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Features and Methodology of The Claim Work of Companies' Legal Departments in Uzbekistan: The Integration of Best Foreign Experience

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Abstract

Drawing on systemic and comparative-legal approaches, the article examines the legal nature, features, and methodology of the claim work of the legal departments of business entities of the Republic of Uzbekistan. It reveals the dual (substantive-legal and procedural-protective) nature of claim work; traces the evolution of the Uzbek model of pre-trial settlement following the procedural reform of 2018; and analyzes foreign experience (Russia, Kazakhstan, the European Union) and international standards (UNCITRAL instruments, the Singapore and New York Conventions, EU directives). The scholarly conclusions are confirmed by decisions of international judicial and arbitration bodies and by data of international organizations (the EBRD, the ADB, the World Bank). Eight systemic problems of claim work are identified and ways to resolve them are proposed, including proposals de lege ferenda.

Keywords: Claim work, legal department, pre-trial settlement, commercial contract, claim, mediation, alternative dispute resolution, escalation clause, international commercial arbitration, de lege ferenda, limitation period, Uzbekistan, EU.

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1. Introduction

Claim work represents the systematic activity of a company's legal department to identify breaches of obligations and to present, consider, and settle claims before referring a dispute to a court or arbitration. As Gary B. Born, Head of the International Arbitration Practice at WilmerHale (London) and President of the Court of Arbitration of the Singapore International Arbitration Centre (SIAC) in 2015–2021, and Marija Šćekić, a lawyer in WilmerHale's international arbitration practice, rightly point out, pre-arbitration procedural requirements «are designed to enhance the efficiency of the arbitral process, by encouraging amicable dispute resolution and avoiding unnecessary proceedings and expense».

In the conditions of the modernization of Uzbekistan's economy, the liberalization of foreign trade, and the active attraction of foreign investment, the quality of the pre-trial settlement of disputes is becoming an independent factor of investment attractiveness, the predictability of business transactions, and the reduction of the burden on the judicial system. The legal foundations of claim work in the Republic of Uzbekistan are enshrined above all in the Law «On the Contractual-Legal Framework of the Activity of Business Entities» , which expressly assigns the control over the procedure

for presenting and considering claims, as well as the conduct of litigation work, to the functions of the legal department .

The reform of the procedural legislation in 2018 changed the very model of pre-trial settlement: the generally mandatory claim procedure gave way to a predominantly optional one. This set new methodological tasks before corporate legal departments – from designing contractual mechanisms of pre-trial settlement to managing the evidentiary base and time limits. In this connection, Thomas J. Stipanowich, holder of the William H. Webster Chair in Dispute Resolution at the Pepperdine University School of Law and Academic Director of the Straus Institute for Dispute Resolution, and J. Ryan Lamare, Professor of Labor and Employment Relations at Pennsylvania State University, note that the in-house counsel of the largest corporations have played a key role in the transformation of dispute resolution; their strategy comes down to maximum control over the process, with a shift towards negotiation, mediation, and early informal settlement (the share of the use of arbitration for commercial/contract disputes fell from 85% in 1997 to 62.3% in 2011) . At the same time, the strengthening of the cross-border component of business requires taking into account international standards and the practice of international judicial and arbitration bodies.

Aim and objectives. The aim of the article is to identify the features and methodological foundations of the claim work of companies' legal departments in Uzbekistan, to determine its systemic problems, and to substantiate ways of resolving them.

The objectives of the article: to reveal the legal nature and normative model of claim work; to systematize its methodology; to carry out a comparative-legal analysis; to summarize the practice of international judicial and arbitration bodies; and to formulate problems and proposals de lege ferenda.

Object, subject, and hypothesis. The object of the study is the social relations concerning the pre-trial settlement of commercial disputes; the subject is the norms of law, doctrine, and law-enforcement practice that regulate claim work.

The hypothesis of the article is that, in the conditions of the optional nature of the claim procedure, the effectiveness of pre-trial settlement is increasingly determined not by the imperative of the law, but by the quality of contractual design and intra-corporate methodology relying on best foreign experience.

2. Methods

The methodological basis of the study comprised general-scientific and special-scientific methods. The leading one is the comparative-legal method, which makes it possible to compare national and foreign solutions to problems of the same type; it is applied to compare the Uzbek model of the claim procedure with the legislation of the Russian Federation, Kazakhstan, and the European Union. The formal-legal method (the analysis of norms and legal constructions) is used to analyze the norms of the Civil Code of the Republic of Uzbekistan, Law No. 670-I, and the Economic Procedure Code of the Republic of Uzbekistan. The systemic-structural method (the consideration of claim and contractual work as an interconnected system of stages and functions) made it possible to examine claim work as an element of the functional system of the legal department. The historical-legal method is used in assessing the procedural reform of 2018.The method of analyzing court and arbitration practice is applied to the decisions of national and international bodies, and the functional approach of comparative law, oriented towards comparing not verbal formulas but the functions actually performed by the law – a methodological principle substantiated in the classic work of Konrad Zweigert, Professor of the Max Planck Institute, and Hein Kötz, Professor of the University of Hamburg and the Max Planck Institute (Hamburg) .

The degree of scholarly elaboration. The doctrinal basis of the topic is formed by the works of prominent representatives of the civil-law school of Uzbekistan (in particular, Academician Kh.R. Rakhmankulov, Professor M.Kh. Rakhmankulov, and Professor O. Okyulov), the fundamental works on commercial law of B.I. Puginsky , the studies of the means and methods of legal protection of the parties to a commercial dispute of M.A. Rozhkova , as well as the works on international commercial arbitration of Professor I.R. Rustambekov and Academician M.K. Suleimenov . At the same time, a comprehensive study of the methodology of the claim work specifically of the corporate legal department of Uzbekistan, taking into account the latest procedural reform and best foreign experience, is insufficient in the literature, which determines the scholarly novelty of the present work.

The source base includes: the normative legal acts of Uzbekistan and foreign legal orders; the acts of

international organizations (UNCITRAL, the EU); the decisions of international judicial and arbitration bodies; the official materials of the EBRD, the ADB, and the World Bank; and the monographs, textbooks, and scholarly articles of scholars of Uzbekistan, Kazakhstan, Russia, and the countries of Europe and America. All the sources are genuinely existing and publicly available.

3. Results

3.1. The concept and legal nature of claim work. A claim is a written demand addressed to a counterparty for the elimination of a breach of an obligation, its voluntary settlement, and (or) compensation for the harm caused. Law No. 670-I establishes the mandatory requisites of a claim: the names of the parties, the date and number, the circumstances constituting the grounds, the evidence, the demands of the claimant, the amount and its calculation, and a list. A business entity to which a claim is presented is obliged to give a reply within a fifteen-day period, and upon acknowledging the claim – to voluntarily transfer the acknowledged amount; in the event of inaction, the claimant is entitled, after the expiry of 20 days, to subject the acknowledged amount to indisputable debiting. In the doctrine of commercial law, claim (contractual) work is regarded as an independent direction of the legal support of business activity, inseparable from the conclusion, performance, and protection of rights under a contract. The Emeritus Professor of Law at Northwestern University Stephen B. Goldberg, Emeritus Professor of Law at Harvard University Frank E.A. Sander, Emeritus Professor of the M. Moritz Chair in Alternative Dispute Resolution at Ohio State University Nancy H. Rogers, and Professor at Ohio State University Sarah R. Cole proposed a systematic classification of dispute-resolution procedures

In turn, the Russian researcher M.A. Rozhkova soundly classifies the claim among the means of legal protection that precede recourse to judicial protection and are aimed at the independent settlement of a commercial dispute by the parties themselves. From this there follows the dual nature of claim work: substantive-legal – the implementation of measures of contractual liability (compensation for losses, the penalty, the late-payment penalty, and fines under Arts. 24–34 of the Law) and procedural-protective – the formation of the evidentiary base of a future claim. A systemic interpretation of the functions of the legal department is given in the Resolution of the Plenum of the Supreme Economic Court of the Republic of Uzbekistan «On Certain Questions of the Practice of the Application by the Economic Courts of the Law «On the Contractual-Legal Framework of the Activity of Business Entities» of 4 March. Thereby, claim work is the connecting link between contractual discipline and the judicial protection of the rights of a business entity.

3.2. The normative model and its evolution in Uzbekistan. Section III of Law No. 670-I («Claims and Suits Under a Commercial Contract») and Section IV («The Organization of the Legal Support of Contractual Relations») form the normative core of claim work: Article 17 regulates the procedure and requisites of a claim , Article 18 – the time limits and procedure for its consideration , Article 19 – the filing of a statement of claim and of an application for a court order , Article 20 – the functions of the legal department . The control over compliance with the legislation on commercial contracts is also assigned to the bodies of the prosecutor's office.

A key feature of the modern Uzbek model is the optional nature of the claim procedure as a general rule. After the adoption of the Economic Procedure Code (2018) and the amendment of Article 19 of Law No. 670-I, a party is entitled to apply to the economic court even without presenting a claim, unless otherwise established by law or by the contract. The mandatory pre-trial procedure has been retained only for certain categories of legal relations (the carriage of goods, communications services, etc.). In parallel, since 2019 the Law «On Mediation» has been in force, substantially updated in 2025, which has integrated mediation into the system of means of settling civil-law, including business, disputes. Thus, the legislator has shifted the emphasis from a mandatory pre-trial filter to dispositive mechanisms activated by the will of the parties.

Table No. 1.

CHRONOLOGY OF THE REFORMS

OF PRE-TRIAL SETTLEMENT IN UZBEKISTAN (1998–2025)

Year	Act / event	Significance
1998	Law No. 670-I «On the Contractual-Legal Framework…»	Basic regulation of claims and of the functions of the legal department
2018	Economic Procedure Code; new redaction of Art. 19	Transition to the optional claim procedure
2018/2019	Law No. ZRU-482 «On Mediation»	Institutionalization of mediation
2021	Law «On International Commercial Arbitration»	Modern arbitration standards (the UNCITRAL Model Law)
2025	Law No. ZRU-1089 (the improvement of mediation and ADR)	Development of alternative dispute resolution

3.3. The methodology of claim work: stages and instruments. The Samuel Williston Professor of Law (Emeritus) at Harvard Law School and Director of the Harvard Negotiation Project Roger Fisher, co-founder of the Harvard Program on Negotiation and Emeritus Senior Research Fellow of Harvard Law School William Ury, and co-founder and Distinguished Fellow of the Harvard Negotiation Project Bruce Patton noted that the shift from positional bargaining to the reconciliation of the parties' interests («focus on interests, not positions») and reliance on the best alternative to a negotiated agreement (BATNA) form the methodological basis of pre-trial settlement and of the negotiation stage of claim work . In turn, Carrie Menkel-Meadow, Chancellor's Professor of Law and Political Science at the University of California, Irvine, notes the concept of «process pluralism»: for each dispute the most suitable procedure is selected (negotiation, mediation, arbitration, and their hybrids), and non-litigation methods are regarded as a full-fledged part of the lawyer's activity – which substantiates the methodological choice of the form of pre-trial settlement.

The rational methodology of claim work encompasses the following sequential stages:

the monitoring of the performance of contracts and the early identification of a breach; the qualification of the breach and the recording of legal facts (acceptance certificates, certificates of improper quality, independent expert examination, the recording of electronic correspondence);

the legal assessment of the prospects of the demand and the calculation of the amount (losses, the penalty, the late-payment penalty, fines) on the basis of the contract and the law;

the preparation and dispatch of the claim in compliance with the requisites and with provable methods of recording the dispatch;

the control of the fifteen-day reply period, negotiations, and, where necessary, mediation;

the adoption of a decision on satisfaction, partial settlement, the conclusion of an amicable agreement, or the referral of the dispute to a court (arbitration);

the enforcement of the result achieved and its recording in the register of claims; analytics for the prevention of typical breaches.

Table No. 2.

STAGES OF CLAIM WORK,

INSTRUMENTS, AND MEASURABLE INDICATORS (KPI)

№	Stage	Instruments	Indicator (KPI)
1	Identification and qualification of the breach	Contract monitoring, certificates, expert examination, recording of correspondence	Time to identify the breach (days)
2	Legal assessment and calculation of the demand	Calculation of losses, penalty, late-payment penalty (Arts. 24–34 of Law No. 670-I)	Accuracy of the calculation of the amount of the demand
3	Drawing up and dispatch of the claim	Standard form (Art. 17), provable method of dispatch	Share of claims with a complete set of requisites
4	Control of the reply period and negotiations	Register of claims, mediation (Law No. ZRU-482)	Observance of the 15-day period (Art. 18)
5	Settlement or referral of the dispute	Amicable agreement, suit/court order, arbitration	Share of pre-trial recovery, %
6	Enforcement and analytics	Recording of the result, prevention of typical breaches	Average time to settle a dispute

Diagram No. 3.

THE LIFE CYCLE OF CLAIM WORK

The instrumental support of the methodology includes an internal regulation (a regulation on claim and litigation work), standard forms of claims and replies, a register of claims, a responsibility matrix, and measurable performance indicators (compliance with time limits, the share of pre-trial recovery, the average time to settle, and the share of disputes that did not reach the court).

3.4. The comparative-legal and international context. A different, mandatory, model was chosen by the Russian Federation: since 1 June 2016, for monetary claims arising from contracts and other transactions, a mandatory claim procedure with a thirty-day period has been established (Part 5 of Art. 4 of the Arbitrazh Procedure Code of the Russian Federation). The practice of applying this institution has been summarized by the Supreme Court of the Russian Federation, which clarified the cases of the mandatory and non-mandatory nature of the pre-trial procedure and the consequences of non-compliance with it. A comparison of the two models shows that the Uzbek legislator preferred dispositiveness and the reduction of barriers to access to court, whereas

the Russian one preferred a procedural filter that relieves the courts but raises the formal requirements for the claimant.

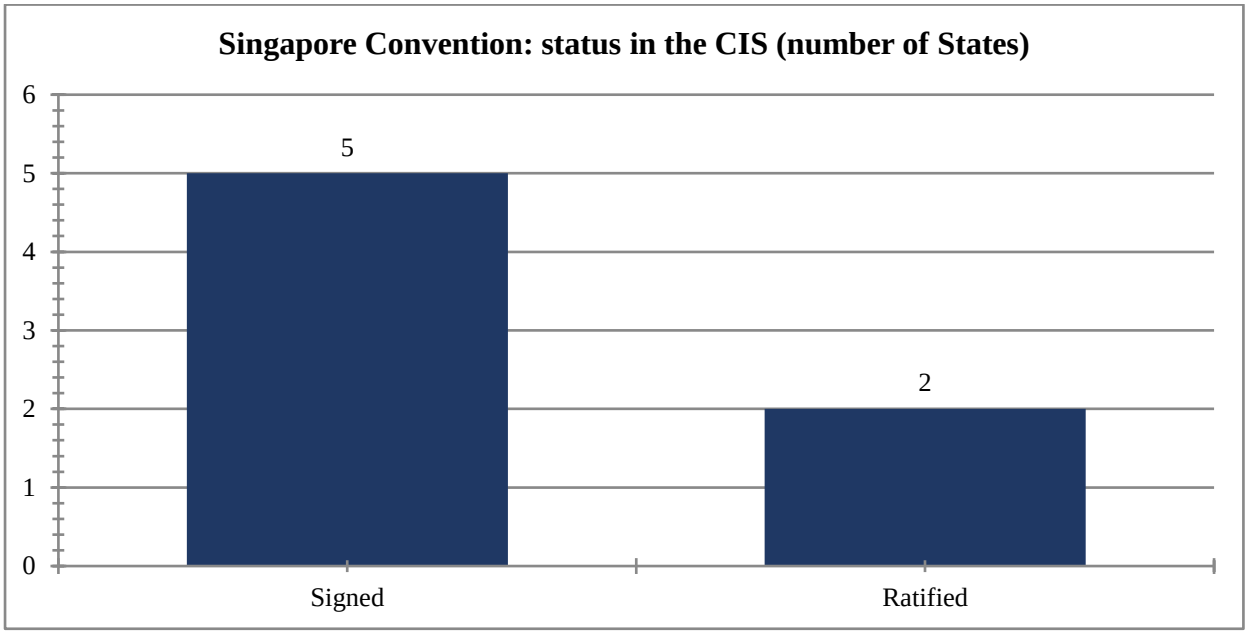
In Kazakhstan, the emphasis is placed on the development of institutional arbitration and mediation: as Academician M.K. Suleimenov and Associate Professor A.E. Duysenova note, the formation of a modern system of commercial arbitration is a condition for investor confidence and the effective resolution of cross-border disputes. In Uzbekistan, a comparable role is played by the creation of an institutional base for arbitration and mediation, including the first specialized Tashkent Mediation Center in Central Asia.

In the European Union, pre-trial settlement is institutionalized by Directive 2008/52/EC on certain aspects of mediation in civil and commercial matters, which ensures, among other things, the enforceability of mediation agreements in the Member States. For consumer disputes, Directive 2013/11/EU on ADR and the Regulation on online dispute resolution (ODR) are in force. At the universal level, UNCITRAL has created the infrastructure for the cross-border enforceability of the results of ADR: the Singapore Convention on Mediation supplemented the New York Convention of 1958 and the UNCITRAL Model Law on International Commercial Arbitration. Uzbekistan implemented modern arbitration standards in the Law «On International Commercial Arbitration» (2021), but has not yet acceded to the Singapore Convention.

Chart No. 4.

THE SINGAPORE CONVENTION ON MEDIATION:

STATUS AMONG THE STATES OF THE POST-SOVIET SPACE

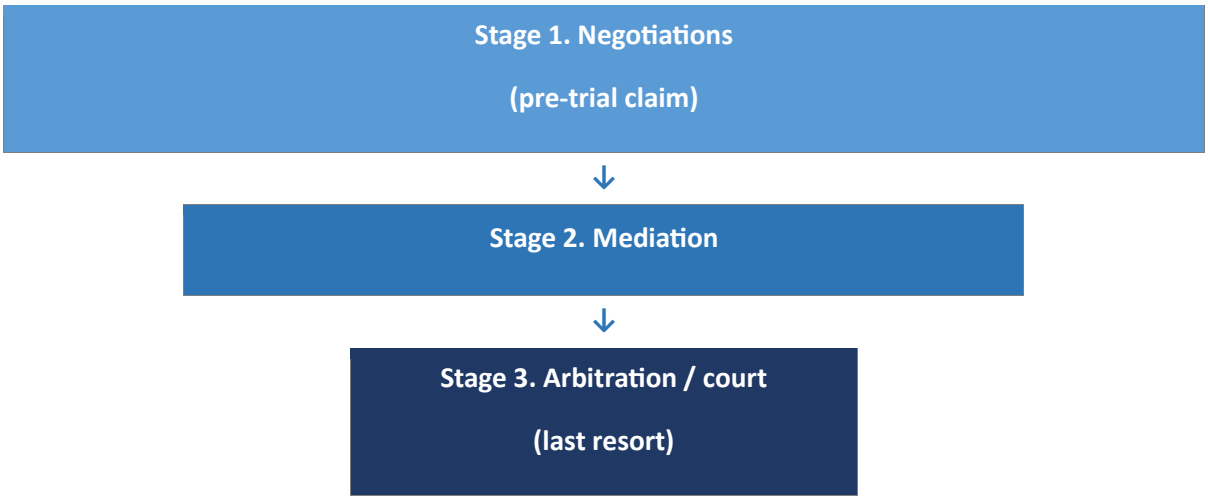


3.5. The practice of international judicial and arbitration bodies. By virtue of the dispositive nature of the claim procedure, the inclusion in the contract of an escalation (claim) clause acquires particular significance. As Klaus Peter Berger, Professor of the University of Cologne (Germany), Director of the Center for Transnational Law (CENTRAL), and member of the Global Faculty of the Centre for Energy, Petroleum and Mineral Law and Policy (CEPMLP) of the University of Dundee (United Kingdom), notes, escalation clauses (also known as «multi-tiered», «multi-step», or «ADR-first» clauses) provide for a sequence of dispute-resolution stages in which arbitration is used only as a last resort, while conflicts are «filtered out» by preliminary ADR procedures «at the contract level» . The first President of the Court of Arbitration of the Singapore International Arbitration Centre (SIAC, Singapore) Michael Pryles, in turn, also notes that, unlike an immediate move to arbitration, a multi-tiered (claim-escalation) clause allows a party to use the dispute-resolution procedure most suited to the level and nature of the particular dispute.

Diagram No. 5.

THE ESCALATION (MULTI-TIERED) CLAUSE

AS A «FILTER» OF DISPUTES



Continuing the reflections on the need to include an escalation (claim) clause in the contract, reference may also be made to Loukas A. Mistelis, Professor of Transnational Commercial Law and Arbitration at Queen Mary University of London, Julian D.M. Lew QC, professor at the same university and a practising arbitrator, and the German international-arbitration specialist Stefan M. Kröll, who note that party autonomy is the principal factor in the worldwide recognition of arbitration as the preferred mechanism for resolving international commercial disputes, which confirms the significance of the competent design of arbitration and claim-negotiation clauses . The international-arbitration specialist Simon Chapman notes that obligations to conduct good-faith negotiations in multi-tiered clauses, when properly and definitely formulated, are subject to enforcement as a precondition of subsequent arbitration.

In turn, Gary B. Born, Head of the International Arbitration Practice at WilmerHale (London) and President of the Court of Arbitration of the Singapore International Arbitration Centre (SIAC) in 2015–2021, and Marija Šćekić, a lawyer in WilmerHale's international arbitration practice, note that «such clauses should be drafted with particular care, or excluded altogether, and their non-observance should as a general rule be treated as a question of admissibility, rather than of jurisdiction» .

The legal force of pre-trial (negotiation and mediation) clauses has repeatedly become the subject of assessment by higher courts and arbitral tribunals. Historically, English law proceeded from the unenforceability of a «bare» agreement to negotiate: in the case Walford v Miles, the House of Lords found such an obligation too uncertain. As Lord Ackner stated, «a bare agreement to negotiate has no legal content» and is unenforceable «simply because it lacks the necessary certainty», while «a duty to negotiate in good faith is inherently inconsistent with the position of a party negotiating». However, subsequent practice has substantially strengthened the binding nature of agreed procedures. In the case Channel Tunnel Group Ltd v Balfour Beatty Construction Ltd, the House of Lords upheld the stay of court proceedings in favor of the multi-tiered procedure agreed by the parties. In the case Cable & Wireless plc v IBM United Kingdom Ltd, the High Court recognized a clause referring to a particular mediation procedure (under the CEDR Rules) as sufficiently certain and enforceable and stayed the proceedings for the conduct of mediation. In the words of Judge Colman, recourse to the procedure recommended by CEDR constitutes an obligation of «sufficient certainty for a court readily to ascertain whether it has been complied with», while the court's refusal to give effect to contractual references to ADR «would be contrary to public policy». Finally, in the case Emirates Trading Agency LLC v Prime Mineral Exports Private Ltd, the obligation to conduct preliminary negotiations within a fixed period was characterized as an enforceable precondition for recourse to arbitration.

The U.S. Supreme Court also took a significant position: in the case BG Group plc v Republic of Argentina, the pre-arbitration requirement (recourse to the local courts) was characterized as a procedural precondition, the interpretation and application of which falls within the competence of the arbitrators rather than of the State court. The totality of these decisions confirms the conclusion: a competently drafted claim-negotiation (escalation) clause is capable of affecting the very jurisdiction and admissibility of a demand in arbitration. This gives claim work not only a substantive-legal but also a jurisdictional significance, especially in cross-border relations.

3.6. Data of international organizations. International financial institutions consistently support the development of pre-trial settlement and alternative dispute resolution as a condition for improving the business climate. Within the framework of the Legal Transition Programme, the EBRD facilitates the strengthening of the enforcement of contracts, the training of judges, and the introduction of mediation and arbitration under the UNCITRAL Model Law; in the course of assessing court decisions in commercial cases in its countries of operations, the EBRD studied Uzbekistan separately. The ADB provided Uzbekistan with technical assistance in the reform of international commercial arbitration and the implementation of the New York Convention of 1958 Among best practices, the World Bank names specialized commercial courts, simplified procedures for small claims, the electronic filing of documents, and the wide application of ADR .

Table No. 6.

COMPARISON OF THE REGIMES OF THE PRE-TRIAL

(CLAIM) PROCEDURE

Criterion	Uzbekistan	Russia	EU / international standard
Mandatory nature by default	Optional (since 2018)	Mandatory for monetary claims	Through a contractual (tiered) clause
Reply/waiting period	15 days (Art. 18)	30 days (Part 5 of Art. 4 of the APC)	Agreed by the parties
Connection with mediation/ADR	Law «On Mediation» (2018/2025)	Developed mediation and reviews of Supreme Court practice	Directive 2008/52/EC; Singapore Convention
Effect on jurisdiction	Weakly formalized	Return/leaving the suit without consideration	Condition precedent (Emirates, BG Group)

Histogram No. 7.

REPLY PERIOD FOR A CLAIM

UNDER A COMMERCIAL CONTRACT, DAYS

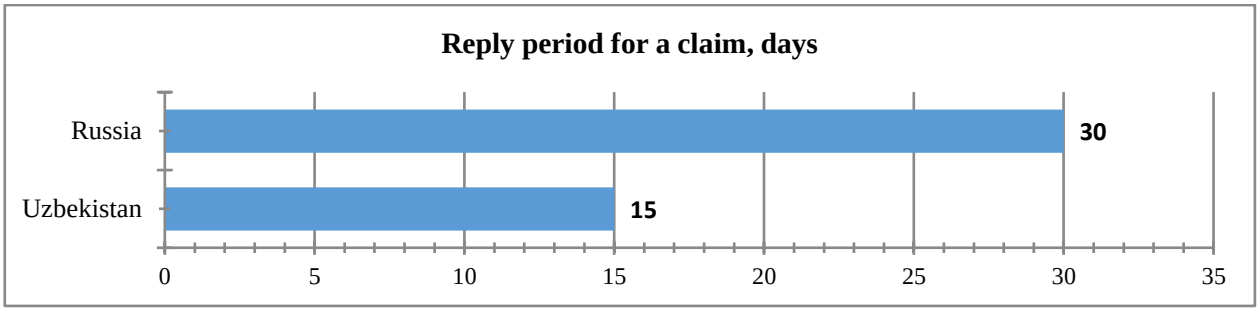


Table No. 8.

PRACTICE OF INTERNATIONAL JUDICIAL AND ARBITRATION

BODIES ON PRE-TRIAL CLAUSES

Case	Body, year	Significance for claim work
Walford v Miles	House of Lords, 1992	A «bare» agreement to negotiate is unenforceable
Channel Tunnel v Balfour Beatty	House of Lords, 1993	Stay in favor of the agreed procedure
Cable & Wireless v IBM	High Court of England, 2002	A definite mediation clause is enforceable
Emirates Trading v Prime Mineral	High Court of England, 2014	Negotiations are a precondition for arbitration
BG Group v Argentina	U.S. Supreme Court, 2014	A pre-trial condition is a procedural question for the arbitrators

4. Discussion: THE MAIN PROBLEMS AND WAYS OF RESOLVING THEM

The systematization of the foregoing makes it possible to identify eight systemic problems of the claim work of companies' legal departments in Uzbekistan and to propose ways of resolving them.

Problem 1. The loss by the claim procedure of its filtering function. The transition to the optional model reduced the administrative burden on business but weakened pre-trial settlement: a considerable part of the disputes that could be resolved by negotiation bypasses the pre-trial stage and goes straight to court. Comparative experience shows that a mandatory claim procedure is capable of performing the function of a procedural filter (Part 5 of Art. 4 of the APC of the Russian Federation), although it is associated with the risk of excessive formalism, to which the practice of the Supreme Court of the Russian Federation draws attention.

Solution: the enshrinement in contracts of a mandatory claim-escalation clause (negotiations → mediation → court/arbitration) with specific time limits; the adoption of an internal standard of a mandatory claim before a suit; at the level of the legislator – consideration of the

selective restoration of the mandatory nature of the pre-trial procedure for certain categories of disputes.

Problem 2. The absence of a unified intra-corporate regulation and standardization. The law enshrines the functions of the legal department but does not set out a methodology of claim work; in practice, this leads to heterogeneity of forms, time limits, and quality, as well as to a loss of manageability of the process. In the doctrine of commercial law, contractual work has long been regarded as a systematic activity requiring regulation.

Solution: the adoption of a Regulation on the company's claim and litigation work with standard forms of claims and replies, a register of claims, a responsibility matrix, and measurable indicators (compliance with time limits, the share of pre-trial recovery, the average time to settle).

Problem 3. The weak evidentiary support of the claim. Claims are often presented without proper recording of the breach, which weakens the party's position in subsequent proceedings and reduces the likelihood of voluntary satisfaction. Meanwhile, it is precisely the claim that lays the evidentiary basis of a future suit, acting as a means of legal protection.

Solution: the introduction of a methodology of proof at the pre-trial stage – the timely drawing up of acceptance certificates and certificates of improper quality, the engagement of independent expert examination, the recording of electronic correspondence, and the documentary calculation of the penalty, late-payment penalty, and fines under Arts. 24–34 of Law No. 670-I.

Problem 4. The underestimation of mediation and ADR as a continuation of claim work. The Law «On Mediation» has been in force since 2019 and was updated in 2025, the Tashkent Mediation Center has been created, but mediation is rarely built into companies' claim cycle; moreover, Uzbekistan has not acceded to the Singapore Convention, which limits the cross-border enforceability of mediation agreements.

Nadja Alexander, Director of the Singapore International Dispute Resolution Academy (SIDRA), Professor at the Singapore Management University, and editor of the Kluwer Mediation Blog, notes that cross-border mediation requires the creation of a culturally acceptable «forum» for the parties; its principal limitation remains the lack of finality and the uncertainty of the enforceability of mediation agreements until the appearance of international regulation (subsequently filled by the Singapore Convention of 2018) .

The experience of the EU demonstrates the effectiveness of the institutionalization of mediation and the ensuring of the enforceability of its results. The development of alternative dispute resolution – arbitration and mediation – as well as the enhancement of the promptness of economic court proceedings and enforcement proceedings, accords with the conclusions of Macaulay and Williamson that entrepreneurs prefer fast and inexpensive mechanisms of conflict resolution to formal litigation.

Solution: the inclusion of a mediation stage in escalation clauses; the training of mediators from among corporate lawyers; at the State level – consideration of accession to the Singapore Convention in order to enhance the enforceability of international settlement agreements.

Problem 5. The risks of the limitation period in conducting claim work. Lengthy pre-trial negotiations may lead to the missing of limitation periods, since the dispatch of a claim, as a general rule, does not suspend their running. This risk is especially significant in the conditions of the optional nature of the claim procedure, when a party has no procedural incentive to apply to the court in a timely manner.

Solution: keeping a calendar of procedural and limitation periods, linking the duration of the claim stage with the remaining limitation period, the timely filing of a suit or an application for a court order in the absence of voluntary settlement; the inclusion in the contract of provisions on the effect of negotiations on time limits.

Problem 6. The features of cross-border claim work. In international contracts, questions arise concerning the language of the claim, the applicable law, the methods of recording, and the legal force of pre-trial clauses. The practice of international bodies shows that the obligation of preliminary negotiations may be recognized as an enforceable precondition for arbitration, and non-compliance with the pre-trial procedure may affect the jurisdiction or admissibility of the demand. English practice consistently gives effect to definite mediation clauses, distinguishing them from an indefinite «agreement to negotiate».

Solution: the careful drafting of escalation clauses with specific time limits and procedure; the coordination of the language, the law, and the notification channels; taking into account the regime of the New York Convention and the UNCITRAL Model Law when

choosing arbitration. As Gary B. Born, Head of the International Arbitration Practice at WilmerHale (London), President of the Court of Arbitration of the Singapore International Arbitration Centre (SIAC) in 2015–2021, and visiting professor at a number of universities, rightly points out, the New York Convention of 1958 and the UNCITRAL Model Law form the constitutional basis of the global arbitration regime with a pro-enforcement orientation, which raises the requirements for the consistency of the pre-trial and arbitration mechanisms .

Problem 7. The personnel and digital deficit of the claim function. The lack of specialization and weak digitalization reduce the promptness and quality control of claim work. International institutions directly link the effectiveness of dispute resolution with the digitalization of justice and the development of ADR.

Solution: the introduction of electronic document-management systems and LegalTech instruments (the electronic claim, automatic monitoring of time limits, analytics on the register), the specialization of lawyers, and the use of professional-development programs supported by the EBRD and the ADB.

Problem 8. The weak link between «claim and arbitration» and the questions of the recognition and enforcement of decisions. Claim work is often regarded in isolation from arbitration protection, whereas it is precisely the quality of the pre-trial stage (compliance with the conditions of the clause, the recording of negotiations) that affects the competence of the arbitration and the subsequent recognition and enforcement of its decisions. Uzbekistan implemented modern arbitration standards, which raises the requirements for the consistency of the pre-trial and arbitration mechanisms.

The experience of the European Bank for Reconstruction and Development, which implements the Legal Transition Programme (Legal Transition Programme), shows that the weakness of the enforcement of contracts remains a factor deterring investors, while the priority measures are the strengthening of judicial capacity in commercial disputes, the digitalization of the courts and enforcement proceedings, and the promotion of alternative dispute resolution.

A global trend has been the creation of specialized international commercial courts offering investors predictable and professional resolution of cross-border disputes: the courts of the Dubai International Financial Centre (DIFC Courts, 2004), the Singapore International Commercial Court (SICC, 2015), the China International Commercial Court (CICC, 2018), and – in the immediate vicinity of Uzbekistan – the Court of the «Astana» International Financial Centre (AIFC Court, 2018), operating in a separate jurisdiction on the principles of English law .

Uzbekistan is also consistently integrating into this trend. By the Law «On International Commercial Arbitration» of 16 February 2021 (which entered into force on 16 August 2021) the national regulation has been brought into conformity with the UNCITRAL Model Law on International Commercial Arbitration (as amended in 2006) ; back in 2018, the Tashkent International Arbitration Centre (TIAC) was established , and in 2026, by the Decree of the President of 30 March 2026 No. UP-48, the Tashkent International Financial Centre (TIFC) was established, with its own jurisdiction over commercial and arbitration disputes. The development of these institutions directly responds to the identified problem of the effectiveness of the enforcement and resolution of contractual disputes.

In Uzbekistan, the Tashkent International Commercial Court (TICC). It is being created within the framework of the Tashkent International Financial Centre (TIFC) under construction, for the effective protection of foreign investors. The principal feature of the new instance is the application of the norms of English law and English-language court proceedings. On the territory of the financial centre, the norms of the common law of England and Wales, as well as the principles of equity, will be applied directly. The acts of the centre have priority over any local norms conflicting with them, with the exception of the Constitution. The court proceedings, including the keeping of documentation and the adoption of acts, will be conducted entirely in English. The creation of such a court is intended to radically improve the country's investment climate: foreign investors will no longer have to adapt to the features of the continental legal system of Uzbekistan when resolving corporate disputes. These conclusions accord with the approach of the Asian Development Bank and the Islamic Development Bank, which directly link the development of the private sector in Uzbekistan with the improvement of the legal and regulatory environment.

Solution: the design of a unified «road map» of a dispute from the claim to the enforcement of the decision; the coordination of the arbitration and claim-negotiation

clauses; the documentation of compliance with pre-trial conditions as an element of the future recognition and enforcement of the arbitral award.

Pictogram No. 9.

THE EIGHT SYSTEMIC PROBLEMS OF CLAIM WORK (STRUCTURAL MAP)

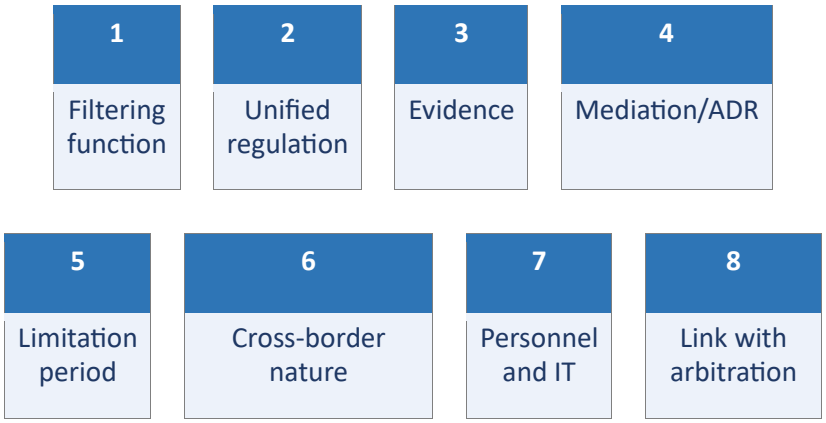


Table No. 10.

SUMMARY OF PROBLEMS AND PROPOSED SOLUTIONS

Problem	Proposed solution
1. Loss of the filtering function	Mandatory contractual claim-escalation clause; selective restoration of the mandatory nature
2. No unified regulation	Regulation on claim and litigation work, standard forms, register, KPI
3. Weak evidence	Methodology of recording facts, expert examination, calculation of sanctions
4. Underestimation of mediation/ADR	Mediation stage of clauses; accession to the Singapore Convention
5. Risks of the limitation period	Calendar of time limits; linking negotiations with the limitation period
6. Cross-border disputes	Correct escalation clauses; taking into account the New York Convention
7. Personnel and digitalization	LegalTech, EDM, specialization, EBRD/ADB programs

Problem	Proposed solution
8. Link between «claim and arbitration»	Unified road map of a dispute; coordination of clauses; documentation of pre-trial conditions

5. Conclusion

The conducted study confirms the advanced hypothesis: in the conditions of the optional nature of the claim procedure, the effectiveness of pre-trial settlement is increasingly determined by the quality of contractual design and intra-corporate methodology rather than by the imperative of the law. Claim work in Uzbekistan possesses a developed normative basis (Law No. 670-I, the Civil Code, the Economic Procedure Code, the Law «On Mediation», the Law «On International Commercial Arbitration») and an enshrined functional status, having a dual – substantive-legal and procedural-protective – nature. This duality also determines the methodology: at the substantive-legal level, the claim implements measures of contractual liability (losses, the penalty, the late-payment penalty, and fines under Arts. 24–34 of Law No. 670-I), while at the procedural-protective level, it forms the evidentiary base of a future suit and records compliance with the contractual pre-trial conditions that, in cross-border relations, affect the jurisdiction and admissibility of the demand.

Theoretical significance. Claim work should be regarded not as a one-off reaction to a breach, but as a managed legal business process linking contractual discipline and the judicial protection of rights. This approach accords with the understanding of the claim as a means of legal protection preceding recourse to the court, and with the doctrine of commercial law that classifies contractual (claim) work as an independent direction of the legal support of business activity. In this capacity, claim work unites the monitoring of the performance of obligations, the qualification of the breach, proof, negotiations, and mediation into a single managed cycle with measurable performance indicators (compliance with time limits, the share of pre-trial recovery, the average time to settle), which moves it from the plane of episodic reaction to the plane of systemic risk management.

A comparative-legal lesson. Foreign experience forms a spectrum: from the mandatory model of an obligatory pre-trial procedure (Part 5 of Art. 4 of the APC of the Russian Federation, with the clarifications of the Supreme Court of the Russian Federation) to the dispositive model of Uzbekistan. The international trend consists in the institutionalization of pre-trial settlement through contractual escalation mechanisms (EU Directive 2008/52/EC) and in ensuring the cross-border enforceability of its results (the Singapore Convention of 2018). The practice of international judicial and arbitration bodies consistently gives legal force to definite pre-trial clauses: from the non-recognition of a «bare» agreement to negotiate (Walford v Miles, 1992) to the recognition of the enforceability of agreed procedures (Channel Tunnel, 1993; Cable & Wireless v IBM, 2002; Emirates Trading, 2014) and the characterization of pre-trial conditions as a procedural question referred to the competence of the arbitrators (BG Group v Argentina, 2014). Hence the practical conclusion for the Uzbek dispositive model: in the absence of a legislative imperative, it is precisely the contractual escalation (multi-tiered) clause that becomes the principal instrument lending the pre-trial stage its binding nature and procedural significance, while its legal force directly depends on the certainty of the time limits, the procedure, and the form of recording the negotiations. In other words, the watershed runs not between «hard» and «soft» settlement mechanisms, but between definite and indefinite ones: an escalation clause acquires binding force to the extent that it names a specific procedure, body (center), and time limits, and loses it as soon as it is reduced to a «bare» promise to reach agreement.

Table No. 11.

EXPANDED MATRIX «PROBLEM →

CAUSE → SOLUTION → EXPECTED EFFECT»

№	Problem	Cause	Solution	Expected effect
1	Loss of the filtering function	Optional nature since 2018	Mandatory escalation clause	Reduction of the judicial burden
2	No unified regulation	The law does not set out a methodology	Regulation on claim and litigation work, KPI	Manageability and uniformity
3	Weak evidence	No recording of the breach	Methodology of proof, expert examination	Growth of voluntary satisfaction
4	Underestimation of mediation/ADR	Mediation outside the claim cycle	Mediation stage; Singapore Convention	Cross-border enforceability
5	Risks of the limitation period	The claim does not suspend the period	Calendar of time limits	Exclusion of missing the limitation period
6	Cross-border specifics	Language, law, force of clauses	Correct escalation clauses	Predictability of jurisdiction
7	Personnel and digitalization	No specialization and LegalTech	EDM, training (EBRD/ADB)	Promptness and control
8	Link between «claim and arbitration»	Isolation of the stages	Unified road map of a dispute	Recognition and enforcement of decisions

Practical recommendations (the corporate level). It is advisable for the legal department to: adopt a Regulation on claim and litigation work with standard forms, a register of claims, a responsibility matrix, and measurable indicators; introduce a methodology of proof at the pre-trial stage; include in contracts escalation (claim-negotiation) clauses with specific time limits and procedure; keep a calendar of procedural and limitation periods; integrate mediation into the claim cycle; and digitalize the process (the electronic claim, monitoring of time limits, analytics). Empirical data on U.S. corporations show that it is precisely the proactive role of in-house counsel and the striving for early settlement that determine the modern shift from arbitration to negotiation and mediation. It is advisable to enshrine the said instruments not in a fragmented manner, but within a single «road map» of a dispute – from the identification of the breach to the enforcement of the decision – which

ensures the continuity of evidence and the consistency of the claim and arbitration mechanisms.

Recommendations de lege ferenda. At the level of the legislator, it is proposed:

(1) to consider the selective restoration of the mandatory claim procedure for monetary claims under contracts, with a reasonable time limit and clear exceptions excluding abuses;

(2) to enshrine a rule on the effect of the dispatch of a claim on the running of limitation periods;

(3) to expedite the accession of the Republic of Uzbekistan to the Singapore Convention on Mediation;

(4) to develop the infrastructure of corporate mediation and digital services of pre-trial settlement;

(5) to ensure the consistency of the claim and arbitration mechanisms, taking into account the New York Convention of 1958 and the UNCITRAL Model Law. In addition, it appears justified to provide for methodological recommendations of the authorized bodies on the conduct of claim and litigation work and standard escalation clauses for commercial contracts, taking into account both the national dispositive model and the requirements of the cross-border recognition and enforcement of decisions.

Institutional and economic effect. The implementation of the proposed measures will enhance the effectiveness of pre-trial settlement, reduce the burden on the economic courts, increase the predictability of business transactions, and strengthen the investment attractiveness of the legal environment. This conclusion accords with the position of international institutions (the EBRD, the ADB, the World Bank), which link the quality of the enforcement of contracts and the development of alternative dispute resolution with the improvement of the business climate.

The formation of the institutions of international arbitration and specialized justice in Uzbekistan – the Tashkent International Arbitration Centre, as well as the Tashkent International Financial Centre with the Tashkent International Commercial Court, established by the Decree of the President of 30 March 2026 No. UP-48 – creates an institutional environment in which a high-quality pre-trial stage directly enhances the enforceability of the results achieved and the confidence of foreign investors.

Prospects for further research. Further study is required of the empirical practice of the claim work of legal departments; the benchmarking of the performance indicators (KPI) of pre-trial settlement; the sectoral features of claim work (supplies, construction, services); and the influence of digitalization and LegalTech instruments on the time limits and effectiveness of dispute settlement.

Independent attention is deserved by the comparative-legal analysis of escalation clauses in the practice of the leading arbitration centers, the assessment of the consequences of Uzbekistan's possible accession to the Singapore Convention on Mediation, and the development of sectoral standards and training programs for corporate lawyer-mediators.

Thus, the transformation of claim work into a standardized, evidence-supported, and technological business process meets both the interests of the individual company and the strategic task of enhancing the predictability of business transactions and the investment attractiveness of the legal environment of the Republic of Uzbekistan.

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