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“Ўзбекистонда илмий тадқиқотлар: Даврий анжуманлар:” [Тошкент; 2022]

“Ўзбекистонда илмий тадқиқотлар: Даврий анжуманлар:” мавзусидаги республика 46-қўп тармоқли илмий масофавий онлайн конференция материаллари тўплами, 30 ноябрь 2022 йил. - Тошкент: «Tadqiqot», 2022. - 15 б.

Ушбу Республика-илмий онлайн даврий анжуманлар Ўзбекистон Республикасини ривожлантиришнинг бешта устувор йўналишлари бўйича Ҳаракатлар стратегиясида кўзда тутилган вазифа - илмий изланиш ютуқларини амалиётга жорий этиш йўли билан фан соҳаларини ривожлантиришга бағишланган.

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ҲУҚУҚИЙ ТАДҚИҚОТЛАР ЙЎНАЛИШИ

THE NEED TO REFORM THE ORGANIZATIONAL AND LEGAL FORMS OF CONDUCTING JOINT ACTIVITIES IN THE REPUBLIC OF UZBEKISTAN

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ANNOTATION

This article carefully analyzes organizational and legal forms of legal entities listed in the draft Civil Code of the Republic of Uzbekistan. Moreover, the article presents the problems related to the existing organizational and legal forms of legal entities as well as the directions providing the ways of eliminating those problems, specified in the Concept of the Development of Civil Legislation. Additionally, the article evaluates the shortcomings of the existing types of business partnerships, their actuality and the accordance of the legal nature of business partnerships with the modern requirements of carrying out an entrepreneurial activity. In addition, the article characterizes the special features and advantages of a limited partnership, developed in foreign countries as well as studies the opinions of national and foreign authors. Furthermore, this article contains proposals for reforming the legal status of business partnerships based on the experience of the UK and the US in regulating limited partnerships.

Key words: limited partnership, Concept, draft Civil Code, special partnership, full partnership, general partner, limited liability, two-stage taxation.

The development of entrepreneurship and investment activity, specified in the Strategy of actions on five priority directions of development of Uzbekistan in 2017-2021 years as the primary goal requires the reform of national legislation and implementation of current legal trends of entrepreneurial activity [1, clause 3.1. direction III].

The Concept of reforming the Civil Legislation of the Republic of Uzbekistan (hereinafter referred to as the Concept) provides a number of reasons indicating that the current version of the Civil Code does not meet the requirements of modern business and investment activities. In particular, the Concept defines that the Civil Code retains outdated legal institutions, as well as organizational and legal forms of legal entities that do not exist in the legal systems of developed countries with market economies. Moreover, the Concept provides that there is an unreasonably large number of organizational and legal forms of legal entities that are similar to each other and consist of a mixture of rules borrowed from other organizational and legal forms [2, paragraph 9 of the Preamble of the Concept].

Taking into account these major deficiencies in our national legal system, and in order to eliminate them and bring Civil code in line with modern trends of development of the private law, paragraph 5 of the second direction of the Concept implementation consists the task of optimization of organizational and legal forms of legal entities as well as the elimination of legal forms, similar to each other and not gained widespread use in the market.

In this regard, the Ministry of Justice of the Republic of Uzbekistan has developed a draft Law of the Republic of Uzbekistan "On Approval of the Civil Code of the Republic of Uzbekistan" and posted on the official portal for discussion of draft normative legal acts on February 10, 2021 (<https://regulation.gov.uz/ru/d/29059>).

This draft law provides for almost all the changes enumerated in the main areas of implementation of the Concept, including and not limited to the separation of legal entities of private law and public law, the introduction of the concept of public companies and the definition of a corporate contract. However, after analyzing the present draft of the Civil Code, it should be noted that the task specified in paragraph 5 of the second direction of the Concept



implementation did not find its full reflection in the course of the project development. Because the organizational and legal forms of legal entities such as full partnerships have not been abolished or commandite partnerships have not been reformed by means of the introduction of other forms of joint business activities, despite the fact that these forms of legal entities have not gained widespread use among business people in our country.

Professor O. Okulov supporting the above mentioned says that some conceptual assumptions have been committed during the development of the draft Civil code related to the instructions of the closed list of the types of legal entities [3, page 7]. Agreeing with the author, we can admit that the current development trend of entrepreneurship requires the improvement of the legal status of organizational and legal forms of legal entities, in particular making them more flexible for the effective regulation of relations between business entities.

The Decree of the President of the Republic of Uzbekistan "On additional measures to improve the mechanisms for financing projects in the field of entrepreneurship and innovation" No.5583 dated on November 24, 2018 [4, paragraph 7] provides that the Agency for the Development of the Capital Market has been instructed to develop and submit for the consideration of the Government a draft Law "On Partnerships". Taking into account the problems listed in this regulatory document related to the inefficiency of doing business and the existing barriers to attracting investment, as well as analyzing the ways to resolve them, it can be assumed that "partnerships" mean "limited partnerships", which have found their wide development in the UK and the USA. It is also of great importance to mention the fact that there is an analogue of "limited partnership" in the legislation of the Republic of Uzbekistan - a commandite partnership, which, unfortunately, is not popular in our country due to its unattractiveness for entrepreneurs and investors.

According to E. A. Sukhanov, partnerships as associations of persons bearing unlimited personal property liability for common obligations were historically the first forms of corporations. At the same time, in many Western European legal systems, they still do not have full legal personality, being legal entities of commercial law, but not independent subjects of civil law. This applies both to commercial partnerships (full, unspoken and on faith, or commandite) and to civil law partnerships (simple partnerships, or joint activity agreements). However, according to Russian civil law, full and commandite partnerships, in contrast to simple partnerships, have traditionally been recognized as legal entities [5, page 60].

As the author Kholmiraev U. P. notes in his article, due to the peculiarities of the regulation of legal entities and taxation, the structure of business partnerships of the Republic of Uzbekistan does not allow business entities to effectively combine labor and capital, as well as to develop investment mechanisms, especially mechanisms of collective investment [6, page 74].

According to the author Christopher Charter, limited partnerships, gaining wide development in the UK and the USA due to their flexibility in creating, managing and implementing business activities, are one of the most preferred forms of doing business and investment activity. The author also notes that, being not legal entities, limited partnerships similar to limited liability partnerships are considered as full subjects of trade and investment relations [7, page 3].

It should be noted that in general, the form of doing business in the form of partnerships is quite developed in foreign countries such as Germany (Gesellschaften) or the United Kingdom and the United States (Partnerships, limited partnerships). However, as specified in the Civil Code of the Republic of Uzbekistan [8, Articles 60, 61] and the Law of the Republic of Uzbekistan "On business partnerships" No. 308-II dated on December 6, 2001 [9], full and commandite partnerships are not used in business activities. As evidence of the abovementioned, it can be noted that as of December 01, 2018, there are only 186 business partnerships, while the number of partnerships in Germany exceeds 260 thousand, and the number of partnerships in the United States exceeds 7.4 million.

Our analysis shows that business partnerships created in the form of a full or kommandit partnerships are not widely used in market relations because of the following reasons:

- first, business partnerships are legal entities, which means complex procedures for creating or liquidating a business entity, preparation of a number of documents as well as compliance with the rules for providing regular reporting;
- secondly, being legal entities, business partnerships are subject to taxation in accordance with the procedure provided for legal entities, in particular, this means paying corporate income



tax and tax on dividends when distributing profits to their participants, as well as other taxes provided for by the Tax Code of the Republic of Uzbekistan [10, Section XII]. This means the taxation of profits in double amounts - when the partnership itself receives income, and when its participants receive income;

- thirdly, only individual entrepreneurs and commercial organizations can be participants in a full partnership and full partners in a commandite partnership, while legal entities and individuals can be investors in a commandite partnership. This, in turn, makes a full partnership, in particular, an absolutely unattractive form of doing business for potential investors-individuals or legal entities.

- fourth, a person may be a member of only one full partnership or may be a general partner in only one commandite partnership. Moreover, a member of a full partnership may not be a full partner in a commandite partnership, and a full partner in a commandite partnership may not be a partner in the same partnership and a member of another full partnership. In other words, it is not possible for an investor or other interested entrepreneur to invest in several partnerships at the same time and make a profit from them. Furthermore, this restriction does not allow one to create several venture funds at the same time, which in turn creates obstacles to the development of startups;

- fifth, the requirement for participants in a full partnership to jointly and severally bear subsidiary liability of its assets in the obligations of the partnership, and, for a participant who retired from the partnership to meet the obligations of the partnership arising before the date of its disposal, along with the remaining members within two years from the date of approval of the report on activities of the partnership for the year in which he retired from the partnership, makes this form of partnership is even less attractive to investors;

- sixth, the participant of the partnership has the right to withdraw from it by declaring his refusal to participate in the partnership, which in turn, in many cases, may be unprofitable for investors in a commandite partnership who have made investments with the intention of obtaining a long-term profit.

Taking into consideration the aforementioned, despite the fact that a commandite partnership is an analogue of a limited partnership, which has gained widespread use in foreign countries, statistics and business practice indicate that neither entrepreneurs nor potential investors prefer to choose this form for doing business in our country.

The main reason that a limited partnership is very popular among investors, especially investors-individuals and companies interested in small and medium-sized businesses, who prefer to make a contribution and make a profit without directly participating in business activities, remains in its following features:

- Firstly, a limited partnership is not a legal entity, but according to Article 105 of the Unified Limited Partnerships Act of United Kingdom, it acts as a business entity, acquires property and non-property rights, and becomes a party to legal proceedings [11, Article 105]. This allows investors to carry out business activities without performing a certain number of procedures for creating a legal entity;

- secondly, a limited partnership, according to Article 4 of the Limited Partnership Act of 1907, must have general partners with unlimited liability and partners with limited liability, which is also one of characteristics of a commandite partnership [12, Article 4];

- third, management in a limited partnership is carried out by the general partner having fiduciary duties and subsidiary responsibility, which is highly beneficial for individuals and legal entities intending to make investments and make profits without having to directly participate in business activities;

- fourth, investors and entrepreneurs mostly choose this form of partnership due to the absence of a double taxation system, that is, the profit received in the course of entrepreneurial or investment activities of the partnership is subject to taxation only after the distribution of income to partners in the amount proportional to their contributions [13, pages 211-225];

- Fifth, the management of a limited partnership provides for flexibility in decision-making process in the conduct of the general affairs of the partners, that is, the main provisions will be regulated by the partnership agreement and others.

Taking into account the above mentioned, we consider it appropriate to note that a limited partnership is the most attractive form of doing business for investors, which, due to its flexibility,



can even be used to finance venture projects.

Based on the above arguments and the analysis of the inefficiency of business partnerships existing in our legislation, as well as the study of positive foreign experience, we consider it necessary to revise the proposed draft of Civil Code of the Republic of Uzbekistan with the aim of the optimization of the organizational and legal forms of legal entities and the abolition of ones having not gained widespread use in market relations. In particular, it is suggested to:

a) reform the current structure of business partnerships, such as limited partnerships, taking into account the requirements of modern business and potential investors, by introducing the positive foreign experience of the UK and the USA related to the regulation of the activities of limited partnerships. Within the framework of this suggestion, we consider it appropriate:

- to cancel the requirement for a kommandit partnership related to the mandatory form of establishment as a legal entity;

- to make appropriate amendments to the Tax Code on the abolition of the double system of taxation of the profits of business partnerships, and to establish the procedure for taxation only at the level of the partners;

- to abolish the requirement that a person may be a full partner in only one commandite partnership with the aim of expanding the scope of the commandite partnerships in the regulation of venture and investment activities;

- to improve the management procedure in a commandite partnership, taking into account the positive aspects of managing affairs in a limited partnership;

- in pursuance of the tasks for the development of the Law of the Republic of Uzbekistan "On partnerships" and taking into consideration the existence in our legislation the analogue of a limited partnership, to improve the Law of the Republic of Uzbekistan "On business partnerships" with regard to its compliance with the current trends of the regulation of the limited partnership in accordance with the laws of the UK and the USA.

b) to abolish such a type of business partnership as a full partnership due to the fact that this form of conducting joint activities is practically not widespread in market relations, and is not attractive and effective to meet the requirements of the investors.

Taking into account the above-mentioned arguments and proposals will undoubtedly lead to the elimination of a significant number of existing problems related to the low level of attracting foreign investment, the development of venture and other investment projects, as well as the conduct of entrepreneurial activities in accordance with modern business requirements.

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SHARTNOMAVIY-HUQUQIY MUNOSABATLARDA FAKTORING SHARTNOMASIDAN FOYDALANISHNING O‘ZIGA XOS JIHATLARI VA AFZALLIKLARI

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ANNOTATSIYA: Ushbu maqolada faktoring shartnomasining mazmun-mohiyati, taraflarning huquqlari va javobgarligi masalarini tahlil qilish orqali ushbu turdagi shartnomalarning o‘ziga xos jihatlari ochib beriladi. Shuningdek, mazkur turdagi shartnomalardan foydalanishda milliy va xorijiy tajribadan kelib chiqib tegishli tavsiyalar beriladi.

KALIT SO‘ZLAR: Faktoring, pul talabnomasi, kreditor, qarzdor, moliya agenti, sessiya, pul talabnomasi, resursli va resursiz faktoring

Faktoring (*talabdan boshqa shaxs foydasiga voz kechish shartnomasi*) agarda qonun hujjatlaridan, shartnomaning mazmuni yoki mohiyatidan boshqacha hol anglashilmasa, haq evaziga tuzilgan shartnoma hisoblanib haqdorning o‘ziga tegishli bo‘lgan pul talabnomalarini uchinchi tomonga moliyalash evaziga sotishi hisoblanadi. Ya’ni kreditor qarzdordan talab qilib olishi mumkin bo‘lgan pul mablag‘larini olishni va unga egalik qilishni moliya agentiga topshiradi, va buning evaziga moliya agenti kreditorga pul mablag‘larini berish majburiyatini oladi.

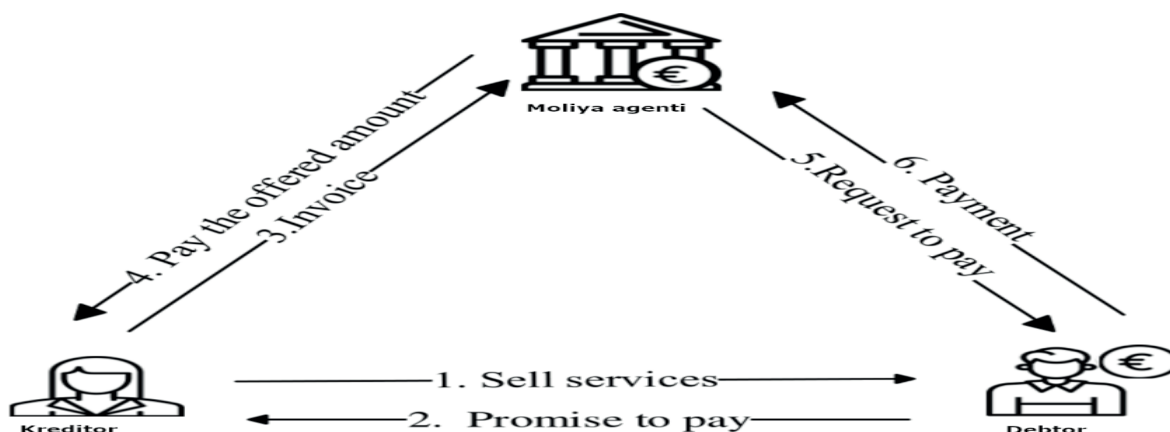
O‘zbekiston Respublikasining Fuqarolik kodeksining 749-moddasiga muvofiq, pul talabnomasidan boshqa shaxs foydasiga voz kechish evaziga moliyalash shartnomasi bo‘yicha bir taraf (moliya agenti) ikkinchi tarafga (mijozga) shu mijozning (kreditorning) uchinchi shaxsga (qarzdorga) tovarlar berishidan, uning ishlarini bajarishidan yoki unga xizmatlar ko‘rsatishidan kelib chiqadigan pul talabnomasi hisobidan pul mablag‘larini beradi yoki berish majburiyatini oladi, mijoz esa moliya agentiga ushbu pul talabnomasini beradi yoki berish majburiyatini oladi[1]. Pul talabnomasidan boshqa shaxs foydasiga voz kechish fuqarolik huquqida “sessiya” deb ham ataladi.

Nyu York shahridagi Cornell universiteti professorlari “*Faktoring pul aylanmasining tezlashtirish masqsadida, haqdorning invoice (pul talabnomasi) ni moliyalovchiga uning asl qiymatidan pastroq narxda sotishi. Tashqi moliyalash*” deb ta’rif bergan [2].

Shuningdek, AQShdagi eng yirik faktoing kompaniyalardan biri “RTS financial” ning prezidenti Martin Rayan “*faktoring – uzoqroq muddatda olinishi kerak bo‘lgan pul mablag‘larini ma’lum haq evaziga tezroq olish*” deb ta’rif bergan [3].

Pul talabnomasidan boshqa shaxs foydasiga voz kechish evaziga moliyalash jarayonida:

1. **Moliya agenti** - pul talabnomalarini asl qiymatidan pastroq qiymatda sotib oluvchi
2. **Mijoz** – tovarlar, xizmatlar va ma’lum ishlarni bajarishdan kelib chiqadigan pul talabnomalariga egalik qiluvchi. Mijoz yuridik yoki jismoniy shaxs bo‘lishi mumkin.
3. **Debtor** – ko‘rsatilgan xizmatlar, olingan tovarlar va bajarilgan ishlar uchun pul to‘lashi lozim bo‘lgan tomon. lar ishtirok etadi. Faktoring jarayoni quyidagi ko‘rinishni oladi:





1. Kreditor xizmat ko'rsatadi.
2. Debtor to'lash majburiyatini oladi.
3. Kreditor to'lov talabnomasini moliya agentiga beradi.
4. Moliya agenti kelishilgan pulni kreditorga beradi
5. Moliya agenti qarzdordan pulni talab qiladi
6. Debtor moliya agentiga to'lovni amalga oshiradi

Bunday tizimdan asosiy maqsad biznes yurituvchi kompaniyalarning faoliyati uchun muhim bo'lgan pul aylanmasini tezlashtirish bo'lib, ish haqlari, soliqlar va ishlab chiqarish uchun zarur bo'lgan turli uskunalar xaridi uchun kechiktirib bo'lmaydigan to'lovlarni amalga oshirish uning yana bir muhim vazifasi hisoblanadi.

Pul talabnomasidan boshqa shaxs foydasiga voz kechish evaziga moliyalash shartnomasining **resursli va resurssez** turlari mavjud:

Resursli faktoring shartnomasida kreditor to'lov bilan bog'liq muammolar (qarzdorning bankrotlik holati, pulni to'lamasligi, kam to'lashi yoki ko'rsatilgan xizmat bo'yicha qarzdor tomonidan sudga da'vo arizasi kiritilishi munosabati bilan to'lov kechikishi) bo'lgan holda moliya agenti ushbu pul mablag'ini kreditordan undirib olish huquqiga ega bo'ladi

Resurssez faktoring shartnomasida esa moliya agenti risklarni qabul qiladi va qarzdor bilan bog'liq yuqoridagi muammolar sodir bo'lsa ham undiruvni kreditorga yuklamaydi.

Shu bilan birga, ushbu faktoring shartnomasida moliya agenti majburiyatlarini ko'rsatib o'tilishi mumkin. Xususan, moliya agenti yangi kreditor maqomini oladi va bu unga quyidagicha majburiyatlar yuklaydi:

- Litsenziya asosida faoliyat yuritish
- majburiyat bo'yicha talab qilish huquqlarni qabul qilib olish
- qarzdorni bu haqda yozma ravishda xabardor qilish
- kreditorga kelishilgan muddatda pul mablag'larini o'z vaqtida topshirish
- agar mijoz qarzdor oldidagi majburiyatlarini bajarmagan bo'lsa, va buni bila turib qarzdordan to'lovni undirgan bo'lsa ana shu pul mablag'ini qaytarish kabi majburiyatlarga ega.

Moliya agentining yuqoridagi va faktoring shartnomasida keltirilgan majburiyatlarni bajarmaslik majburiyatlarni bajarmaganlik uchun javobgarlikni keltirib chiqaradi va Fuqarolik kodeksining 324-339-moddalariga asosan tartibga solinadi.

O'zbekiston Respublikasida faktoring xizmatini asosan banklar taklif etadi. Misol uchun, Ipoteka banki tomonidan taklif qilinadigan faktoring shartnomasi milliy valyutada amalga oshiriladi. Bunday shartnoma tuzilganidan keyin to'lov talabnomalari bo'yicha to'lov summasining 90 foizidan ko'p bo'lmagan summada mijozga pul mablag'lari beriladi. Ya'ni to'lov talabnomasi bo'yicha qarzdor 100 million so'm to'lashi kerak bo'lsa, Ipoteka banki to'lov talabnomasini mijozlaridan 90 million so'm evaziga sotib oladi.

Boshqa bir bank SQB esa faktoring shartnomasini ham milliy valyuta, ham xorijiy valyutada taklif qiladi. Shartnoma summasining 85% miqdoridan oshmagan miqdorda pul mablag'ini o'z mijozlariga to'lab beradi. Sanoat qurilish Banki taklif qilgan shartnoma resursga ega bo'lmagan faktoring shartnomasi bo'lib, agar qarzdor pulni 180 kun ichida to'lamasa SQB pul mablag'ini mijozidan qaytarib oladi.

Qiyoslaydigan bo'lsak bu qiymat Qo'shma Shtatlarda o'rtacha 90 – 95 % ni tashkil qiladi.

Faktoring shartnomasi bo'yicha jahon tajribasi kengroq bo'lib bu bilan bo'g'liq ko'plab sud ishlari bo'lib o'tgan. Ulardan biri:

1. 2022-yil 15 noyabrda AQSH Adliya departamenti (Department of Justice District of Minnesota) tomonidan chiqarilgan sud qarori bo'lib, unda keltirilishicha “MD Capital Solutions” (moliya agenti) “Global Medical Services” (mijoz) ni sudga bergan.

(Minneapolis Woman Indicted for Orchestrating Multimillion-Dollar Accounts Receivable Factoring Scheme, PPP Loan Fraud)

Bunga sabab esa “Global Medical Services” tomonidan taqdim etilgan to'lov talabnomalarning haqiqiy emasligi edi. “Global Medical Service” ijrochi direktori Khemwattie Singh moliya agentidan olingan pullarni (2.6 million dollar) Marokashda joylashgan offshore kompaniya xisob raqamiga o'tkazib yuborgan. Ushbu vaziyatda Minnesota Shtati Iqtisodiy Jinoyatlarga qarshi kurash departamenti tomonidan tergov o'tkazilib, Khemwattie Singh jinoiy javobgarlikka tortilgan [4].

2. Yana bir sud qarori “ACES TRANSPORT” va “RTS FINANCIAL” ishi yuzasidan qabul



qilingan.

(ACES TRANSPORT, L.L.C. v. RTS FINANCIAL SERVICES)

Unga ko‘ra “Aces transport” (mijoz) tuzilgan faktoring shartnomasini boshqacha tahlil qilgan, ya‘ni mijoz berilgan har bir pul talabnomasining 2.5% i emas, balki har oyda ja‘mi talabnomalarning 2.5% i miqdoridagi pulni moliya agentiga berilishi lozim deb tushunadi. Garchi RTS Fincancial pullarni faktoring shartnomasi orqali bergan bo‘lsa ham, aslida u qarz shartnomasi mazmunida tuzilgani ham sudda ko‘rib chiqilgan. Sud bu ishni ko‘rib, shartnoma mazmunini tahlil qilgan va “RTS financial” foydasiga hal qiluv qarorini chiqargan [5].

3. Boshqa bir sud jarayoni “BHL” (mijoz) va “Leumi ABL Limited” (faktor) o‘rtasida 2017-yil iyul oyida bo‘lib o‘tgan sud ishidir.

(BHL v. Leumi ABL Limited: Collection Fees Charged Under Factoring Agreements)

Unga ko‘ra mijoz kelishilgan pullarni olgandan keyin moliya agentiga to‘lov talabnomalarni 7 kun ichida yetkazib bermagan. Buning natijasida Moliya agenti muddati o‘tganidan keyin qabul qilib olingan to‘lov talabnomasi uchun kelishilgan 4% like mas, balki 15% komissiya haqi olib qo‘lishini ma‘lum qiladi. Bu ish London sudida ko‘rib chiqiladi va moliya agenti tomonidan joriy qilingan 15% li komissiya qonuniy emas deb topiladi. Bunga sabab esa, faktoring shartnomasida bunday bandning yo‘qligi hamda muddat o‘tib ketganidan keyin topshirilgan to‘lov talabnomasi uchun Birlashgan Qirollikda boshqacha qoidalar qo‘llanilishi ko‘rsatib o‘tilgan [6].

Xorijiy davlatlar tajribasidan kelib chiqadigan bo‘lsak faktoring shartnomasi kichik va o‘rta biznesning pul aylanmasini tezlashtirish va ularning to‘lovga qobilyatlilik darajasini oshirish uchun juda muhimdir. Ko‘plab yangi ochilayotgan tadbirkorlik subyektlarining bankrotlik holatini oldini oladi, va shu bilan birga ishlab chiqarish (xizmat ko‘rsatish) ni ham kengaytirish uchun mablag‘ga ega bo‘ladi. Ya‘ni kreditor va qarzdor o‘rtasida tuzilgan shartnomaga ko‘ra qarzdor to‘lovlarni bo‘lib bo‘lib to‘lashi, yoki ma‘lum muddatdan keyin to‘lashi mumkin. Lekin tadbirkorlik subyektlari faoliyati uchun esa mablag‘ zarur va bu mablag‘larni moliya agentidan faktoring shartnomasi orqali olish imkoni bor. Yana bir ahamiyatli tarafi shundaki davlat bu orqali soliqlarni o‘z vaqtida yig‘ib olishi mumkin, va bu orqali boshqa sohalarga o‘z vaqtida mablag‘ ajrata oladi. Kichik va o‘rta biznes subyektlari sonining ko‘payishi sharoitida faktoring shartnomalari va moliya agentlari pul aylanishini ta‘minlashda, soliqlar undirishda va turli to‘lovlarni o‘z vaqtida amalga oshirish muhim rol o‘ynaydi.

Foydalanilgan adabiyotlar ro‘yxati:

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ЎЗБЕКИСТОНДА ИЛМИЙ ТАДКИКОТЛАР: ДАВРИЙ АНЖУМАНЛАР: 1-ҚИСМ

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