COMPENSATION FOR DAMAGE CAUSED BY ANIMALS THAT ARE THE SOURCE AND OWNER OF THE INFANTILE DANGER

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At the same time, civil law also provides for the possibility that in the absence of any preliminary agreements, the so-called protected obligations arise as a result of unacceptable actions related to the violation of someone's rights and legitimate interests, that is, the obligation to compensate for property damage caused by the fact of harm to the subject of civil law also includes N.S.If there is a very successful and briefly defined property loss by Malein as the difference between the financial situation of the victim before and after the loss[1] and in some cases-moral damage, when an obligation arises to compensate for the damage in the victim (sometimes another person – the person responsible for the damage), and the victim will have the right to demand such a compensation[2].

In addition, non-contractual obligations for the compensation of damages may also arise in the presence of certain contracts. Sometimes this is determined by direct legislation. Thus, according to the law, a non-contractual obligation may arise to compensate for the damage caused in case of damage to the health of the passenger with whom the contract of Transportation is concluded; when selling low-quality goods, performing poor-quality work or providing services. the consumer will have the right to demand reimbursement if such damage is caused to the health or property of the consumer. There is no doubt that the damage caused to visitors by the "exhibits" of the zoo is not contractual damage and should have consequences provided for by the non-contractual damages act.

Accordingly, in the above and many other options, there will be a non-contractual obligation to compensate for the damage caused. It can also be said that non-contractual liability is carried out within the framework of a non-statutory obligation[3] or to express this point as follows: "in the content of non-legal obligations lies civil-legal responsibility, that is, exposure to certain difficulties, additional burden, manifested as a legal consequence for the committed offense"[4].

Recently, opinions have been put forward in civil engineering to completely deny the recognition of civil-legal responsibility as a form of legal responsibility[5]. The discussion of this concept goes beyond the scope of this study. We note that, in our opinion, the exclusion of civil-legal liability from the composition of legal liability is an extremely controversial view.

It should be noted that non-contractual law enforcement legal institutions include, for example, vindication, negator lawsuits, actions in the interests of another person without assignment. However, non-contractual conservation (conservation) obligations are obligations arising from damage. In addition to them, the obligations to guard the right include those arising from the acquisition of unjustified wealth.

[1] Малеин Н. С. Возмещение вреда, причинённого личности. – М. : Госюриздат, 2005. – 230 с.
[2] Эрделевский А. М. Компенсация морального вреда в России и за рубежом. – М. : Форум : Инфра-М, 1997. – 240 с; Менглиев Ш. Возмещение морального вреда. – Душанбе : [б. и.], 1998. – 132 с.
[3] Иоффе О. С. Обязательственное право. – Л. : Юридическая литература, 2005. – 880 с.
[4] Гражданское право : учебник : в 2 т. / под ред. Б. М. Гонгало. – М. : Статут, 2017. – Т. 2. – 543 с.; Гражданское право : учебник для вузов / под общ. ред. Т. И. Илларионовой, Б. М. Гонгало и В. А. Плетнева. – М. : Норма : Инфра-М, 1998. – Ч. 1. – 464 с
[5] Груздев В. В. Гражданско-правовая защита имущественных интересов личности. – М.: Юстицин-форм, 2012. – 192 с.

The obligations arising from damage occur at the time of damage and the fact of damage. The parties to this obligation – the victim and the victim-can agree on the amount and procedure for compensation for damages themselves and even notarize it, having concluded the corresponding contract in writing. (However, even in this case, each of the parties can go to court and, by signing the contract, demand a court decision on this issue, saying that he acted under the influence of threats, violence, deception.

If the victim voluntarily refuses to compensate for the damage (and this often happens), but refuses to compensate for the damage caused, or the parties cannot reach an agreement on the amount and procedure for compensation for the damage, the dispute is considered in court in the case of the victim, in which the court decides based on the norms of the Civil Code (hereinafter referred

The main purpose of damage obligations is compensation and restorative. The obligation is aimed at compensating (compensing) the damage inflicted on the victim as completely as possible, whoever caused the damage, in what form it is expressed, and regardless of the methods and forms of compensation for the damage, will have to compensate him.

A distinctive feature of non-contractual obligations is that in cases provided for by law, the obligation to pay damages can be imposed not only on the victim, but also on other persons (for example, when the victim acts for his own benefit – when acting in the last case of necessity or parents-when their minor children harm or for legal entities or individual entrepreneurs – when their employees are harmed by movement or inaction (i.e., inaction of employees causes damage to visitors by the zoo) to third parties in the performance of their work duties).

The obligations of harm are considered the most ancient of all types of obligations. Historically, they arose on the basis of a gradual rejection of the principle of blood revenge – the talion principle (eye for an eye, tooth for a tooth)-and became the idea of property compensation for causing murder, injury, violence, moral suffering.

There are institutions for the payment of damages incurred in legal documents of antiquity (for example, in ancient Turkish Scrolls). The obligation to inflict damage is a civil obligation, according to which the victim (creditor) has the right to demand a full compensation for non-contractual property damage caused, and in cases provided for by law, a monetary compensation for moral damage and the other party (the person responsible for the damage caused or the damage caused) (debtor). Thus, non-contractual damages are considered a form of civil liability (non-contractual liability.

It should be noted that this position is not the only one in civil science. So, Yu.K.Tolstoy does not attribute certain obligations from harm to liability measures, and therefore distinguishes and separately considers the issues of the conditions of the occurrence of the obligation to harm and the conditions of responsibility for harm . Non-contractual damages norms apply in the absence or presence of specific contractual relations, but outside of them (otherwise liability occurs in accordance with the norms governing the relevant contractual relations). Once again, it should be noted that in order to ensure the most optimal, guaranteed protection of the rights of the" weak side", the law provides for the damage caused, if necessary, in accordance with the norms of non-contractual liability.

As the basis of responsibility for obligations arising from harm is the presence of a legal fact – harm, which is associated with a violation of the subjective civil rights of the victim. The conditions of liability, on the other hand, are the requirements set out in the law that characterize the foundations of liability and for the application of the relevant sanctions. Thus, the basics and conditions of civil legal liability are considered elements that are inextricably linked with each other.

In the theory of civil law, there are no unanimous opinions on the basis of civil-legal responsibility. Some authors recognize the "civil infraction structure" as the sum of the general, traditional

conditions necessary to impose liability on the offender[6]. Another group of authors criticized this concession, believing that it is not advisable to apply the rules of the composition of the crime in criminal law to civil-legal relations. At the same time, cases in which there is a "limited" composition of civil offense (in civil legislation there is a state of innocent liability, guilt is not part of civil offense) also indicate that it is controversial to establish the basics and methods of liability for delict obligations within the framework of the traditional "infringing structure. Noting that the concept of infringement cannot be applied in civil law, o.Oqyulov indicates that the composition of civil-infraction in liability for contractual obligations and liability for violation of delict obligations is of two types. At the same time, he mentions that the direct transfer of the content of criminal and administrative offenses to the content of civil offenses is contrary to the subject and principles of civil law[7].

Continuing these thoughts, J.Boboev and N.Egamberdievas believe that the basis of liability in delict obligations is a violation of subjective civil rights, but this basis itself will not be enough to establish civil-legal liability, for which there must be conditions provided for by the legislation[8].

In this sense, it should be noted that, although it is mentioned that the content of a civil offense is controversial, nowadays this "content" is not scientifically rejected. After all, along with the presence of damage in delict obligations, the conditions of civil legal liability were calculated: an unlawful act, a causal link between the act of harm (inaction) and harm, and the presence of guilt allow the application of civil-legal liability.

Violation of subjective civil rights in respect of delict obligations is assessed as the fact of harm. The basis of delict liability is understood as the fact of harm to the property or intangible goods of a citizen or legal entity-the life, health of a citizen.

At the same time, it should be noted that some specialists recognize infringement as the basis of civil-legal liability, including delict liability[9]. However, in this case, in order to qualify a certain act as an offense, it is necessary to have the conditions of responsibility established by the legislation. The basis of liability, on the other hand, means that it is possible to apply it, but even in this there must be conditions established in the legislation. In this regard, the basis of civil-legal liability is the presence of harm, not an offense. The conditions that determine the infraction of a particular fact must be determined when the liability is applied.

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