Uzbekistan Civil Code

Article 383. Change and Dissolution of Contract in Connection with Material Change of Circumstances

A material change of circumstances from which the parties proceeded when concluding a contract shall be a grounds for the change or dissolution thereof unless provided otherwise by the contract or it follows from the essence thereof.

A change of circumstances shall be deemed to be material when they have changed such that if the parties could reasonably foresee this, the contract would not have been concluded at all by them or it would have been concluded on significantly differing conditions.

If the parties have not reached agreement concerning the bringing of the contract into conformity with the materially changed circumstances or the dissolution thereof, the contract may be dissolved, and on the grounds provide for by paragraph five of the present Article, changed by a court at the demand of the interested party when the following conditions simultaneously exist:

(1) at the moment of concluding the contract the parties proceeded from the fact that such a change of circumstances would not occur;

(2) the change of circumstances has been caused by reasons which the interested party could not overcome after they arose with that degree of good faith and attentiveness which are required of him by the character of the contract and the conditions of turnover;

(3) the performance of the contract without a change of its conditions would so violate correlation of property interests of the parties which correspond to the contract and entail for the interested party such damage that it would be deprived to a significant degree of that which it had the right to count on when concluding the contract;

(4) it does not follow from the customs of business turnover or the essence of the contract that the risk of the change of circumstances is borne by the interested party.

In the event of the dissolution of a contract as a consequence of materially changed circumstances the court at the demand of any of the parties shall determine the consequences of the dissolution of the contract by proceeding from the need for a just distribution between the parties of the expenses incurred by them in connection with the performance of this contract.

The change of a contract in connection with a material change of circumstances shall be permitted by decision of a court in exceptional instances when dissolution of the contract is contrary to social interest or entails damage for the parties which significantly exceeds the costs needed to perform the contract on the conditions changed by the court.

Article 384. Procedure for Change of and Dissolution of Contract.
An agreement concerning a change of or dissolution of a contract shall be concluded in the same form as the contract unless it follows otherwise from legislation, the contract, or the customs of business turnover.

A demand concerning a change of or dissolution of a contract may be made by a party in court only after receipt of a refusal of the other party to the proposal to change or dissolve the contract or of not receiving a reply within the period specified in the proposal or established by law or by contract, and in the absence thereof, within a thirty-day period.

**Article 385. Consequences of Dissolution of and Change of Contract**

In the event of the change of a contract, the obligations of the parties shall be preserved in the changed form.

In the event of the dissolution of the contract the obligations of the parties shall terminate.

In the event of the change of or the dissolution of a contract, the obligations shall be considered to be changed or terminated from the moment of the conclusion of an agreement of the parties concerning the change of or dissolution of the contract unless it follows otherwise from the agreement or the character of the change of the contract, and in the event of the change of or the dissolution of a contract in a judicial procedure, from the moment of the entry into legal force of the decision of the court on the change of or the dissolution of the contract.

The parties shall not have the right to demand the return of that which was performed by them under the obligation before the moment of change or dissolution of the contract, unless established otherwise by a law or by agreement of the parties.

If a material violation of the contract by one of the parties has served as the grounds for change of or the dissolution of a contract, the other party shall have the right to demand compensation of losses caused by the change of or the dissolution of the contract.

**Referring Principles:**

- VIII.1 - Definition
- VIII.2 - Legal consequences