

Termination of an Employment Contract According to Circumstances That do not Depend on the Wishes of the Parties

Charos Urazova

Judges Higher School listener.

Annotation: this scientific article also details the advantages of the employment contract and the importance of the employment contract between the employee and the employer.

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As you know, in labor law, termination of an employment contract is understood as the termination of a relationship between an employee and an employer regarding individual labor on the established grounds.

Due to the termination of the employment contract, the legal relationship of labor between the employee and the employer is terminated.

If the grounds for termination of a consolidated employment contract are incorrectly applied in labor law, or if there is a violation of the law following the termination of an employment contract, deviating from the established grounds, the issue of liability of guilty persons is considered.

The basics of termination of an employment contract can be classified as follows:

1. Grounds for termination of an employment contract at the initiative of one of the parties;
2. Grounds for termination of an employment contract in cases where it is not at the discretion of the parties;

The basis for the termination of an employment contract are phenomena of the quality of a legal fact established by law, established and regulated by legal norms. For example, if we take the termination of an employment contract due to the expiration of its term, then the legal phenomenon that brought the legal fact to the surface is the expiration of the term of the contract. It is also possible that in labor law, an employment contract is void even in cases where it does not directly depend on the wishes of the parties. For example, if the sentence of a court that sentenced an employee enters into legal force, then this sentence, as a legal fact, becomes the basis for terminating an employment contract with an employee.

The grounds for termination of the employment contract at the expense of legal facts arising in cases that do not depend on the will of the parties are strictly defined in Article 168 of the Labor Code of the Republic of Uzbekistan. In particular, the employment contract is terminated in cases where it does not depend on the wishes of the parties on the following grounds:

conscription of an employee into military or alternative service;
the fact that the employee who had previously performed this work was restored to the previous work;

in which sentence the employee was sentenced to a sentence that excludes the possibility of continuing his previous work with the court, the fact that the same court sentence entered into legal

force, as well as, according to the court's decision, the employee was sent to a specialized treatment and preventive institution;

violation of the established rules for hiring, if it is not possible to eliminate the allowed violation and it prevents the continuation of work;

there have been cases in accordance with the legislation that make it mandatory to continue Labor Relations (the fact that the employee is recognized as completely incapacitated for labor activity in accordance with the established medical conclusion, as well as the right to use state secrets, deprivation of a permit or license to perform a particular work if the work being performed requires the right to;

the fact that the court decision to terminate the organization or terminate the activities of an individual entrepreneur who is an employer has entered into legal force;

whether the court decision to restore the employee to work was canceled or the decision of the state Labor Inspectorate of the Ministry of employment and Labor Relations of the Republic of Uzbekistan was canceled (recognized as illegal);

whether the employee died, as well as whether the employee was recognized by the court as missing or declared deceased;

A member of the Ohio House of Representatives, who also served on a permanent basis in the Ohio House of Representatives, returned to his previous position (job) on the occasion of the expiration of his term of office or the dissolution of the Ohio House of Representatives and Senate;

in other cases provided for by law.

At this point, it is worth noting that the termination of the employment contract should be justified and legal in the case when relying on established norms. To legally terminate an employment contract, it is required that all three of the following cases coexist:

first, the presence in the law of the basis for the termination of the employment contract;

secondly, the observance of the procedure for termination of the employment contract with this basis;

thirdly, the presence of a legal fact that terminates an employment contract.

The peculiarity of the basics of termination of an employment contract is that the presence of legal facts established by other regulatory legal acts for termination of an employment contract concluded with an employee is taken into account.

When terminating an employment contract using the grounds provided for by Article 168 of the Labor Code of the Republic of Uzbekistan, it is required to prove the fact that the circumstances indicated in it have arisen in reality, since there is a need to apply the legislative norm in another area of law. The termination of the employment contract using these grounds practically loses the opportunity for the employee to continue the employment relationship. On the grounds cited in this article, the parties will not have, that is, the initiative to terminate Labor Relations in the employer and employee.

But, the presence of circumstances that arise in a state that does not depend on the wishes of the parties, that is, the call of an employee to military service by third parties, the restoration of a third party to work, and the existence of such a third-party desire or any external situation, causes the termination of the employment contract even without the Therefore, the fact that the grounds given in Article 168 are circumstances that do not depend on the will of the parties is cited in the current labor code. So, circumstances that do not depend on the will of the parties are those that exclude the desire of the

employee and the employer to terminate the employment contract and presuppose the existence of a certain legal fact.

Now it is natural that another issue arises, in which order the termination of the employment contract on non-voluntary grounds of the parties differs from other grounds for the termination of the employment contract. In this case, the specific signs of termination of the employment contract in the absence of the discretion of the parties are the following: first, the absence of dependence on the initiative of the parties;

secondly, it is associated with other areas of legislation, the norms are applied in a coordinated manner, that is, to apply Article 168 of the Labor Code of the Republic of Uzbekistan, it is necessary to refer to other legislation and regulatory legal acts;

thirdly, the termination of Labor Relations will not depend on the behavior of both the employee and the employer. In this case, the employee can only be able to continue labor relations within the framework of the law.

According to some scholars, the termination of an employment contract in cases where it does not depend on the wishes of the parties is the termination of an employment contract at the initiative of third parties or, as a third party, a state body. For example, the state participates through its authorized bodies: the military commissariat, the Labor Inspectorate or the court.

But, it is not always at the initiative of third parties to terminate an employment contract on grounds independent of the wishes of the parties, but the fact that the employee dies and the presence of a certificate confirming his death is the basis for the termination of the employment contract with him, the presence of a legal fact on which Therefore, the presence of a corresponding document (act) confirming the reasons that preclude the right to terminate the employment contract in cases where it does not depend on the wishes of the parties is sufficient. It follows from this that it is not the actual existence of cases that do not depend on the will of the parties, the presence of documents confirming the existence of these cases in the employer will be the basis for the termination of the employment contract concluded with the employee.

At the same time, the practice of applying legislation in the termination of the employment contract in cases that do not depend on the wishes of the parties is strengthened by the decision of the plenum of the Supreme Court of the Republic of Uzbekistan No. 26 of November 20, 2023. The resolution noted that an employment contract can be terminated both on grounds independent of the wishes of the parties, that is, without the desire of the parties to the contract to terminate it, due to the intervention of a public body or other circumstances of an objective nature.

In conclusion, the correct application of the norms of labor law in the termination of an employment contract according to circumstances that do not depend on the will of the parties is important in protecting the rights and interests of citizens through the provision of the rights of employees.

Used literature:

1. Decision of the plenum of the Supreme Court of the Republic of Uzbekistan, No. 26 of 20.11.2023
2. Labor Code of the Republic of Uzbekistan
3. Resolution of the president of the Republic of Uzbekistan, PD-4076 dated 25.12.2018

References:

1. Ўзбекистон Республикасининг Меҳнат кодекси . 2022 й., Т – “Адолат”.
2. Ўзбекистон Республикасининг Меҳнат кодексига шарҳ. 2018, Т – “Адолат”.
3. Долова А.З. Юридические факты в трудовом праве. Дисс. док. юр. наук. - М., 2009. – С. 108.
4. Фильчакова С.Ю. Прекращение трудового договора по обстоятельствам, не зависящим от воли сторон. Дисс. канд. юр. наук. - М., 2003. – С. 12.
5. Гасанов М.Ю. Трудовое право Республики Узбекистан. Общая часть. – Т.: Изд. «ЛЕССОН ПРЕСС», 2016. – С. 21.
5. Ўзбекистон Республикаси Олий суди Пленуми қарори. 20.11.2023й. 26-сон. “Одил судлов” журнали. 2024 й., 1-сон