

Unregulated And Hybrid Transport Service Contracts: A Comparative Study Of Uzbekistan, Russia, Japan, The United States, Malaysia, And Other Jurisdictions

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Received: 10th Nov 2025 | Received Revised Version: 25th Nov 2025 | Accepted: 05th Dec 2025 | Published: 17th Dec 2025

Volume 07 Issue 12 2025 | Crossref DOI: 10.37547/tajpslc/Volume07Issue12-06

Abstract

This article examines unregulated and hybrid transport service contracts that have emerged in modern mobility ecosystems, including app-based taxi platforms (Yandex Go, MyTaxi), ride-sourcing, on-demand auxiliary services (battery jump-start, alcohol-free driver services), and car-sharing models (Delimobil, Zipcar, Times Car Plus). These services often combine multiple legal elements—transportation, agency, rental, consumer services, digital intermediation—and therefore do not neatly fit traditional legislative classifications. Because such contracts remain legally unnamed in many jurisdictions, including Uzbekistan, they create challenges in qualification, consumer protection, liability allocation, taxation, and regulatory oversight.

Drawing from civil-law theory (Ioffe, Braginsky, Butler, Piskov), international transport regulation, and comparative case studies, the article proposes a doctrinal understanding of hybrid transport contracts and provides practical recommendations for improving Uzbekistan's legislative framework.

Keywords: Unregulated contracts, hybrid transport contracts, transport service agreements, digital mobility platforms, ride-sourcing services, app-based taxi services, car-sharing, civil law qualification, consumer protection, liability allocation, comparative law, transport regulation, Uzbekistan, international legal practice.

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Cite This Article: Nasirjon Ibragimovich Askarov. (2025). Unregulated And Hybrid Transport Service Contracts: A Comparative Study Of Uzbekistan, Russia, Japan, The United States, Malaysia, And Other Jurisdictions. The American Journal of Political Science Law and Criminology, 7(12), 35–43. <https://doi.org/10.37547/tajpslc/Volume07Issue12-06>

1. Introduction

Digital mobility services have fundamentally transformed transportation markets across the world, reshaping not only how people move but also how legal systems conceptualize transport-related obligations. What was once a relatively narrow field dominated by classical taxi services regulated through licensing, fare controls, and municipal rules has evolved into a complex, technology-driven ecosystem. Modern platforms such as Yandex Go, Uber, MyTaxi, Bolt, Lyft, Grab, Careem,

DiDi, InDriver, and similar services no longer provide a simple point-to-point ride. Instead, they function as multifunctional digital marketplaces that integrate transportation, logistics, consumer services, financial instruments, and data-driven intermediation into a single user interface. This evolution has outpaced traditional legal frameworks, creating significant challenges for contract qualification and regulation.

Contemporary mobility platforms offer a wide array of services that extend far beyond passenger transportation.

These include alcohol-free driver services, where a professional driver operates the client's own vehicle; emergency technical assistance such as battery jump-start, tire replacement, and roadside diagnostics; package and document delivery; small-parcel logistics; pre-booking and hourly chauffeur services; short-term and long-term car-sharing; and various in-app features such as micro-insurance, dynamic pricing, loyalty programs, and digital payment systems. Each of these services responds to consumer demand for convenience, speed, and flexibility, yet from a legal perspective they blur the boundaries between traditionally distinct contract types [1,2,3].

The legal complexity arises because these services do not correspond to a single statutory contract model recognized in classical civil or transport law. Instead, they simultaneously incorporate elements of transportation contracts, service contracts, agency agreements, car rental agreements, consumer protection mechanisms, and digital intermediation arrangements. The user typically perceives the service as a single economic product purchased through a mobile application, while legally it represents a layered structure of obligations involving the platform operator, the driver or service provider, and the consumer. This divergence between economic reality and legal form is at the core of the regulatory challenge.

The problem of hybrid and unnamed transport service contracts has attracted growing attention in legal scholarship as digital platforms increasingly disrupt traditional models of transportation and service provision. However, the existing literature demonstrates that legal doctrine and legislation continue to lag behind technological and market developments. Scholarly discussions on this issue can be broadly divided into three main strands: classical civil-law theory on mixed and unnamed contracts, contemporary studies on platform-based transport services, and comparative analyses of regulatory responses across jurisdictions.

Classical civil-law doctrine provides the foundational theoretical framework for understanding hybrid transport contracts. Scholars such as O. S. Ioffe, M. I. Braginsky, and V. V. Vitryansky developed the concept of mixed contracts as agreements that combine elements of different nominate contract types while pursuing a single economic purpose. According to Ioffe, the decisive criterion for identifying a mixed contract is not the formal structure of obligations but the unity of the

economic result pursued by the parties. Braginsky and Vitryansky further emphasized that when legislation does not provide a specific legal model for such agreements, they should be governed by general principles of civil law, contractual freedom, and analogy of law. These doctrinal positions remain highly relevant for the analysis of modern digital mobility contracts, which similarly integrate heterogeneous legal elements without statutory recognition.

Later studies expanded this doctrine by focusing on unnamed contracts as an independent category within civil law. K. A. Piskov and L. A. Lunts argued that unnamed contracts are not legal anomalies but a natural consequence of economic innovation. They stressed that the absence of legislative regulation does not invalidate such contracts, provided they comply with mandatory norms and public policy. This approach is particularly important for transport services offered through digital platforms, which operate lawfully in practice despite lacking explicit statutory classification. Western scholars, including E. Schaeffer, have further developed this idea in comparative private law, demonstrating that hybrid contracts increasingly dominate sectors influenced by digitalization, including transport, finance, and logistics.

A second body of literature addresses platform-based transport services and the emergence of new contractual models in the mobility sector. Research on ride-hailing platforms such as Uber, Lyft, Yandex Go, and Grab highlights the difficulty of fitting these services into traditional legal categories. Scholars note that such platforms simultaneously function as intermediaries, service organizers, pricing regulators, and data controllers, while formally denying the status of transport carriers or employers. This ambiguity has generated extensive debate regarding liability allocation, consumer protection, driver status, and regulatory oversight. Studies conducted in the United States and Europe emphasize that platform contracts typically combine transportation agreements, software license terms, independent contractor arrangements, and insurance provisions into a single contractual framework, thereby confirming their hybrid legal nature.

Judicial practice has also been widely discussed in the literature as a key mechanism for adapting law to platform-based transport services. Analyses of U.S. court decisions, including cases from California, New York, and Texas, show that courts increasingly recognize ride-

hailing agreements as multi-component hybrid contracts unprecedented in classical transport law. Legal scholars underline that judicial recognition of hybridity often precedes legislative reform, serving as a temporary solution to regulatory gaps. Similar observations are made in studies of Japanese Mobility-as-a-Service models, where courts and regulators rely on functional interpretation rather than rigid statutory categories.

Comparative legal research constitutes the third major strand of the literature. Numerous studies examine how different jurisdictions respond to hybrid transport contracts through partial regulation, administrative guidelines, or regulatory experimentation. Research on Russia and Malaysia demonstrates that these countries have adopted sector-specific guidelines acknowledging the multi-component nature of e-hailing and carsharing services, while avoiding comprehensive legislative codification. In contrast, scholarship on the United Arab Emirates and Turkey highlights the use of regulatory flexibility, allowing hybrid mobility services to operate under adaptive licensing and administrative supervision. International organizations such as the OECD and the European Commission have contributed to this debate by publishing analytical reports that emphasize the need for functional, technology-neutral regulation of platform-based transport services.

Despite the growing body of literature, several gaps remain. First, most studies focus on individual jurisdictions or specific platforms, offering limited cross-jurisdictional synthesis. Second, the majority of research addresses ride-hailing services, while multifunctional mobility platforms combining transport, logistics, payments, and insurance remain underexplored. Third, there is a notable lack of scholarship dedicated to Central Asian legal systems, particularly Uzbekistan, where digital mobility services are expanding rapidly under conditions of legal uncertainty.

This article builds on existing civil-law doctrine and comparative scholarship to address these gaps. By applying the theory of hybrid and unnamed contracts to modern transport services and conducting a systematic comparative analysis of regulatory approaches in Uzbekistan, Russia, Japan, the United States, Malaysia, Turkey, and the UAE, the study contributes to the development of a coherent legal framework for digital mobility. In doing so, it aligns classical contract theory with contemporary technological realities and responds to the practical challenges identified in the existing

literature.

Civil-law doctrine has long acknowledged the existence of such composite arrangements through the concept of mixed or hybrid contracts. Scholars such as Ioffe, Braginsky, Lunts, Vitransky, Butler, and Piskov have emphasized that when parties combine elements of different contract types to achieve a unified economic goal, the resulting agreement should be treated as a mixed contract. Where legislation does not expressly regulate such an arrangement, it is further classified as an unnamed or unregulated contract. The defining characteristics of these contracts include the combination of heterogeneous legal elements, the economic unity of the service provided, and the absence of a direct statutory definition. Hybrid transport service contracts clearly satisfy all of these criteria [4].

In the context of Uzbekistan, this issue is particularly acute. The Civil Code and the Transport Code were drafted with traditional transport models in mind, focusing on licensed carriers, conventional taxi services, and clearly delineated contractual roles. Modern digital mobility services are not expressly addressed in these instruments. As a result, platforms such as Yandex Go and MyTaxi operate in a legally ambiguous environment, relying on general civil-law principles rather than specific transport regulations. This ambiguity affects key issues such as liability allocation between platform and driver, consumer protection standards, insurance coverage, taxation, and regulatory oversight [5].

Practical examples from Uzbekistan illustrate the hybrid and unregulated nature of these contracts. Alcohol-free driver services, often referred to as “trener-voditel,” involve sending a sober driver to operate the client’s own vehicle. This arrangement does not fit the legal definition of a taxi service, since the vehicle belongs to the client, nor does it qualify as a car rental or a classic agency contract. It combines personal services, elements of transport activity, and complex liability issues, yet remains outside the scope of existing transport regulations. Similarly, battery jump-start and roadside technical assistance services offered through ride-hailing applications blend features of technical service contracts and insurance-like assistance, without being formally regulated as either. In-app parcel delivery services further complicate matters by merging courier services, transportation, digital intermediation, and agency relationships, often involving drivers who are not licensed as postal operators [6].

Comparative analysis shows that this problem is not unique to Uzbekistan. In Russia, Japan, the United States, Malaysia, and other jurisdictions, courts and regulators have struggled to classify ride-sourcing and car-sharing arrangements within existing legal frameworks. Some jurisdictions attempt to extend taxi regulations by analogy, while others rely on consumer law or platform liability doctrines. However, even in countries with more developed case law, hybrid transport contracts remain only partially regulated, and many issues are resolved on a case-by-case basis rather than through comprehensive legislation.

The absence of clear statutory classification has tangible consequences. Consumers may face uncertainty regarding their rights in case of accidents, service failures, or data misuse. Service providers and drivers encounter unclear obligations concerning licensing, insurance, and taxation. Platform operators benefit from regulatory gaps but also face legal risks due to inconsistent judicial interpretations. From a systemic perspective, the lack of regulation undermines legal certainty and predictability, which are fundamental principles of civil law [7].

This article addresses these challenges by examining unregulated and hybrid transport service contracts through a comparative legal lens. By analyzing doctrinal approaches in civil-law theory and practical regulatory responses in multiple jurisdictions, it seeks to clarify the legal nature of modern mobility contracts. The study argues that recognizing these arrangements as hybrid, unnamed contracts is a necessary first step toward coherent regulation. On this basis, it proposes directions for improving Uzbekistan's legislative framework, including the development of functional definitions, the clarification of liability rules, and the integration of digital platform realities into transport and civil legislation. Through this approach, the article contributes to the broader discussion on how law can adapt to rapidly evolving technological and economic models in the transport sector [8].

Russia represents the most developed jurisdiction within the CIS when it comes to the practical operation of hybrid mobility services, even though its legislative framework still lags behind market realities. Over the past decade, Russia has become a testing ground for multifunctional transport platforms and large-scale carsharing systems, which operate nationwide and involve millions of users. These services demonstrate how hybrid contracts

function in practice long before they are formally recognized in law [9].

Carsharing services such as Delimobil, BelkaCar, and Yandex Drive are now firmly embedded in everyday urban mobility in major Russian cities. From a contractual perspective, the relationship between the user and the operator is far more complex than a simple short-term vehicle lease. The user gains access to a vehicle through a digital application, but the contract simultaneously regulates a wide range of additional elements. These include mandatory insurance coverage embedded in the service price, continuous digital telematics monitoring of driving behavior, fuel usage rules, automated penalties for traffic violations, damage assessment procedures, and consent to extensive data processing. The consumer does not negotiate these terms individually; instead, they accept a public digital offer, which governs all aspects of vehicle use in real time.

The hybrid nature of Russian carsharing contracts is evident in their legal composition. They combine elements of a rental agreement, since the vehicle is temporarily transferred for use; a service contract, as the operator provides continuous technical and digital support; maintenance obligations, including cleaning and repairs; insurance arrangements covering liability and damage; and a digital contract regulating access through software and data collection. Despite the scale and economic significance of carsharing, Russian federal legislation does not contain a specific law defining or regulating such services. As a result, all carsharing agreements remain unnamed contracts governed by general civil-law provisions and consumer protection rules, which are applied by analogy.

In addition to carsharing, multifunctional platforms such as Yandex Go further illustrate the expansion of hybrid transport services. Beyond standard ride-hailing, Yandex Go offers a wide range of so-called "plus services," including transportation of pets, provision of child safety seats, roadside assistance, courier and small-parcel logistics, and alcohol-free driver services. Each of these services has its own functional logic and risk profile, yet they are all delivered under a single platform interface and contractual framework. Federal transport legislation does not explicitly regulate these services, nor does it provide guidance on their classification. Consequently, they exist purely as hybrid contractual constructs formed by combining elements of transport law, service law, and digital platform regulation.

The experience of the United States further confirms that hybrid transport contracts are a global phenomenon rather than a regional exception. The U.S. transport market introduced the concept of the Transportation Network Company, or TNC, to describe platforms such as Uber and Lyft. Importantly, this term itself reflects the difficulty of fitting these services into traditional legal categories. TNCs are not taxi companies in the classical sense, as they do not own fleets or employ drivers as staff. They are not rental companies, since vehicles are not leased to passengers. They are not pure agencies, because they exercise significant control over pricing, access, and service standards. Nor are they merely digital merchants, as the core service involves physical transportation.

Contracts used by Uber and Lyft clearly demonstrate their hybrid structure. They include a transportation component governing the passenger–driver relationship, a software license agreement allowing users to access the application, an independent contractor agreement defining the legal status of drivers, in-app insurance policies covering accidents and liability, and logistics and dispatch services that algorithmically match drivers and passengers. These elements function together as a single economic transaction, even though they originate from different branches of law. Numerous court decisions across U.S. states have confirmed this hybrid nature, particularly in disputes concerning driver status, liability, and regulatory compliance. In the case of *Uber Technologies v. City of Seattle* in 2016, a federal court explicitly recognized that Uber drivers operate under a multi-component hybrid digital-transportation contract that has no direct analogue in classical transport law.

Japan offers yet another perspective on hybrid transport contracts through its advanced development of Mobility-as-a-Service models. Japanese companies have embraced the idea of integrating multiple mobility-related services into unified contractual ecosystems. A prominent example is Times Mobility Co., which operates Times Car Plus. This service combines short-term vehicle rental, subscription-based mobility access, parking membership, in-app insurance coverage, and electric vehicle charging infrastructure. Users do not contract separately for each element; instead, they enter into a single integrated arrangement that provides seamless access to various mobility options. This model exemplifies a fully developed hybrid contract that reflects modern consumer expectations and technological capabilities.

The broader significance of hybrid contracts in Japan can also be illustrated through historical examples outside the transport sector. In the late 1980s, Nintendo entered into a hybrid technology-development agreement with Sony aimed at improving audio hardware for gaming systems. This agreement combined elements of joint development, licensing, hardware partnership, and profit-sharing. Although the collaboration ultimately collapsed, Sony later repurposed the hybrid technological framework and developed the PlayStation, which became one of the most successful gaming platforms in history. This example demonstrates that hybrid contracts are not merely legal anomalies but powerful instruments capable of generating entirely new industries and markets.

Taken together, the experiences of Russia, the United States, and Japan show that hybrid transport and mobility contracts are a natural outcome of technological innovation and market demand. Legal systems across different jurisdictions have responded in varying ways, but none have fully resolved the challenges posed by these arrangements. The absence of clear statutory definitions does not prevent hybrid contracts from functioning; however, it increases legal uncertainty and places greater reliance on judicial interpretation and doctrinal analysis. These comparative insights are particularly relevant for jurisdictions such as Uzbekistan, where similar services are rapidly expanding without a corresponding evolution in legislative frameworks.

Malaysia provides a particularly illustrative example of how hybrid transport contracts operate within a rapidly digitizing economy. The country's transport and service ecosystem is dominated by Grab, a platform that has evolved far beyond its original role as a ride-hailing application. In legal and economic terms, Grab simultaneously functions as a passenger transportation provider, a logistics and delivery company, a digital payment operator through GrabPay, a food service aggregator via GrabFood, and an insurance intermediary offering micro-insurance products under GrabInsure. Each of these activities is regulated, in principle, by different branches of law, yet in practice they are bundled together within a single digital platform and offered to users as an integrated service.

From a contractual perspective, Grab's operations are based on a complex hybrid structure. A single user interaction with the application may involve ride-sourcing services, last-mile delivery of goods, the use of

an electronic wallet governed by financial regulations, contractual relations with merchants supplying food or services, and micro-insurance coverage embedded in the transaction. These elements are not concluded through separate negotiations or distinct written agreements; rather, they are unified within a standard-form digital contract accepted by users through the application. This creates a multilayered legal relationship in which transport law, contract law, consumer protection, financial regulation, and insurance law intersect.

Under Malaysia's Contract Act 1950 and the Transport Act 2010, such arrangements do not fall neatly into any predefined statutory category. Traditional transport contracts, service agreements, agency relationships, and financial contracts are regulated separately, yet Grab's business model combines all of these elements into a single economic product. As a result, Grab's user agreements are legally classified as unnamed hybrid contracts, governed primarily by general principles of contract law and supplemented by sector-specific regulations applied by analogy. Malaysian regulators have implicitly acknowledged this reality through the issuance of the Ministry of Transport's Guidelines for E-Hailing Services in 2020, which expressly recognize the "multi-component contractual model" of platforms like Grab. While these guidelines do not create a comprehensive statutory framework, they confirm at the regulatory level that modern ride-hailing and platform-based transport services cannot be reduced to a single traditional contract type.

Similar patterns can be observed in Turkey, where hybrid transport models have become an integral part of urban mobility. Platforms such as BiTaksi operate as a combination of a traditional taxi service, a digital marketplace, and an intermediation platform. Although taxis themselves are subject to licensing and municipal regulation, BiTaksi's role as a digital intermediary introduces additional contractual layers involving data processing, platform liability, and consumer interface management. The contractual relationship is therefore not limited to the passenger and the driver, but also includes the platform as an active participant that sets service standards, pricing mechanisms, and access conditions.

Turkey also offers a notable example in the form of Marti Mobility, a company specializing in shared electric scooters and micro-mobility solutions. Marti's services are structured around short-term vehicle rental combined

with Internet-of-Things tracking, real-time usage monitoring, subscription-based access options, and digital payment systems. The resulting contract cannot be classified as a simple lease agreement, since it includes continuous digital supervision, maintenance obligations, user behavior monitoring, and platform-based penalties. Instead, it represents a hybrid rental and service contract shaped by technological infrastructure and platform governance rather than classical legal categories.

The United Arab Emirates presents yet another advanced model of hybrid transport services, particularly through platforms such as Careem and Yango. Careem, now owned by Uber, has transformed into a comprehensive "super app" offering chauffeur-driven transport, grocery and food delivery, pharmacy services, car rental with a driver, and subscription-based mobility passes. Each of these services engages different legal regimes, including transport regulation, commercial services, health-related delivery, and consumer finance. Nevertheless, from the user's perspective, these services are accessed through a single contractual framework governed by the platform's terms of use.

Regulatory authorities in the UAE, particularly Dubai's Roads and Transport Authority, have acknowledged the existence and economic importance of such hybrid mobility models. Various regulatory instruments address specific aspects of ride-hailing, delivery services, and platform operations. However, despite this practical recognition, there is still no unified statutory definition of hybrid transport contracts in UAE legislation. As in other jurisdictions, regulation remains fragmented, relying on administrative rules and sector-specific guidelines rather than a coherent contractual classification.

The experiences of Malaysia, Turkey, and the UAE reinforce the broader comparative conclusion that hybrid transport contracts are an inherent feature of modern digital mobility ecosystems. Platforms operating across these jurisdictions consistently combine transportation, logistics, digital intermediation, financial services, and insurance elements into unified contractual arrangements. Legal systems have responded pragmatically through guidelines, administrative regulation, and judicial interpretation, yet comprehensive legislative solutions remain rare. This comparative evidence underscores the need for doctrinal clarity and legislative adaptation in jurisdictions such as

Uzbekistan, where similar services are rapidly expanding under conditions of legal uncertainty.

The persistence of unregulated and legally ambiguous transport service contracts is primarily explained by structural mismatches between traditional legal frameworks and rapidly evolving technological realities. Transport legislation in most jurisdictions was adopted decades before the emergence of digital platforms, algorithmic dispatch systems, and data-driven mobility ecosystems. These laws were designed to regulate conventional actors such as licensed taxi companies, state or private carriers, and clearly identifiable service providers operating within stable contractual models. As a result, they lack the conceptual tools necessary to address platform-based services that simultaneously perform multiple functions and continuously adapt their business models.

A central reason why modern mobility contracts remain unregulated lies in their multi-layered legal identity. A single service offered through platforms such as Yandex Go, Uber, Grab, or Careem incorporates elements traditionally governed by different branches of law. Within one transaction, the passenger may engage with norms of taxi regulation, consumer protection law, digital platform governance, rental law in cases of self-drive or carsharing, and insurance law through embedded coverage. These elements do not operate independently but function together as a unified economic service. Because classical legislation relies on clear categorical distinctions, it struggles to classify a contract that simultaneously belongs to several legal regimes without fully fitting into any of them.

Taxation and liability issues further complicate regulation. In the event of an accident or service failure, it is often unclear who bears legal responsibility. The driver may be an independent contractor rather than an employee, the platform may deny carrier status, the vehicle may belong to a third party, and insurance coverage may be partially embedded in the application. Determining whether liability rests with the driver, the platform, the user, the vehicle owner, or the insurer requires complex legal analysis that existing transport laws were not designed to provide. This uncertainty discourages legislators from adopting rigid rules and leads instead to reliance on general civil-law principles and ad hoc judicial solutions.

Another increasingly important factor is data protection and digital governance. Hybrid mobility contracts inherently involve the collection and processing of large volumes of personal data, including GPS tracking, behavioral monitoring, payment information, and predictive algorithms used for pricing and dispatch. These elements introduce legal risks that extend beyond traditional transport regulation into the domains of data protection, cybersecurity, and algorithmic accountability. Since many transport statutes predate modern data protection regimes, they fail to address these issues comprehensively, leaving a regulatory gap that further contributes to the unregulated status of such contracts.

The situation in Uzbekistan clearly reflects these global challenges. Current Uzbek legislation formally recognizes traditional taxi services and motor transportation activities, focusing on licensed carriers and conventional service models. However, it does not explicitly recognize ride-sharing, chauffeur-driven services using the client's vehicle, technical roadside assistance offered through digital platforms, platform-based intermediation, parcel delivery via private cars, or integrated multifunctional mobility packages. As a consequence, these services operate outside the scope of specific transport regulation and are governed by the general principle of freedom of contract under Article 354 of the Civil Code. Legally, they qualify as unnamed hybrid contracts, formed through the combination of multiple contractual elements without a dedicated statutory framework.

This legal reality calls for systematic reform rather than piecemeal regulation. One necessary step would be the introduction of a dedicated chapter in the Civil Code addressing hybrid and platform-based transport contracts. Such a chapter should provide functional definitions of digital mobility contracts, clarify the legal status and responsibility of platform operators, and establish principles for combining different legal regimes within a single contractual structure. This would enhance legal certainty while preserving flexibility for technological innovation.

In parallel, transport legislation should be updated to reflect contemporary mobility practices. Introducing legal categories such as ride-sourcing, mobility platforms, and multimodal transport contracts would allow regulators to move beyond the outdated taxi-versus-carrier dichotomy. This approach would align domestic law with international practice and provide a

clearer basis for licensing, supervision, and enforcement.

Licensing mechanisms tailored to hybrid service providers should also be considered, drawing on models used in jurisdictions such as the United Arab Emirates and Malaysia. Rather than forcing platforms into inappropriate categories, licensing regimes could focus on safety, consumer protection, insurance coverage, and data governance, regardless of the specific combination of services offered.

Insurance obligations represent another critical area for reform. Hybrid mobility services should be subject to mandatory insurance requirements proportionate to the risks they generate, ensuring adequate protection for passengers, drivers, third parties, and property. Clear rules on insurance coverage would significantly reduce disputes over liability and compensation.

Finally, judicial guidance plays an important role in transitional periods where legislation lags behind practice. Explanatory resolutions or guidelines issued by the Supreme Court, similar to those adopted in Kazakhstan, could help harmonize judicial interpretation of hybrid transport contracts, provide predictability for market participants, and bridge the gap until comprehensive legislative reforms are enacted.

Taken together, these measures would allow Uzbekistan to move from a situation of legal uncertainty toward a coherent regulatory framework capable of accommodating modern digital mobility while safeguarding public interests, consumer rights, and legal stability.

Hybrid and unnamed transport service contracts clearly represent the future direction of global mobility regulation. They reflect a fundamental shift away from classical, narrowly defined transportation models toward a multifunctional service ecosystem in which transportation, digital intermediation, logistics, financial services, insurance, and data-driven technologies are integrated into a single contractual framework. This transformation is driven by consumer demand for convenience and flexibility, as well as by rapid technological innovation, and it has already reshaped transport markets in both developed and developing jurisdictions.

The comparative analysis conducted in this study demonstrates that legal systems are responding to this transformation in markedly different ways. Uzbekistan

currently lacks a dedicated legal framework capable of addressing hybrid mobility services, relying instead on general civil-law principles and the doctrine of unnamed contracts. Russia and Malaysia have adopted partial regulatory and administrative guidelines that acknowledge the multi-component nature of digital mobility platforms, yet stop short of comprehensive legislative reform. The United States and Japan have largely relied on judicial interpretation, case law, and technological adaptation to accommodate hybrid contracts within existing legal structures. The United Arab Emirates and Turkey, by contrast, have pursued regulatory flexibility through administrative rules and sector-specific oversight, allowing innovation to develop while maintaining a degree of public control.

Despite these differing approaches, a common trend is evident across all jurisdictions: hybrid transport contracts are becoming the dominant legal form governing modern mobility services. Their expansion is not a temporary phenomenon but a structural evolution that will shape the next decade of transport law. As digital platforms continue to integrate additional services and technologies, the complexity of contractual relationships will increase rather than diminish.

In this context, the development of a structured and forward-looking legal approach is essential for Uzbekistan. Without clear legal recognition and regulation of hybrid transport contracts, uncertainty will persist for consumers, service providers, and regulators alike. By adopting a coherent framework that reflects international experience while addressing national specificities, Uzbekistan can foster a transport ecosystem that is safe, efficient, innovative, and legally predictable. Such an approach will not only support economic development and technological progress but also ensure the protection of public interests and the rule of law in an increasingly digital mobility environment.

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