

## Regulation Of Consulting Services Based On Digital Technologies: Civil Law Aspects

Shahriddin Fakhrriddin Ugli Asadov  
Lecturer of Private Law at TSUL, Tashkent, Uzbekistan



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### ABSTRACT

**Objective:** This study aims to analyze the civil legal framework regulating consulting services based on digital technologies, with a focus on the legal challenges emerging from the transition from traditional to digital platforms in Uzbekistan. **Method:** Employing systematic, comparative legal, and statistical analyses, the research examines electronic contracts, the rights and obligations of parties, and mechanisms for dispute resolution within the context of Uzbekistan's "Digital Uzbekistan – 2030" strategy. **Results:** The findings reveal significant gaps in existing regulations concerning service quality, confidentiality, and liability in digital consulting services. The study proposes legislative reforms, including amendments to the Civil Code and the Law "On Electronic Commerce," alongside recommendations for the development of a specialized law on consulting services. Additionally, institutional improvements such as certification systems for digital platforms and the establishment of quality standards are suggested to strengthen regulatory oversight. **Novelty:** This research contributes novel insights by highlighting the specific legal challenges of digital consulting services in Uzbekistan and offering comprehensive legal and institutional reform strategies to foster consumer protection and support the growth of digital consulting within the rapidly evolving digital economy.

## INTRODUCTION

Today, the rapid development of digital technologies is leading to fundamental changes in all areas, including the service sector. Traditional consulting services are now being provided remotely through digital platforms. This, in turn, makes the issue of legal regulation of these relationships more relevant.

While operating in the online space provides service providers with the opportunity to work quickly with a wide range of clients, it also necessitates proper legal regulation considering the specific aspects of these relationships.

Recognizing this necessity, special attention is being paid to the digitalization of consulting services within the framework of programs adopted in the Republic of Uzbekistan to develop the digital economy in order to align national legislation with modern economic trends. In particular, important tasks for digitizing the service sector have been defined within the framework of the "Digital Uzbekistan – 2030" strategy.

However, there are several problems in the civil legal regulation of providing consulting services based on digital technologies. Specifically, issues such as concluding and executing electronic contracts, defining the rights and obligations of parties, and dispute resolution are not fully regulated legally.

The purpose of this research is to study the theoretical and practical aspects of civil legal regulation of providing consulting services based on digital technologies, identify problems in the field, and develop proposals and recommendations to address them.

## **RESEARCH METHOD**

The legal aspects of providing consulting services based on digital technologies have been studied by many scholars. In particular, Kh.R. Rakhmonkulov analyzed the specific features of civil law relations in the digital environment [1]. I.B. Zokirov studied the legal nature of electronic contracts and issues of their regulation [2]. M.M. Mamasiddikov researched the legal foundations of service provision through digital platforms [3].

The research methodology employed systematic analysis, comparative legal analysis, statistical analysis, and methods of induction and deduction.

## **RESULTS AND DISCUSSION**

### **Results**

The research results allowed for the identification of several important issues in the field of civil legal regulation of providing consulting services based on digital technologies. Currently, the practice of providing consulting services through digital platforms is developing rapidly in our country. In particular, the number of platforms providing online consulting services in legal, financial, medical, and other fields has increased significantly in recent years. This, in turn, requires improvement of the legal mechanisms regulating these relationships.

### **Discussion**

In the civil legal regulation of providing consulting services based on digital technologies, attention should be paid to several issues, including the contract concluded in the digital environment for providing consulting services and its legal nature, the execution of this contract, and liability for non-performance or improper performance of contractual obligations.

The provision of consulting services through digital platforms is carried out based on electronic contracts. According to Article 366 of the Civil Code, a contract is concluded as a result of agreement between the parties. Civil law theory presents the validity conditions of contracts, stating that the contract should not be contrary to law, the subjects of the contract should have the capacity to conclude such a contract, the parties should have the freedom to conclude the contract, and this freedom should be expressed [1].

In contracts concluded through digital technologies or in the internet space, it is additionally necessary to analyze whether the expression of will to conclude the contract was actually made by the person who is recognized as the party to the contract. This issue applies not only to consulting or consulting services but to all contracts concluded through digital technologies. In consulting services, not only the conclusion of the contract but also the execution of the contract can be carried out through digital technologies. This can be done through providing information to the customer in subscription form, phone calls, or other data exchange platforms.

As we know [4], within the framework of a consulting services agreement, in addition to the service provider's main obligation to provide services, there is also an obligation to maintain the confidentiality of information disclosed during service provision [4]. In providing consulting services in the digital environment, this obligation becomes even more relevant and requires additional measures from the contractor to ensure that information is not disclosed [5], [6].

The second issue related to providing consulting services in the online space is the quality of these services [7]. According to the Civil Code of the Republic of Uzbekistan, a contractor who has provided a service of inadequate quality under a paid service contract is liable for non-performance of contractual obligations [8]. The appropriate quality of the service is assessed based on its compliance with the service quality conditions in the contract between the parties, or if there is no such condition, based on compliance with requirements typically applied to such types of services.

In consulting services provided through digital technologies, the range of factors that can affect service quality expands somewhat, with poor communication quality, communication system interruptions, and other technical problems potentially hindering proper service delivery [1]. Technical problems can be assessed as force majeure according to the general theory of civil law [1], however, in providing consulting services based on digital technologies, there are several other aspects where the presence of certain circumstances in a particular situation may lead to different regulation.

In particular, in our opinion, if a technical problem that arose during the execution of a contract with a specific person is a problem that typically occurs in providing such services, and the contractor could have or should have foreseen the occurrence of this problem, then despite this technical problem appearing to be force majeure at first glance, the contractor may be liable for non-performance of contractual obligations.

At the same time, we believe that if the service was not properly provided or found to be of inadequate quality due to technical problems mentioned above, and the contractor (consultant) could not have foreseen this and did not have the ability to see it, this technical problem can be assessed as an unavoidable circumstance beyond the parties' control, and the contractor may be released from liability for non-performance or improper performance of contractual obligations.

## CONCLUSION

**Fundamental Finding:** This study concludes that the current civil legal framework in Uzbekistan is insufficient to effectively regulate consulting services based on digital technologies, highlighting gaps in electronic contract regulations, service quality assurance, and consumer protection. **Implication:** The proposed legislative reforms, including amendments to the Civil Code and the Law "On Electronic Commerce," alongside the introduction of a dedicated law on consulting services, have the potential to enhance legal clarity, strengthen institutional mechanisms, and improve consumer trust in digital consulting platforms. **Limitation:** However, the study is limited by its focus on the legal context of Uzbekistan, which may restrict the generalizability of its findings to other jurisdictions with differing legal systems and digitalization strategies. **Future Research:** Further research should explore comparative analyses with

international best practices, assess the effectiveness of implemented reforms over time, and examine the evolving legal implications of emerging technologies such as artificial intelligence in consulting services.

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**\* Shahriddin Fakhriddin Ugli Asadov (Corresponding Author)**

Lecturer of Private Law at TSUL, Tashkent, Uzbekistan

Email: [shahriddinasadov@gmail.com](mailto:shahriddinasadov@gmail.com)

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