



Academia Review-A Multidisciplinary Online Journal

ISSN (Online): 3070-6726

Website: <https://academia.org>

Volume 2, Issue 4, April, 2026



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Debt collection under a loan agreement: substantive grounds, procedural forms and current development trends

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Abstract

This article comprehensively examines the substantive and procedural issues of debt collection under a loan agreement. It explains the legal nature of a loan agreement and analyzes the debt structure, including the principal debt, contractual interest, late payment interest, penalties, and related creditor expenses. It concludes that modern regulation of debt collection under loan agreements is evolving toward strengthening the principles of legal certainty, proportionality, good faith, and procedural detail.

Keywords: Loan agreement, debt collection, principal debt, interest, penalties, statute of limitations, early loan collection, collateral, mortgage.

The issue of debt collection under loan agreements occupies a central place in modern civil law and judicial practice. This is explained not only by the widespread use of credit obligations in economic transactions, but also by the fact that it is in credit relations that two principles of private law most clearly clash. On the one hand, the principle of contractual obligation applies, embodied in the need for proper and timely fulfillment of obligations assumed. On the other hand, the legal system cannot ignore the requirements of fairness, good faith, and proportionality, especially when forced debt collection could affect the debtor's property, business activities, family stability, and the interests of other related parties.



In legal literature, a loan agreement is traditionally viewed as a type of monetary obligation, in which a bank or other credit institution provides funds to a borrower under certain conditions, and the borrower undertakes to repay the loan amount and pay interest¹. However, this classic definition reflects only the basic model of an obligation and does not fully address the complexity of disputes arising during its breach. In reality, debt collection under a loan agreement represents a distinct set of legal issues related to establishing the validity of the agreement, determining the amount of the debt, delineating the principal debt and liability measures, assessing the admissibility of early collection, foreclosure on collateral, verifying the statute of limitations, and the specifics of enforcing a court order.

The relevance of this topic is further enhanced by the current transformation of legislation and practice. In recent years, the regulation of credit disputes has become more detailed. Legislators are seeking to eliminate situations in which debt grows uncontrollably after a court decision, as well as limit cases of excessive acceleration of credit obligations and disproportionate foreclosure on collateral². Thus, modern legal development is not moving towards the unconditional strengthening of the creditor, but towards the formation of a more balanced model in which the effectiveness of collection is combined with the protection of the debtor from excessive and procedurally defective interference.

The purpose of this article is to comprehensively examine the substantive and procedural foundations of debt collection under loan agreements, as well as to formulate conclusions regarding current development trends in this area. To achieve this goal, several objectives must be addressed: elucidate the legal nature of a loan agreement as the basis for the emergence of a monetary obligation; analyze the structure of loan debt; determine the legal prerequisites for the creditor's right to collection; explore procedural forms of protection; consider the specifics of collection in the presence of collateral; identify key practical issues and propose potential areas for improving legislation and law enforcement.

1 Кисляков М. А., Фирсова Н. В. Кредитный договор: понятие и особенности заключения //Международный журнал гуманитарных и естественных наук. – 2021. – №. 5-4. – С. 30-32.

2 Угольников Д. В. Кредитный договор: понятие, правовое регулирование //Международный журнал гуманитарных и естественных наук. – 2022. – №. 11-3. – С. 219-221.



The article's methodological framework is based on formal legal, systemic, comparative-functional, and problem-analytical methods. These methods allow us to examine debt collection not as an isolated judicial episode, but as a sequential legal process, including the stages of concluding a loan agreement, its execution, the breach of an obligation, the selection of a defense, and the enforcement of a judicial or extrajudicial decision. This approach demonstrates that errors made in the early stages of a credit relationship often lead to procedural difficulties and partial denials of claims at later stages.

The legal nature of a loan agreement and its importance for debt collection. A loan agreement, as an independent type of civil obligation, is fundamental to the entire debt collection framework. The legal nature of a loan agreement dictates that the subject of protection is not the bank's abstract right to funds, but a specific monetary claim arising from a valid, duly executed obligation. Therefore, any dispute over debt collection begins not with the calculation of the debt, but with the question of the existence of a legally valid credit relationship³.

A distinctive feature of a loan agreement is its consensual and obligatory nature. The bank undertakes to provide funds in the amount and under the terms stipulated by the agreement, and the borrower undertakes to repay the amount received and pay interest. Unlike the common understanding of a loan, in a legal sense, a loan obligation is not limited to the transfer of funds. It includes agreed-upon purposes, terms, payment procedures, interest rate adjustments, early repayment rules, collateral, consequences of default, and other essential terms, which collectively define the limits of future collection.

The written form of a loan agreement is of paramount importance. For this category of disputes, a written agreement serves not only as evidence but also as a prerequisite for the legal validity of the obligation. The absence of proper contractual form or the ambiguity of material terms can cast doubt on the very basis for collection⁴. In this regard, the question of whether a creditor can base

3 Babakulovna I. F., Bahodirovna A. K. Ibratova FB, Abdullaeva Kh. B. Third parties in economic proceedings: theory and practice //Editorial team. – 2016. – №. 12. – С. 7-11.

4 Ковалева О. А. Кредитный договор с ипотечным обеспечением, его место и роль в регулировании обязательственных отношений : дис. – Волгоградская академия МВД РФ, 2007.



collection solely on statements, internal certificates, or printouts from the banking system is of particular importance in judicial practice. It appears that such documents can confirm the fulfillment or breach of an existing obligation, but cannot replace the source of the right to claim.

For collection purposes, credit documentation is particularly important. In practice, it is the credit file that allows us to trace the history of the obligation: the moment the agreement was concluded, the actual issuance of the loan, the payment schedule, subsequent changes to the terms, information about late payments, borrower notifications, the presence of collateral, the fact of claims against the guarantor, and other circumstances⁵. The better the loan documentation, the greater the degree of legal certainty and the lower the risk of a dispute regarding the content of the obligation. Conversely, gaps in the documents often give rise to procedural problems: the inability to establish a precise deadline for performance, disputes over the amount of the debt, and difficulties in distinguishing between contractual interest and penalties.

The legal nature of a loan agreement also matters for distinguishing between regular and early collection. As long as the loan obligation is progressing according to schedule, the creditor has the right to demand payment only of the portion of the debt that has become due⁶. Only in the presence of specific grounds arising from law or agreement can the right to early collection of the entire remaining loan amount arise. Therefore, the mere existence of a loan agreement does not necessarily guarantee the creditor's unconditional right to a one-time collection of the entire outstanding debt.

Finally, the loan agreement sets the limits of acceptable behavior for the parties even after a default occurs. It is from its content that the court derives answers to questions about the notification procedure, the possibility of restructuring, the existence of a grace period, methods for determining interest, and the permissibility of using security mechanisms. Where the contractual structure is initially incomplete or contradictory, the recovery dispute inevitably

5 Макаров И. А., Фирсова Н. В. Особенности правового регулирования кредитного договора //Тенденции развития науки и образования. – 2020. – №. 62-15. – С. 96-100.

6 Ibratova F. B., Erezhepov B. I., Ortikov S. S. ECONOMY, ORGANIZATION AND MANAGEMENT OF ENTERPRISES, INDUSTRIES, COMPLEXES //Editorial team.–2019. – 2019. – Т. 1. – С. 13-19.



becomes more complex. Therefore, high-quality contractual drafting is not a formal stage before a dispute, but the foundation of all subsequent legal protection⁷.

Thus, the loan agreement sets the initial limits and form of future collection. It determines the source of the obligation, the structure of the right of claim, the interest calculation regime, the permissible liability measures, and the grounds for resorting to security mechanisms. The quality of the contractual structure determines not only the prospects of the claim being satisfied, but also the stability of the entire subsequent enforcement process.

The structure of a loan debt: principal, interest, penalties, and other payments. One of the most challenging issues in debt collection cases under a loan agreement is the correct definition of the debt structure. In practice, creditors often present the debt as a single total amount, without always disclosing the elements it comprises and the basis for each. However, from a legal perspective, a loan debt is never homogeneous⁸. It consists of several independent components, each of which has its own legal nature, basis for occurrence and limits of collection.

The core of a loan debt is the principal debt. This is defined as the outstanding amount of the loan provided to the borrower and subject to repayment in accordance with the terms of the agreement. The principal debt expresses the very essence of the monetary obligation, as it reflects the borrower's obligation to repay the funds received. When collecting the principal debt, the court must establish not only the fact of the agreement being concluded, but also the actual disbursement of funds, the amount of the loan actually provided, the payments made by the borrower, and the remaining outstanding amount⁹.

A separate element of debt is contractual interest. Legally, interest under a loan agreement represents payment for the legitimate use of the lender's funds. It should not be confused with liability measures. As long as the borrower uses the

7 Ибрагимова К. М. С., Балиев И. В. Кредитный договор //Евразийское Научное Объединение. – 2021. – №. 6-3. – С. 231-232.

8 Потапова Л. В. Кредитный договор: проблемы правоприменения //АКТУАЛЬНЫЕ ПРОБЛЕМЫ РАЗВИТИЯ ГРАЖДАНСКОГО ПРАВА И ГРАЖДАНСКОГО ПРОЦЕССА НА СОВРЕМЕННОМ ЭТАПЕ. – 2016. – С. 304-308.

9 Енькова М. А. Кредитный договор: актуальные проблемы в сфере предпринимательской деятельности //Научные открытия 2018. – 2018. – С. 237-238.



loan within the agreed-upon period and fulfills the obligation in the prescribed manner, interest is considered a consideration. Consequently, contractual interest is part of the equivalent exchange between the parties, not a penalty.

Interest for late payment of a monetary obligation has a different legal nature. It arises not from the use of a loan itself, but as a consequence of the unlawful withholding of funds after the due date. Accordingly, interest for late payment serves a compensatory and incentive function, reflecting the negative consequences of a breach of an obligation¹⁰. Their collection requires establishing the fact of delay, the period of violation and the appropriate method of calculation.

Another category is the penalty. In credit disputes, it may be stipulated by the contract as a penalty or fine for late payment. Unlike interest on a loan, a penalty is a classic civil liability measure. The court is not mechanically bound by the amount of the contractual penalty and has the right to assess its proportionality to the consequences of the violation¹¹. This circumstance is especially important in credit relationships, where penalties sometimes become a means not of ensuring performance, but of placing undue financial pressure on the borrower.

In addition to the above-mentioned elements, other payments may be included in the debt: commissions, insurance costs, notification costs, costs of securing the performance of the obligation, and amounts paid by the creditor to third parties in connection with the contract. However, including such amounts in the collection claim is only permissible if there is a clear legal basis. Not every expense incurred by the creditor is automatically shifted to the debtor. Judicial practice rightly assumes that the borrower's obligation to reimburse additional expenses must directly arise from the contract or law and be supported by evidence.

The issue of debt structure has not only theoretical but also practical significance. If the creditor does not separate the principal debt, contractual

10 Иванова Н. Н. ДОГОВОР ЗАЙМА И КРЕДИТНЫЙ ДОГОВОР, ИХ ОТЛИЧИЕ //Актуальные проблемы правовых, экономических и гуманитарных наук. – 2022. – С. 94-95.

11 Земляков Ю. Д., Кулакова Ю. В., Лобковская О. З. Кредитный договор: проблема определения существенных условий //Вестник Международной академии системных исследований. Информатика, экология, экономика. – 2018. – Т. 20. – №. 2. – С. 10-15.



interest, penalties, and other accruals, the debtor is deprived of a real opportunity to challenge individual parts of the claim. In such a situation, the court also finds it difficult to verify the legality of the calculation¹². For this reason, the modern standard for a proper claim in a credit case should involve the most detailed and transparent calculation possible, in which each element of the debt is identified separately, provided with an accrual period and an indication of the legal basis.

The issue of the limits on debt accrual after a court decision deserves special attention. Modern legal regulation is moving toward limiting post-trial debt increases. This means that after the court establishes the amount of the claim to be collected, the debt should be defined, and the enforcement stage should not degenerate into an uncontrolled escalation of interest and penalties. This approach enhances legal certainty and makes judicial protection fairer for both the creditor and the debtor¹³.

Consequently, credit debt represents a complex legal construct, in which each element requires independent qualification. Judicial collection is permissible only when the creditor has disclosed and proven the debt structure element by element, and the court has verified the validity of each component separately.

Grounds for the right to collect debt. The creditor's right to collect debt under a loan agreement does not arise automatically upon the conclusion of the agreement or by virtue of the disbursement of funds. Prior to a breach of an obligation, the creditor only has the right to expect proper performance. Therefore, the key legal basis for collection is the borrower's violation of a specific obligation: to repay the principal amount of the loan, pay interest, make a regular payment, provide security, or fulfill other obligations if the contract or law links the possibility of filing a claim to their violation¹⁴.

12 Babakulovna I. F. et al. Legal Issues Representation in Court on Economic Cases //American Journal of Pedagogical and Educational Research. – 2024. – Т. 22. – С. 50-54.

13 Чебоньян Т. Г. Кредитный договор: анализ судебно-арбитражной практики толкования и применения отдельных норм гражданского законодательства //Гуманитарные, социально-экономические и общественные науки. – 2013. – №. 7-1. – С. 223-225.

14 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.



In a classic situation, the right to collect the overdue amount arises upon the maturity date. If the agreement provides for phased repayment of the loan, each payment obligation is relatively independent. This means that the creditor has the right to demand not the entire loan amount, but only the portion of the debt that has already fallen due. This approach is consistent with the very nature of a payment plan, since the payment schedule cannot be ignored without special grounds.

The legal maturity of the claim is particularly important in the context of early collection. Current legislative trends are toward treating early collection of the entire remaining loan amount as an exceptional measure requiring specific conditions. The mere fact of a late payment is not sufficient¹⁵. It is necessary to establish that the violation has become persistent or that the contract and law actually permit the concentration of the entire loan balance in a single claim. This approach prevents abuse by the creditor and maintains a balance of interests in long-term credit relationships.

The issue of the statute of limitations is closely linked to the emergence of the right to collect. In monetary obligations, it serves the function of legal stability and disciplines the creditor. If the performance deadline is specified, the statute of limitations begins to run upon the expiration of the performance deadline. In the case of an installment obligation, this means that the period can be calculated separately for each payment¹⁶. Consequently, a creditor has no right to indefinitely delay filing a lawsuit, hoping to later recover the entire set of old payments as a single debt. This position is especially important in banking practice, where prolonged non-intervention in the fate of a problem loan is sometimes mistakenly perceived as a neutral expectation, although in fact it may lead to the loss of some claims.

It's important to distinguish between the statute of limitations and pre-trial proceedings. Sending a claim, notice of default, demand for debt repayment, or

15 ЧЕРНЫЙ А. В., МАКАРОВ П. А. КРЕДИТНЫЙ ДОГОВОР: ПРОБЛЕМЫ ПРАВОПРИМЕНИТЕЛЬНОЙ ПРАКТИКИ. – Наука и Просвещение (ИП Гуляев ГЮ) КОНФЕРЕНЦИЯ: ЮРИДИЧЕСКИЕ НАУКИ: АКТУАЛЬНЫЕ ВОПРОСЫ ТЕОРИИ И ПРАКТИКИ Пенза, 15 ноября 2024 года Организаторы: Наука и Просвещение (ИП Гуляев ГЮ).

16 Ibratova F. Terms in Civil Law and Their Application in Legal Protection of Citizens in the Republic of Uzbekistan //Teise Vilnius University Press Scholarly Journal. – 2009. – Т. 71. – С. 182-194.



restructuring proposal to the borrower does not, in itself, replace judicial protection or suspend the running of the statute of limitations unless there are special grounds for doing so. Therefore, a creditor who chooses lengthy pre-trial correspondence instead of promptly filing a lawsuit risks worsening their own position. At the same time, diligent pre-trial work is important as an element of proving compliance with the procedure and assessing the parties' conduct¹⁷.

In consumer lending, grounds for foreclosure are assessed even more strictly. Since the consumer is the weaker party, clarity of the loan schedule, complete disclosure of loan terms, predictability of the financial burden, and the inadmissibility of hidden charges are particularly important. If the lender has allowed significant opacity in the terms or has actually hindered the borrower's ability to properly fulfill the loan, this must be taken into account when assessing the validity of subsequent foreclosure.

Следовательно, право кредитора на взыскание задолженности возникает лишь при наличии совокупности юридических условий: существования действительного обязательства, наступления срока исполнения либо особого основания для досрочного требования, наличия просрочки, соблюдения применимых процедур и отсутствия процессуальных препятствий. Такой подход исключает механическое понимание взыскания как автоматической реакции на любой сбой в платежах и подчеркивает, что принудительная защита допускается лишь в рамках юридически созревшего требования.

Procedural forms of debt collection under a loan agreement. Debt collection under a loan agreement is not carried out in a single, universal form. The law provides the creditor with several procedural mechanisms, the choice between which depends on the nature of the claim, the degree of its contentiousness, the amount of evidence, and the presence or absence of objections from the debtor. These mechanisms include uncontested collection based on a notary's writ of execution, order proceedings, and litigation.

17 Ibratova F. B. et al. Legal Issues of Observation–Bankruptcy Procedures Applicable by the Economic Court of Uzbekistan //Journal of Advanced Research in Law and Economics. – 2019. – Т. 10. – №. 1 (39). – С. 187-194.



A notary's writ of execution is traditionally viewed as a form of extrajudicial collection for documented and undisputed claims. Its importance lies in its efficiency: the creditor receives the writ of execution without a full-fledged court hearing. However, the effectiveness of this mechanism is predicated on the undisputed nature of the claim. If there is a serious dispute between the parties regarding the amount of the debt, the composition of the debt, the validity of the contract, the term of performance, the interest calculation procedure, or the validity of an early claim, the undisputed form becomes inadequate to the nature of the conflict¹⁸.

Order proceedings occupy a middle ground between notarial and litigation procedures. They allow the court to issue a court order without a full court hearing for claims that are supported by documents and do not involve a complex dispute over rights. In the credit sector, this procedure is especially useful when the debt is documented or the debt calculation is clear and does not raise serious objections¹⁹. However, the sustainability of a court order directly depends on the debtor's behavior: if there are valid objections, the dispute must be resolved through litigation.

Claim proceedings remain the primary, universal defense in most credit disputes. They allow for a comprehensive examination of evidence, hearing the parties' submissions, ordering an expert opinion, verifying the legality of accruals, assessing the proportionality of penalties, considering early recovery, and deciding the fate of collateral²⁰. The claim procedure is indispensable in cases where the dispute concerns not only the arithmetic of the debt but also the legal qualifications of the legal relationship.

The choice of procedural form also influences the standard of proof. The more simplified the procedure the creditor uses, the higher the requirements for the formal evidentiary nature of the debt. Conversely, the more complex and intensive the intervention, for example, early collection of the entire loan balance

18 Ибратова Ф. Б. и др. СРАВНИТЕЛЬНЫЙ АНАЛИЗ НЕКОТОРЫХ МЕР ПРОЦЕССУАЛЬНОГО ПРИНУЖДЕНИЯ В СФЕРЕ ГРАЖДАНСКО-ПРОЦЕССУАЛЬНОГО ПРАВА //International journal of professional science. – 2022. – №. 10-2. – С. 5-16.

19 Симоненко Е. В. Кредитный договор: о чем молчат банки? //Экономика в школе. – 2007. – №. 4. – С. 77-90.

20 Баишев Р. Ж. Кредитный договор в странах ЕАЭС (сравнительно-правовой анализ) //Государство и право. – 2020. – №. 11. – С. 30-39.



or foreclosure on mortgaged property, the more extensive the judicial investigation must be. This relationship is fundamental to maintaining a balance of interests. Particularly severe consequences for the debtor should not be allowed to arise in a maximally simplified and formal procedure without sufficient verification of all the circumstances.

To properly file a claim, a creditor must correctly formulate the subject and basis of the claim. The statement of claim must state the circumstances on which the claim is based, provide evidence of the issuance of the loan, the breach of the obligation, the debt settlement, the availability of collateral, and compliance with mandatory procedures²¹. Poorly filed claims, vague calculations, the absence of necessary appendices, and the mixing of multiple claims into a single, unstructured statement significantly complicate legal defense. Therefore, procedural enforcement is not only a technical means of obtaining an enforcement document but also a means of materializing the creditor's legal position.

It should be especially emphasized that procedural savings should not be achieved at the expense of weakening judicial review. In credit relationships, the stakes of a dispute are often high: the consequences of foreclosure affect the debtor's property, business reputation, ability to continue business operations, and housing stability. Therefore, the current trend in legal development is to link simplified forms of foreclosure with increased requirements for incontestability, and complex and burdensome forms with more in-depth judicial review²².

Thus, the choice of a procedural mechanism for debt collection is a separate legal issue. It depends on the nature of the claim and determines not only the speed but also the quality of legal protection. The correct choice of procedure is essential for an effective and fair resolution of a credit dispute.

Early collection of the entire remaining loan amount. The issue of early collection of the entire remaining loan amount is one of the most controversial in modern banking and judicial practice. From an economic perspective, the lender's desire to concentrate the entire outstanding debt in a single claim seems

21 Ибратова Ф. и др. ПРАВОВЫЕ ВОПРОСЫ СУДЕБНЫХ СИСТЕМ ЗАРУБЕЖНЫХ СТРАН ЯПОНИИ, ФИНЛЯНДИИ И ГЕРМАНИИ (СРАВНЕНИЕ С СУДЕБНОЙ СИСТЕМОЙ РЕСПУБЛИКИ УЗБЕКИСТАН) //International journal of professional science. – 2022. – №. 10. – С. 20-26.

22 Коробкова Д. С. Сравнительно-правовой анализ договора займа и кредитного договора //Наука. Общество. Государство. – 2017. – Т. 5. – №. 1 (17). – С. 136-140.



understandable: a late payment is perceived as a sign of the borrower's insolvency and an increased risk of further default. However, from a legal perspective, this approach cannot be considered unconditional, since a loan agreement with installment payments initially assumes the debt is distributed over time²³.

Previously, practice often assumed that a significant delay or breach of individual terms of the agreement gave the lender the right to immediately demand repayment of the entire remaining loan amount. This model strengthened the bank's position, but simultaneously created the risk of disproportionate interference in the borrower's interests. Even a single breach could lead to the loss of the ability to fulfill the obligation according to the agreed-upon schedule, effectively turning the loan obligation into a one-time debt that was not in accordance with the original intentions of the parties.

The modern approach is evolving in a different direction. Early collection is viewed as an exceptional measure that requires either a direct and specific contractual basis or compliance with the procedure established by law²⁴. It's important not only to document the fact of a delay, but also to establish that the violation is persistent, that the debtor was given a genuine opportunity to remedy the violation, and that the creditor conscientiously pursued less burdensome defenses before demanding early repayment of the entire loan amount.

From a legal perspective, early collection does not simply mean the fulfillment of an existing obligation, but rather the transformation of the entire obligation. The creditor effectively terminates the debtor's deferred or phased repayment regime and demands immediate fulfillment of what would normally have been due in the future. This is why such a claim must be subject to more stringent judicial scrutiny than a claim for the collection of already overdue payments.

Of particular importance is the rule regarding the preliminary collection of the overdue portion of the debt as a condition for a subsequent demand for early repayment of the remaining loan, unless otherwise expressly provided by the

23 Ibratova F. Terms in Civil Law and Their Application in Legal Protection of Citizens in the Republic of Uzbekistan //Teise Vilnius University Press Scholarly Journal. – 2009. – T. 71. – C. 182-194.

24 Feruza I. et al. The concept and significance of corporate disputes: national and foreign experience //International journal of professional science. – 2022. – №. 5. – C. 5-13.



agreement. This structure reflects the principle of gradual enforcement. The legislator assumes that the first violation does not always mean a permanent loss of the ability to fulfill the obligation. Therefore, the creditor must first resort to a less intensive measure—collection of the already due and unpaid portion of the debt²⁵. Only if this measure fails to restore payment discipline does grounds arise for moving to a more stringent form of protection.

This approach has significant theoretical significance. It demonstrates a shift away from the model of automatic acceleration of obligations and toward a model based on gradation of violations. Not every delay is equally significant for the future of the credit relationship. The law seeks to distinguish between an accidental, short-term, and curable violation and one that demonstrates a genuine impossibility of continuing the contract according to the agreed schedule.

In judicial practice, the issue of early recovery requires an analysis of several circumstances. It is necessary to determine whether the contract contains a clear provision on the creditor's right to accelerate the obligation; whether this provision complies with the principles of good faith and reasonableness; whether notices were sent to the borrower; whether there was an opportunity to voluntarily correct the violation; what is the extent of the delay; how long has it persisted; whether restructuring efforts have been undertaken²⁶. The distinction between business and consumer lending is particularly important. In the latter case, excessively strict terms regarding early repayment are particularly critical, as the borrower is often not involved in the actual negotiation of the contract terms.

Therefore, early repayment of the entire remaining loan amount cannot be considered a natural and automatic consequence of any default. It is an exceptional measure, the application of which must be legally justified, procedurally prepared, and proportionate to the nature of the violation. Current legislative and judicial developments indicate a gradual strengthening of this understanding.

25 Шабунин Д. И. Кредитный договор: особенности и вопросы практики //В сборнике: Современный взгляд на будущее науки. Сборник статей международной научнопрактической конференции. – 2017. – №. 3. – С. 209-213.

26 Довлатова Г. П. и др. Инновации, тенденции и проблемы в области экономики, управления и бизнеса. – 2021.



The statute of limitations in debt collection disputes. The statute of limitations in debt collection cases under a loan agreement plays not only a procedural but also a substantive role. It reflects the idea of legal certainty and prevents the unjustifiably prolonged persistence of uncertainty in civil transactions²⁷. For credit obligations, the issue of the statute of limitations becomes particularly complex due to the fact that contractual performance is often spread over a long period and consists of multiple independent payments.

The general statute of limitations applies to debt collection claims unless otherwise expressly provided by law. However, the specific nature of a credit obligation requires a precise definition of the moment from which this period begins to run. If the debt is to be repaid in installments, each payment obligation has its own deadline. This means that the statute of limitations for each overdue payment may also begin to run independently²⁸. This approach prevents the artificial consolidation of old and new payments into a single debt and forces the creditor to respond promptly to the default.

Complications arise when the creditor demands early repayment of the entire loan amount. In this case, the start of the statute of limitations depends on when the right to such an early demand legally arose²⁹. It's impossible to rely solely on the date of the contract or the date of the first violation. It's necessary to establish when, by law, the contract, and specific circumstances, the creditor acquired the right to demand immediate repayment of the entire loan balance. If such a right has not arisen, then it's premature to talk about the statute of limitations running for the entire amount.

It should also be noted that the court applies the statute of limitations not on its own initiative, but upon the application of a party to the dispute. This means that the debtor must actively defend their interests and promptly report the missed deadline. In practice, many debtors overlook this procedural tool, limiting

27 Малахова А. А. Кредитный договор, кредит и кредитные правоотношения в гражданском праве //Перспективы развития институтов права и государства. – 2019. – С. 288-290.

28 Feruza I., Sevinch M. Ibratova F., Mamadiyeva S. Mediation in economic proceedings in the Republic of Uzbekistan and in the Federal Republic of Germany //Editorial team. – 2021. – Т. 2. – №. 1. – С. 132-138.

29 Boboqulovna I. F. et al. HAKAMLIK SUDI VA DAVLAT SUDLARI O 'RTASIDAGI FARQ QILUVCHI OMILLAR //INTERDISCIPLINE INNOVATION AND SCIENTIFIC RESEARCH CONFERENCE. – 2023. – Т. 1. – №. 9. – С. 110-115.



themselves to a dispute over the amount of the debt or a request for a reduction in the penalty. However, a well-designed statute of limitations can significantly impact the amount of the amounts subject to recovery³⁰.

The distinction between the statute of limitations and pre-trial correspondence is particularly important. The creditor's sending of reminders, notices, claims, and demands for voluntary repayment of the debt does not, in itself, extend the statute of limitations. Pre-trial activity may demonstrate the creditor's good faith, but does not replace timely filing a lawsuit. Only the debtor's acknowledgment of the debt, other legally stipulated circumstances, or appropriate actions interrupting the running of the statute of limitations can affect the period in a substantive sense.

The issue of statute of limitations is closely related to the assignment of a claim. The new creditor receives the claim in the state in which it existed at the time of transfer. This means that the assignment does not reset the statute of limitations and does not create a new period for collection. This approach protects the stability of the legal system and prevents circumvention of the law through formal substitution of the creditor.

For courts, credit debt cases require a particularly careful approach to the issue of statute of limitations, since this is where creditors often rely on long settlement periods, multiple delays, and subsequent changes to the terms of the contract³¹. The court must separately evaluate the performance history, the presence of acknowledgment of debt, the dates of presentation of claims, and the legal maturity of the claim. A formal approach that treats the entire credit debt as a single obligation with a single statute of limitations date does not reflect the real structure of the credit relationship.

Therefore, the statute of limitations in credit disputes should be viewed as a delicate instrument for maintaining a balance between the creditor's right to protection and the debtor's right to freedom from endless uncertainty. Its proper application ensures fairness and disciplines both parties to the obligation.

30 Рыбенцов А. А. Порок формы кредитного договора //Современная наука. – 2016. – №. 2. – С. 14-16.

31 Babakulovna I. F., Ibraiyimovich E. B., Sodikovich O. S. Simplified production in the economic process and its features: national and foreign approach //International journal of professional science. – 2022. – №. 5. – С. 42-50.



Foreclosure on Collateral and Mortgages. Debt collection under a loan agreement is often not limited to a demand for monetary recovery. Foreclosure on collateral or mortgaged assets is essential, as collateral often serves as the primary guarantee for loan repayment. The legal nature of collateral and mortgages is that they provide the creditor with a preferential opportunity to satisfy their claim against the debtor's or a third party's property. However, the presence of collateral does not mean that foreclosure must occur automatically and without regard for the principles of proportionality and legal certainty.

Collateral is an accessory obligation closely linked to the principal debt. This means that the fate of the collateral depends on the fate of the secured obligation. Foreclosure on collateral cannot be exercised if there is no valid and enforceable principal claim. Accordingly, before deciding on the sale of secured assets, the court must establish the existence of the debt, its amount, the legal maturity of the claim, and compliance with the conditions under which the transition to interim measures is permitted³².

In mortgage transactions, the importance of legal valuation is even greater. Mortgages often encumber real estate, which has particular economic and social value. Therefore, modern legislation and judicial practice strive to prevent a situation in which a minimal or short-term delay automatically leads to the loss of valuable property³³.

An approach is emerging according to which foreclosure on pledged property is permissible only in the presence of a material and uncorrected breach, and subject to compliance with the established procedure.

The current trend in legislative development demonstrates a shift from the model of absolute creditor priority to a model of proportionate intervention. An important step in this direction was the establishment of the criterion of an extremely minor breach of the secured obligation. If the amount of the outstanding debt is insignificant relative to the value of the collateral and the delay is not prolonged, foreclosure on the collateral should be considered an

32 Babakulovna I. F. Grounds for the introduction of bankruptcy procedures for an individual entrepreneur or an individual who has lost the status of an individual entrepreneur //International journal of professional science. – 2022. – №. 1. – С. 5-9.

33 Babakulovna I. F. BUSINESS STUDIES //Toygambayev SK, Abdulmashidov HA, Omarov TSEconomic ASSESSMENT OF THE DESIGNS OF THE. – 2024.



excessive measure. Thus, the law seeks to prevent collateral from being transformed from a security instrument into a means of disproportionate financial pressure.

In mortgage cases, the nature of the obligation is particularly important to consider. If the loan is repaid in periodic payments, a single or short-term delay does not always indicate the need for immediate foreclosure. Instead, legal logic requires establishing the persistence of the default, giving the debtor an opportunity to remedy the situation, and only then discussing the admissibility of foreclosure. This approach is consistent with the general principle that more severe financial consequences should only occur in the presence of a more significant default³⁴.

The content of the court decision regarding foreclosure on collateral is also of practical importance. The court decision must be as specific as possible. It must clearly state the property being foreclosed on, information allowing for its individualization, the sale procedure, the initial selling price or the method for determining it, and the amount of claims to be satisfied from the property in question. Insufficient clarity complicates enforcement proceedings and creates grounds for new disputes.

It is important to distinguish between judicial and extrajudicial foreclosure procedures. Extrajudicial methods are attractive due to their speed and can be justified if the terms of the agreement are clear and the debtor's rights are protected by appropriate notification procedures and transparency in the sale of property. However, the expansion of extrajudicial mechanisms requires particular caution. The weaker the judicial review, the higher the risk of abuse during the valuation, transfer, and sale of collateral³⁵. Therefore, the effectiveness of extrajudicial recovery must be combined with high standards of disclosure and the possibility of subsequent judicial review.

Consequently, foreclosure on collateral and mortgages is not a simple addition to a monetary claim, but an independent set of legal issues. The current

34 Цуканов О. В., Свистельников А. А. КРЕДИТНЫЙ ДОГОВОР С ИНДИВИДУАЛЬНЫМИ ПРЕДПРИНИМАТЕЛЯМИ //СОВРЕМЕННАЯ ЮРИСПРУДЕНЦИЯ: АКТУАЛЬНЫЕ ВОПРОСЫ, ДОСТИЖЕНИЯ И ИННОВАЦИИ. – 2019. – С. 55-58.

35 Савина И. В. Кредитный договор: признание недействительным при недобросовестности должника. – 2014.



trend is to preserve the security function of collateral while simultaneously subordinating it to the principles of proportionality, certainty, and respect for the debtor's property.

Surety, assignment of a claim, and multiple parties to recovery. Credit relationships are rarely limited to the relationship between the bank and the borrower. In practice, situations are common where the fulfillment of a credit obligation is secured by a surety, a pledge of third-party property, participation by the borrower, and also where the claim is transferred to a new creditor by assignment. This makes the issue of the composition of the parties to recovery a key issue in credit debt cases.

Surety is traditionally viewed as personal security for the fulfillment of an obligation. The guarantor is liable to the creditor for the borrower's fulfillment of their obligation to the extent established by law and the contract. However, the significance of surety is not limited to the ability to assert a claim against an additional debtor³⁶. When a guarantor fulfills an obligation, a complex legal transformation occurs: the creditor's rights are transferred to the guarantor to the corresponding extent. This means that the guarantor, having fulfilled the debt for the borrower, acquires the right of recourse or subrogation and can recover the amount paid, interest, and associated damages from the principal debtor³⁷.

From a judicial perspective, this circumstance is of great importance. The court must establish precisely which obligation the guarantor performed, to what extent, and which security rights were transferred to them after performance. It is impossible to mechanically assume that the mere fact of payment automatically transfers the entire set of creditor's rights unchanged to the guarantor. The scope of transferred rights is determined by the actual performance and the content of the original obligation.

The issue of assignment of the right of claim is no less important. Banking practice actively uses assignment as a tool for managing problem debt. However, the assignment of the right of claim should not be viewed as a simple technical operation. For collection purposes, it is important to establish exactly which claim

36 Babakulovna I. F., Bahodirovna A. K. Ibratova FB, Abdullaeva Kh. B. Third parties in economic proceedings: theory and practice //Editorial team. – 2016. – №. 12. – C. 7-11.

37 Babakulovna I. F. SECTION 4. JUSTICE //LBC 60. – 2022.



was transferred, on what basis, in what amount, and with what security rights³⁸. Insufficient clarity in an assignment agreement can give rise to serious doubts about the proper subject of the claim.

A change of creditor does not alter the essence of the obligation itself. The new creditor enters into an existing relationship and cannot acquire more rights than the original creditor had. This means that the restrictions that existed in the obligation also transfer to the new creditor: the statute of limitations, possible objections of the debtor, the limits of security, and the contentiousness of individual elements of the debt. An assignment cannot be used as a means to artificially revive a claim, weaken the debtor's position, or circumvent procedural obstacles.

The issue of notifying the debtor of the assignment is particularly important. Until the debtor is properly notified of the change of creditor, they are entitled to rely on the original creditor as the authorized party. This rule protects the bona fide debtor and maintains the stability of the transaction. A new creditor seeking debt collection in court must be prepared to prove not only the assignment itself, but also that the debtor was informed of the relevant information or that there is no risk of double performance.

The multiplicity of parties also manifests itself in security relationships. A third party, financially distinct from the primary debtor, may act as a pledgor. In such cases, collection affects not only the interests of the creditor and borrower, but also the property interests of an independent participant in the transaction. This necessitates particular procedural diligence: the court must determine against whom the monetary claim is made, whose property is being seized, and how the rights and obligations are distributed among the parties to the obligation.

Consequently, the composition of the parties to the collection under a loan agreement is no less important than the amount of the debt. In modern practice, the question of who exactly has the right to collect and who exactly is liable often becomes central. Without a proper resolution of this issue, it is impossible to render a lawful and enforceable judicial decision.

38 Boboqulovna I. F. et al. KORPORATIV HUQUQIY MUNOSABAT VA U BILAN BOG 'LIQ NIZOLARNI HAL ETISHDA MEDIATSIYA INSTITUTINING AHAMIYATI //INTERDISCIPLINE INNOVATION AND SCIENTIFIC RESEARCH CONFERENCE. – 2023. – T. 1. – №. 9. – C. 96-104.



Enforcement of a court order and the post-trial stage of debt collection.

A court order to recover a debt under a loan agreement is only meaningful if it is actually enforced. Therefore, the post-trial stage cannot be considered secondary to the trial. On the contrary, the effectiveness of the entire legal protection system is largely determined by how quickly, accurately, and fairly the court order is enforced.

The practical value of legal certainty is evident during the enforcement stage. If a court decision is unclearly worded, does not clearly specify the elements of the debt, does not define the procedure for foreclosure on the collateral, does not identify the collateral, or does not specify the limits of the claim, enforcement proceedings face difficulties. Therefore, a quality court decision must not only be lawful in its reasoning but also technically enforceable.

For the creditor, the pre-trial stage is associated with the need to select the optimal enforcement mechanism. If the debtor has funds in their accounts, collection may focus on prompt access to banking instruments. If the debtor lacks liquid funds, the importance of seizing property, realizing collateral, establishing the scope of assets, and working with third parties becomes even greater. At the same time, modern regulations increasingly demonstrate that the enforcement stage should not become a source of further debt growth. Its purpose is to effectively satisfy the existing claim, not to endlessly mount sanctions.

Enforcement of decisions related to pledges and mortgages is particularly important. Here, enforcement proceedings include not only the collection of monetary sums but also the sale of property. Any gaps in the valuation, description, or sale procedure of the property significantly reduce the effectiveness of enforcement and create the risk of further disputes. Therefore, the requirements for the certainty of a judicial decision in security disputes are objectively higher than in ordinary monetary claims.

The pre-trial stage also has an important socio-legal dimension. In credit cases, enforcement actions can affect not only the debtor's business but also their basic living conditions, especially when it comes to foreclosure on residential property or property necessary for business activities. This necessitates a balance between the creditor's interest in actual enforcement and the inadmissibility of



excessive or degrading coercion. The right of compulsory enforcement must not be transformed into a right to arbitrarily destroy the debtor's property.

It's also important to consider that the issue of debt transparency once again becomes relevant during the enforcement stage. If a court decision clearly defines the amount of the debt and the limits of accruals, enforcement proceedings become more predictable. However, if the court decision leaves ambiguities regarding the composition of the debt or subsequent accruals, this leads to conflicts between the creditor, the debtor, the banks, and the enforcement authorities.

Therefore, enforcement of a court decision in credit cases should be viewed as a logical continuation of judicial protection, not as an external technical step. The current trend is to structure court decisions in credit disputes so that they are as clear, structured, and enforceable as possible, without additional clarifications or new conflicts.

Key challenges in modern debt collection practice. Despite significant advances in legislation and judicial approaches, debt collection under loan agreements continues to face a number of serious challenges. These issues are both normative and practical, affecting issues of evidence, the structure of claims, the balance of interests of the parties, and the effectiveness of enforcement.

The first problem is the lack of clarity in debt calculations. Even in cases where the creditor formally identifies the principal, interest, and penalties, the calculation often remains opaque to the debtor and the court. The accrual period, calculation method, interest rate source, accrual cutoff point, and reasons for including additional expenses are not always specified. As a result, the legal dispute shifts from the realm of substantive law to the realm of arithmetic mistrust, and verifying the declared amounts requires disproportionate effort.

The second problem relates to attempts to accelerate the collection of the entire loan balance without sufficient grounds. Despite the modern trend toward gradual recovery, creditors still tend to perceive the first significant default as a legal opportunity to immediately consolidate the entire debt. This approach undermines contractual stability and effectively devalues the performance schedule agreed upon by the parties.



The third problem arises in cases involving collateral and mortgages. Here, the issue of proportionality is particularly acute. The value of the collateral may be many times greater than the amount of the default, yet in the absence of a proper judicial assessment, foreclosure is sometimes viewed as a standard and automatic measure. Modern legislation seeks to rectify this situation, but at the enforcement level, the inertia of the formal approach persists.

The fourth problem is the uneven quality of credit documentation. Banks and other lenders don't always maintain credit files in a state that would allow for the easy proof of the loan's issuance, its servicing history, changes to terms, the fact of debtor notification, and the legitimacy of the settlement. Often, it is precisely these defects in internal documentation that weaken the creditor's position in court. This is especially noticeable in cases involving debt restructuring, assignment of claims, additional payments, and claims against guarantors.

The fifth problem concerns the weak integration of responsible lending principles into the collection phase. Meanwhile, a creditor's good faith should be assessed not only at the contract stage but also through subsequent conduct. If a creditor initially fails to transparently disclose the loan terms, includes complex and non-obvious accrual mechanisms, and then uses this as grounds for aggressive collection, the legal assessment of such conduct cannot be limited to a formal reference to the signed contract. This is especially relevant in consumer lending.

The sixth problem arises at the stage of enforcement of court decisions. Even a reasoned court decision can sometimes prove difficult to enforce due to insufficient clarity in the operative clause, the absence of a detailed description of the collateral, the disputed initial value of the collateral, or an unclear order of satisfaction of claims. Thus, deficiencies in a court decision can nullify the efforts expended in obtaining it.

The seventh problem is related to the digitalization of credit relations. More and more significant actions are being conducted electronically: notifications, schedules, changes to terms, client interactions, and internal record-keeping. However, procedural adaptation to this is uneven. Courts continue to debate the reliability of electronic evidence, the procedure for its presentation, and its



evaluation. The lack of uniform and clear standards in this area creates the risk of unpredictable law enforcement.

The eighth problem is that some disputes are still viewed too narrowly, as purely banking disputes over the amount of the debt. Meanwhile, credit collection often affects the interests of guarantors, pledgers, debtor family members, employees of the debtor company, and other persons indirectly involved in the debt. Ignoring this broader context can lead to overly formal decisions that fail to take into account the true social and economic burden of collection.

Overall, modern debt collection practices are in the process of transitioning from a formal banking approach to a more differentiated model based on reviewing the debt structure, the parties' conduct, and the proportionality of the measures applied. However, this transition is not yet complete. Therefore, scientific understanding of debt collection issues remains highly relevant.

Areas for Improving Legislation and Law Enforcement Practice. An analysis of the current state of debt collection under loan agreements allows us to formulate a number of proposals aimed at improving the quality of legal regulation and judicial practice.

First of all, the standard of certainty for claims in credit disputes should be strengthened. It seems advisable to establish, by law or through judicial clarification, the creditor's obligation to submit a structured debt calculation, which separately lists the principal debt, contractual interest, late payment interest, penalties, fees, additional expenses, and accrual periods. Such a calculation should be structured so that the court and the debtor can verify each element without resorting to internal banking algorithms that are incomprehensible to an outside observer.

Further development of a differentiated approach to business and consumer lending is necessary. While formally the general collection structures may be the same, the actual degree of protection afforded to the parties in these relationships varies. Business borrowers typically operate within the limits of their professional risk and enjoy greater freedom of negotiation. Consumers, on the other hand, are more likely to adhere to pre-defined terms and require stronger protection against unfair contractual provisions. In this regard, further limiting excessively strict



provisions regarding early collection and penalties in consumer contracts seems justified.

The third area should be the development of uniform standards for handling electronic evidence in credit disputes. As digital interactions become the norm, it is necessary to establish robust procedural rules for confirming electronic notifications, schedule changes, providing statements, digital settlements, and electronic agreements. This will reduce the number of disputes over the admissibility of evidence and make judicial assessments more predictable³⁹.

The fourth area concerns security mechanisms. It is important to further develop the principle of proportionality in foreclosure on collateral and mortgages. The existence of quantitative criteria for an extremely minor violation is already a significant step forward, but in certain cases, the court should be able to consider other circumstances as well: the debtor's behavior, their attempts to settle the debt, a clear disproportion between the amount of the arrears and the value of the property, and the social significance of the object of foreclosure. The development of qualitative criteria could make judicial practice more flexible and fair.

Judicial decisions in credit cases should be formulated so as to be as immediately enforceable as possible. This requires paying more attention to the structure of the operative part: the separate indication of amounts, the precise identification of assets, the method of securing security, and the order of satisfaction of claims. The higher the quality of the operative part, the less likely it is that enforcement will be delayed and new conflicts will arise⁴⁰.

The sixth area is strengthening the connection between responsible lending principles and judicial review at the collection stage. It seems appropriate for courts to take greater account of creditor conduct at the pre-contractual and contractual stages: complete disclosure of information, transparency of terms, absence of hidden fees, and adherence to fair procedures when notifying the

39 Поколова К. А. КРЕДИТНЫЙ ДОГОВОР В ЛАТВИИ //Проблемы правового обеспечения безопасности личности, общества и государства. – 2017. – С. 41-44.

40 Кондратьев В. А., Галстян М. А. Особенности кредита и кредитных договоров в рамках договорного права //Донецкие чтения 2019: образование, наука, инновации, культура и вызовы современности. – 2019. – С. 272-275.



borrower. A creditor that has created an opaque or overly burdensome contractual structure should not automatically enjoy all the benefits of formal collection⁴¹.

The seventh area is related to developing a legal culture of pre-trial resolution. In credit disputes, the pre-trial stage should not be a formality consisting merely of sending a standard notice of delinquency. A more effective model is one in which the lender offers the borrower realistic mechanisms for resolving the crisis: rescheduling, deferral, restructuring, recalculating the debt, and explaining the legal consequences of continued inaction. This practice reduces the number of disputes and promotes the restoration of payment discipline without resorting to the harshest means of enforcement.

Finally, an important area for improvement is developing a legal culture of credit collection itself. It is necessary to move away from the perception of collection as a purely forceful and unilateral mechanism. An effective collection system must simultaneously ensure the return of financial resources to circulation, maintain discipline in fulfilling obligations, and prevent excessive destruction of the debtor's property in areas where the violation can be resolved by less stringent means. Thus, the further development of the institution of debt collection under a loan agreement is associated not so much with an increase in the number of coercive instruments, but with an increase in the degree of their legal precision, transparency and proportionality.

The doctrinal significance of the institution of debt collection. Beyond its practical application, the institution of debt collection under a loan agreement has significant doctrinal significance for modern civil law. Through an analysis of debt collection, one can trace how private law combines freedom of contract with mandatory restrictions, autonomy of will with judicial review, and economic efficiency with the demands of fairness.

First, credit collection demonstrates that a monetary obligation is not a simple arithmetic construct. Behind the numbers, there are always questions of legal qualification: where is the line drawn between payment for the use of funds and a penalty; at what point does a contractual debt become an overdue monetary

41 Батырмурзаева З. М., Магомедов О. А. ОТЛИЧИТЕЛЬНЫЕ ПРИЗНАКИ КРЕДИТНОГО ДОГОВОРА И КРЕДИТНОГО ЗАЙМА //Теория и практика современной науки. – 2019. – №. 5 (47). – С. 114-119.



obligation; how are contractual interest, late payment interest, and penalties related; when is it permissible to demand early repayment of future payments? Each of these issues demonstrates that monetary obligations require no less subtle legal analysis than obligations to transfer property or perform work⁴².

Secondly, the institution under consideration allows for a deeper understanding of the nature of security obligations. Pledges, mortgages, and sureties in credit relationships particularly clearly demonstrate their accessory nature and, at the same time, their relative independence. They depend on the principal debt, but in a procedural sense, they can form complex, independent elements of a dispute. Thus, credit collection demonstrates that the institution of securing the performance of obligations cannot be viewed as a technical appendix to a contract: it is a fully-fledged mechanism for redistributing risks in the commercial sphere.

Thirdly, credit disputes demonstrate the evolution of the court's role in private law conflicts. The court is no longer limited to the role of a formal arbitrator, recording bank settlements and the fact of default. It is becoming an active interpreter of the balance of interests, reviewing the debt structure, assessing the proportionality of sanctions, the admissibility of foreclosure on collateral, the good faith of the parties, and the enforceability of its own decisions. This demonstrates the deeper penetration of judicial discretion into credit relations.

Fourth, the institution of debt collection is important for understanding the limits of discretion. Although a loan agreement is based on the agreement of the parties, not all of its terms are equally stable under judicial review. Terms regarding penalties, early collection, commissions, hidden fees, the procedure for unilaterally changing the interest rate, and other burdensome consequences can be assessed through the prism of good faith, reasonableness, and the public interest in the stability of financial transactions⁴³. Consequently, credit law

42 Хоменко Е. Г. Кредитный договор между банком и физическим лицом: некоторые особенности заключения и содержания //Законы России: опыт, анализ, практика. – 2012. – №. 11. – С. 24-28.

43 Васюк А. А. КРЕДИТНЫЙ ДОГОВОР: дипломная работа/Васюк Алина Александровна; БГУ, юридический факультет; Кафедра гражданского права; научный руководитель доцент Щемелёва ИН. – 2015.



demonstrates a modern trend: freedom of contract remains, but increasingly interacts with mechanisms for substantive control of the content of contractual terms.

Finally, the scientific significance of this topic lies in its ability to transcend the traditional dichotomy between creditor and debtor. In reality, credit collection is part of a broader system of economic risk redistribution. The balanced construction of this mechanism determines not only the protection of private rights, but also trust in the financial system, the predictability of business transactions, and the stability of lending in general⁴⁴.

Consequently, the study of debt collection under a loan agreement is important not only for solving applied judicial problems, but also for the development of the general theory of the law of obligations, the theory of security obligations, and the theory of judicial protection of civil rights.

Conclusion. Debt collection under a loan agreement is one of the most complex institutions in modern private law and procedural practice. Its complexity stems from the fact that a single dispute intersects with issues of the law of obligations, banking regulation, security for the performance of obligations, the statute of limitations, judicial procedure, and enforcement proceedings. It is impossible to provide a high-quality legal assessment of a credit dispute simply by ascertaining the fact of a delay or the existence of a bank settlement. A comprehensive analysis of the basis of the obligation, the structure of the debt, the conduct of the parties, the admissibility of the chosen method of protection, and the enforceability of a future decision is necessary.

The conducted research allows us to draw several fundamental conclusions. First, modern debt collection cannot be based on the formal perception of a bank's claim as indisputable in advance. Judicial protection requires a detailed review of the debt, a distinction between the principal obligation and the measures of liability, and an analysis of all circumstances affecting the scope and timing of the right to recovery. Second, legal developments are moving toward limiting excessive leverage for the creditor. Of

44 Хоменко Е. Г. Кредитный договор между банком и физическим лицом: некоторые особенности заключения и содержания //Законы России: опыт, анализ, практика. – 2012. – №. 11. – С. 24-28.



particular importance are rules preventing the uncontrolled growth of debt after a court decision, as well as norms requiring a more cautious approach to early collection of the entire loan amount and foreclosure on collateral.

Third, the principles of good faith, legal certainty, and proportionality are gaining increasing importance. These principles are evident at all stages of the credit relationship: during the disclosure of contract terms, the formation of a payment schedule, the calculation of the debt, the selection of a procedural form of defense, the presentation of a claim to the guarantor, the enforcement of collateral, and the enforcement of a judicial decision. Modern law increasingly recognizes that effective debt collection should not be achieved at the cost of disrupting the contractual balance and ignoring the legitimate interests of the debtor.

Fourth, experience shows that the quality of debt collection depends largely on the level of legal technique. Adequate credit documentation, a structured debt settlement, a properly chosen procedure, clearly formulated claims, and a legally defined operative part of the judicial decision are often no less important than the material validity of the claim itself. Where documentary clarity and procedural accuracy are lacking, even an economically justifiable claim may face partial denial or protracted enforcement.

Overall, it can be concluded that the modern model of debt collection under loan agreements is evolving from a formal confirmation of the creditor's right to a more complex, balanced, and differentiated system. In this system, creditor protection remains crucial for the stability of financial transactions, but it is increasingly subject to the requirements of fairness, proportionality, and procedural integrity. It is precisely in this direction that further legislative and judicial regulation in this area will likely develop.

Therefore, debt collection under loan agreements should be viewed not as a punitive procedure, but as a civilized legal mechanism for restoring the balance of obligations. The more precisely the law delineates debt, interest, sanctions, collateral, and the limits of coercive intervention, the greater the trust in the credit system and the justice system as a whole.

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