.
[11] Воронов И. А. Договор возмездного оказания услуг и договор подряда //Вестник магистратуры. – 2014. – №. 6-2 (33). – С. 45-49.
[12] Курилов В. И., Пряженников М. О. Договор подряда и трудовой договор: достоинства и риски для сторон договоров //Пробелы в российском законодательстве. Юридический журнал. – 2012. – №. 6. – С. 221-226.

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dispose of their property – well before the dispute is resolved, as this ensures the enforcement of the court's judgment.

Analysis has shown that the following issues arise most frequently in disputes concerning construction or service contracts: ambiguity regarding the scope of work and quality criteria; failure to follow the established procedure for the phased acceptance of work and the formal execution of acceptance certificates; errors in calculating the statute of limitations; overly broad phrasing of questions submitted to an expert; and an insufficiency of the debtor's assets to satisfy a judgment[13].

Most of these issues can be prevented at the stage of contract conclusion and project execution – well before the need for formal legal defense arises.

Based on the analysis, the following measures are proposed: clearly defining the criteria and timelines for the acceptance of work deliverables within the contract; ensuring the timely preparation and retention of acceptance certificates and technical documentation; consolidating judicial practice regarding the formulation of questions for experts, with a focus on technical precision; ensuring a consistent approach to calculating statutes of limitations, including through clarifications provided by the Supreme Court; and expanding the use of early provisional measures to secure the enforcement of future judgments.

The adjudication of disputes arising from construction or service contracts within an economic court entails specific procedural nuances. The court's jurisdiction, statutes of limitations, the collection and evaluation of evidence, the commissioning of expert examinations, and the enforcement of judgments are all key stages of the legal process, each requiring careful attention. Properly managing these stages facilitates the fair, prompt, and effective resolution of disputes.

References

1. Бердник О., Маньковский И. А. ОСОБЕННОСТИ РАССМОТРЕНИЯ СПОРОВ ПО ДОГОВОРАМ СТРОИТЕЛЬНОГО ПОДРЯДА В ИСКОВОМ ПРОИЗВОДСТВЕ //Общество, право, личность: вопросы взаимодействия в современном мире. – 2015. – С. 61-63.

[13] Чернякова С. А. Обеспечение исполнения договорных обязательств по договору подряда для государственных нужд //Сервис в России и за рубежом. – 2014. – №. 9 (56). – С. 195-206.

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Radiance, an international journal of multidisciplinary research

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2. Гарипов А. Р. Договор подряда, его место в системе гражданско-правовых договоров и смешанный договор (на примере договора строительного подряда) //Вестник экономики, права и социологии. – 2011. – №. 1. – С. 124-127.
3. Рожкова М. А. Совершенствование порядка рассмотрения дел по спорам, связанным с предпринимательской или иной экономической деятельностью, организацией управления, членством или участием в капитале организаций //Корпорации и учреждения. – 2007. – С. 267-337.
4. Крылов А. А., Фабричная Т. Б. Особенности договора подряда //Приволжский научный вестник. – 2015. – №. 12-2 (52). – С. 84-86.
5. Рожкова М. А., Елисеев Н. Г., Скворцов О. Ю. Договорное право: соглашения о подсудности, международной подсудности, примирительной процедуре, арбитражное (третейское) и мировое соглашения. – Статут, 2008.
6. Кондрашев К. Срок договора подряда как существенное условие: новые тенденции в судебной практике //Трудовое право. – 2015. – №. 7. – С. 45.
7. Ибратова Ф. Б., Ибрагимов Я. ПРАВОВЫЕ ВОПРОСЫ УЧАСТИЯ ПРОКУРОРА В ЭКОНОМИЧЕСКОМ ПРОЦЕССЕ: СРАВНИТЕЛЬНЫЙ АНАЛИЗ С ЗАКОНОДАТЕЛЬСТВОМ РЕСПУБЛИКИ УЗБЕКИСТАН И РОССИЙСКОЙ ФЕДЕРАЦИИ //International journal of professional science. – 2023. – №. 4. – С. 11-18.
8. Гогин А. А., Федорова А. Н. Договор подряда: историко-правовые периоды становления, развития и современного состояния //Основы экономики, управления и права. – 2021. – №. 2 (27). – С. 38-44.
9. ИБРАТОВА Ф., КАДЫРБАЕВ С. ДОЛГИ ЗА ЖИЛИЩНО-КОММУНАЛЬНЫЕ УСЛУГИ ПОСЛЕ ПЕРЕХОДА ПРАВА СОБСТВЕННОСТИ НА НЕДВИЖИМОЕ ИМУЩЕСТВО (КВАРТИРУ), НА ПРИМЕРЕ ЗАКОНОДАТЕЛЬСТВА РЕСПУБЛИКИ УЗБЕКИСТАН //INTERNATIONAL JOURNAL. – 2024. – Т. 2. – №. 11-1. – С. 76-80.
10. Стативa Е. Б. Строительно-техническая экспертиза в судебных спорах хозяйствующих субъектов //ФБУ РФЦСЭ при Министерстве Юстиции РФ. – 2017. – С. 185.
11. Воронов И. А. Договор возмездного оказания услуг и договор подряда //Вестник магистратуры. – 2014. – №. 6-2 (33). – С. 45-49.
12. Курилов В. И., Пряженников М. О. Договор подряда и трудовой договор: достоинства и риски для сторон договоров //Пробелы в российском законодательстве. Юридический журнал. – 2012. – №. 6. – С. 221-226.

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13. Чернякова С. А. Обеспечение исполнения договорных обязательств по договору подряда для государственных нужд //Сервис в России и за рубежом. – 2014. – №. 9 (56). – С. 195-206.

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