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Current issues of civil contracts concluded between citizens and economic entities of the state

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Article's History:**Abstract**

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The aim of the study was to identify current challenges in the performance of contractual obligations by the parties to civil contracts in the context of the Kyrgyz Republic. To achieve this aim, an online survey was administered to 100 respondents aged over 18 with experience of entering into civil contracts with economic entities of the state. The data revealed that civil contracts were most frequently concluded with banks (56%), state institutions (42%), utility services (17%) and landlords (16%). In most cases, contracts were signed without the involvement of legal experts and were preceded by independent examination of the proposed terms (62%). More than half of the respondents (51%) admitted that their knowledge was insufficient to objectively assess the quality of the proposed conditions. Superficial acquaintance with, or complete disregard of, contractual terms often resulted in breaches of contract, with successful litigation recorded in only 11% of cases reviewed. One in four respondents (26%) did not know, where to turn in the event of an infringement of their rights, while one in three (31%) knew but preferred not to approach the relevant authorities. Responses to open-ended questions helped to highlight the most pressing issues relating to civil contracts concluded between citizens and state economic entities: weak legal protection of citizens, formalism and bureaucracy in judicial and executive systems, insufficient digitalisation of contract processes, low levels of legal literacy among the population, limited access to pre-trial and judicial remedies, non-enforcement of court decisions, and challenges in the areas of tenancy and privatisation. Strategies proposed to address these problems included improving legal literacy, strengthening legal discipline, developing alternative dispute resolution mechanisms, enhancing legislation, reinforcing enforcement of judicial decisions, introducing anti-corruption measures within the justice system, and implementing digital solutions

Keywords: legal literacy; legal protection; digitalisation; bureaucracy; pre-trial settlement; standard contract; electronic digital signature

Introduction

Civil contracts form the foundation of legal relations between citizens and economic entities, ensuring legal certainty and predictability in the fulfilment of obligations. In the Kyrgyz Republic, the development of a market economy had been accompanied by a rise in the number of such contracts, which in turn necessitated improvement of the regulatory framework. However, practice showed that existing legislation faced a range of problems, including insufficient standardisation of contract terms, regulatory gaps, and low levels of legal literacy among the population. These shortcomings adversely affected contractual relations,

leading to an increase in litigation. According to M.H. Almajali *et al.* (2024), civil contracts were the most common form of legal act in the sphere of special law, as it viewed as a system conducive to progress in various areas of activity. O. Moroz (2020) identified several features of civil contracts, including voluntariness of conclusion, consensuality, equality of the parties, and legal force. Researcher also emphasised that a civil contract retained legal force regardless of whether it was concluded orally or in writing. J.A. Vogel *et al.* (2024) classified the most common types of civil contracts: sale and purchase, lease, contract

work, services for remuneration, gift, tenancy, energy supply, credit, loan, and licence. The structure of contracts may vary depending on their type. T.B.A. Duong *et al.* (2023) discussed changes in the structure of contracts in specific sectors, such as construction, as a response to sectoral development and emerging challenges.

Scientist S. Rajeev (2023) highlighted the advantages of contracts, including legal protection of the parties, clear recording of cooperation terms, guarantees of performance, as well as transparency and accountability. M.N. Haikal & S. Mahmudah (2024) argued that the emergence of new tools, such as digital signatures, strengthens the system of civil contracts. The authors noted progress in creating opportunities and infrastructure for the use of electronic signatures in diverse transactions, including purchase and sale, management of receivables, and other agreements. N.K. Martam (2024) expressed a similar view, stating that digital signatures provided efficiency, flexibility, and convenience for contractual parties. Thus, civil contracts were seen as a means of safeguarding and securing the parties. Despite these advantages, the conclusion and execution of civil contracts were nonetheless associated with certain difficulties. According to T. Pulatov (2025), the key challenges were poorly drafted contracts and the absence of effective mechanisms to monitor performance. Scientist recommended consistent integration of legal theory with technological design, combining human interpretation of contractual terms with automated execution. C. Kontos *et al.* (2024) stressed that the emergence of new tools for contract conclusion and performance entailed addressing technical, social, and ethical challenges, including ensuring the security of parties using digital signatures in civil contracts.

Overcoming these challenges effectively also required an examination of the most frequent causes of contract breaches. According to the Supreme Court of the Kyrgyz Republic (n.d.), 38%

of civil cases concerned breaches of contractual obligations, including delays in performance, unilateral refusal to comply with terms, and ambiguous contractual wording. J. Jastrzębski (2023) found that a key reason for breaches lain in the divergence between concepts of liability in civil and general law. Based on systematic, structural, dialectical, historical and formal analysis of the Civil Code of the People's Republic of China, Q. Qi *et al.* (2023) concluded that premature withdrawal from a contract by one party was the principal cause of termination. A. Gazybekova *et al.* (2024), analysing civil contracts in the Kyrgyz Republic, found that lengthy registration processes and insufficient transparency were the main reasons for termination. The analysis also pointed to an insufficient number of studies on the implementation of civil contracts in Kyrgyz Republic. Some of the reviewed works were also outdated, failing to reflect key technical, social, ethical and other changes in the conclusion and execution of civil contracts. The purpose of this study was to examine the current problems of civil contracts concluded between citizens and economic entities in the Kyrgyz Republic. The research objectives were to identify the most pressing issues in the implementation of civil contracts, determine the causes of these problems, and develop strategies for overcoming them.

Materials and Methods

The study relied on responses from an online survey on the features of concluding and executing civil contracts between citizens and state economic entities. The survey was conducted in 2025 among 100 respondents ($n = 100$), who met the following selection criteria: aged at least 18; resident in the Kyrgyz Republic for the past five years; experience of concluding civil contracts with state economic entities; and provision of informed consent for data collection and processing. Exclusion criteria included lack of relevant experience and refusal to provide consent.

The survey was conducted in compliance with the Code of Ethics of the American Sociological Association (1997). Anonymity and confidentiality of the participants' data were guaranteed. Participants were recruited through announcements in targeted groups on Facebook and LinkedIn. Additional recruitment was carried out through local forums and platforms, including Limon.kg (n.d.), Kaktus.media (n.d.) and 24.kg (n.d.). The announcements contained brief information on the purpose and objectives of the study and eligibility requirements, participation was anonymous, voluntary and unpaid. Candidates, who agreed to these conditions received a link to the online survey form hosted on Google Forms. The form was launched on the day the announcements were posted and remained active for 21 days. At the end of this period, the form was closed, making it impossible to add or amend responses. The data obtained were analysed using Microsoft Excel. The questionnaire comprised 16 questions divided into the following categories: General Information About Respondents (age, education level, type of employment); Experience of Concluding Civil Contracts (types and forms of contracts entered into); Awareness and Legal Literacy (factors preceding the signing of contracts); Violations and Problems (common scenarios in concluding and executing contracts). A separate section entitled Respondent's Opinion aimed to capture public trust in civil contracts. In addition to multiple-choice questions, this section included open-ended questions designed to identify reasons preventing citizens from actively using contracts and to suggest measures that could improve transparency

and protection of contracting parties. The responses were subsequently used to formulate recommendations for addressing the pressing issues in concluding and implementing civil contracts between citizens and state economic entities.

Results

Features of concluding and implementing civil contracts between citizens and state entities

An analysis of respondents' demographics revealed that the overwhelming majority (63%) were aged between 36 and 50. Almost all (90%) had completed compulsory secondary education. More than half (52%) also had vocational secondary education, while one in five (21%) had higher education. The data suggested that relatively high educational attainment influences the quality of decision-making, when signing contracts with state economic entities. In terms of employment, most respondents were employees (57%) or entrepreneurs (29%). Students, the unemployed and pensioners formed a relatively small proportion of the sample (14%). The second block of questions explored respondents' experiences of concluding civil contracts. They were asked whether they had ever signed such contracts with various organisations – banks, utilities, landlords, construction companies. This question also served as an additional exclusion criterion to ensure that all participants had relevant experience. Three respondents (3%) without such experience were excluded. The remaining participants were asked to select one or more types of organisations with which they most frequently concluded contracts. The results were presented in Table 1.

Table 1. Experience of concluding contracts with economic entities

No.	Economic entity	Respondents with experience, %
1	Banks (credit, mortgage, etc.)	56
2	Utility services	17
3	Landlords	16
4	Construction companies	7
5	State institutions	42

Table 1. Continued

No.	Economic entity	Respondents with experience, %
6	Other	15

Source: developed by the authors

So, the most common scenario was the conclusion of civil contracts with banks, landlords, and utility providers. In the analysed sample, contracts with construction companies were the least common. The responses revealed that only 17% of respondents had experience of signing contracts with utility providers. This statistic contradicted the fact that the overwhelming majority of respondents were users of utility services. The contradiction can be explained by the fact that contracts with utility providers often took the form of public offers – that was, it was concluded automatically on the basis of using a service. The absence of a written contract may explain, why respondents rarely reported interactions with utilities. This assumption was indirectly confirmed by answers to the question on how often contracts were concluded in written form. According to the responses, 89% of respondents preferred written contracts, signing them always (72%) or sometimes (28%). Oral contracts were preferred by 8%, while 3% could not recall the form of contract used.

Further analysis revealed that the frequency of written contracts does not necessarily correlate with high awareness or legal literacy. This conclusion was drawn from the responses to the Awareness and Legal Literacy block. Respondents were asked how often they read contracts before signing them. While 64% said that always read them, a significant proportion selected “sometimes” (23%), “rarely” (8%), or

“never” (5%). Those, who reported reading civil contracts were then asked to assess their own understanding of the terms. Only half (51%) claimed full understanding; 36% assessed their understanding as partial, while 13% admitted difficulties in interpreting contract terms. These findings pointed to relatively low awareness and legal literacy in concluding civil contracts with economic entities. One way to improve awareness would be to seek legal advice, when signing contracts. However, only 12% of respondents said they consulted lawyers. About half (52%) considered legal assistance unnecessary, while 36% indicated that would be open to receiving such advice before signing. This suggested that over one-third of respondents recognised their own lack of knowledge and would welcome expert help. Respondents were also asked to identify breaches and problems they had faced, when signing civil contracts with economic entities. Breaches were reported by 53 respondents (52%), 62% of whom admitted that they themselves were the party responsible. Those, who had faced breaches were asked to analyse the causes. The most common was misunderstanding of terms, cited by 58%. Other frequent reasons were financial difficulties (16%) and non-performance by the counterparty (19%). Contractual errors were mentioned by 8%. Those, who had faced breaches were then asked to assess whether they had approached courts or other bodies. Results were shown in Table 2.

Table 2. Appeals to courts or other bodies regarding disputes under civil contracts

No.	Response	Respondents, %
1	Yes, successfully	12
2	Yes, but it did not help	31

Table 2. Continued

No.	Response	Respondents, %
3	No, did not know where to go	26
4	No, did not want to get involved	31

Source: developed by the authors

So, only 12% of respondents reported successful appeals to courts or other competent bodies, whereas 31% stated that their appeal did not lead to an effective outcome. Some respondents lacked information, about where to seek assistance in contractual disputes, while others deliberately avoided formal proceedings. These results indicated a low level of confidence in judicial and pre-trial protection mechanisms, combined with insufficient legal awareness among citizens involved in civil contractual relations. In the penultimate section of the questionnaire, respondents were asked to assess their own level of trust in civil contracts as a tool for protecting their rights and to discuss the factors that determined it. It was found that only 21% of respondents fully trust civil contracts, while 47% chose the "rather trust" option. A low level of trust in civil contracts was expressed by 18% of respondents, and 14% reported no trust at all. Respondents, who agreed to assess their trust in civil contracts as a rights-protection instrument were then invited to answer open-ended questions to identify the factors hindering active use of such contracts and the measures that could improve the transparency and protection of the parties. The answers obtained were used to develop recommendations for improving the institution of

civil contracts concluded between citizens and economic entities of the Kyrgyz Republic. In the final part of the study, respondents were asked whether they would like to take a short course or receive a guide on protecting their rights under civil contracts. About half (51%) confirmed the importance of the proposed course or guide, a further 34% selected "maybe", and only 15% rejected the importance of taking an informational course or receiving a themed guide. These data were consistent with the earlier responses indicating a low level of awareness regarding the conclusion and implementation of civil contracts and a desire to raise it through expert support. Thus, respondents' answers provided insight into the current problems in concluding contracts between citizens and economic entities of the Kyrgyz Republic, as well as strategies for overcoming them.

Problems in the implementation of civil contracts in the Kyrgyz Republic

An analysis of responses to the open-ended questions in the separate section Respondent's Opinion identified seven (n = 7) groups of factors affecting the implementation of contractual obligations in the Kyrgyz Republic. The factors identified in the study were documented in Table 3.

Table 3. Problems of civil contracts in the Kyrgyz Republic

No.	Problem	Content
1	Low level of legal protection	In Kyrgyzstan, citizens often lack access to qualified legal assistance, especially in the regions State structures (housing and utilities (ZhKH), architectural planning assignment (APZ), state enterprises) dictate the contract terms. The citizen signs a "template" contract with no possibility of changing the terms

Table 3. Continued

No.	Problem	Content
2	Formalism and bureaucracy	A bureaucratic system is entrenched in state institutions, hindering the effective performance of contracts
		Deadlines for services are prolonged; obligations are not fulfilled due to “technical reasons”
3	Insufficient digitalisation; problems with electronic contracts	Despite the development of the Tunduk (the national public services portal) system and the digitalisation of public services, concluding electronic contracts remains difficult
		The legal status of certain electronic documents and identity verification is unclear
4	Low level of legal literacy among the population	Some citizens do not understand that unfair and unlawful contract terms can be challenged
		The country records instances of contracts with knowingly disadvantageous terms (e.g., high penalties, unilateral price changes)
5	Difficult pre-trial and judicial protection of citizens’ rights	The judicial system is overloaded and sometimes shows dependence on administrative structures
		When a citizen tries to defend their rights, they face delays, excessive formalism, and unpredictability of decisions
6	Non-enforcement of court decisions	Winning a case in court does not always guarantee enforcement of the judgment
		There is insufficient performance by the bailiff service and an unwillingness by state enterprises to comply voluntarily
7	Problems in the sphere of leasing and privatisation	When citizens lease land, assets, or premises from the state, there is a lack of clarity about renewal terms, an increased risk of corruption in allocation, and the likelihood of abrupt changes in the regulatory framework

Source: developed by the authors

Table 3 showed that legal imbalance was one of the key factors behind weak legal protection when civil contracts were signed between citizens and economic entities. The reason for this imbalance was limited access to lawyers and legal information, especially for residents of aimaks and small towns. The lack of information meant that citizens do not always know their rights and agree unconditionally to the terms offered. An illustration of this factor was the signing of a contract with a state entity, for example a utilities enterprise. According to Article 400 of the Civil Procedure Code of the Kyrgyz Republic (2017), such contracts were adhesion contracts, in which one party fully formulated the terms and the other must either accept them or forego the service. An adhesion contract was signed, for example, when a citizen contacted the heating network to connect a house to the system. The contract in this case cannot be edited, does not specify exact

timeframes for remedying emergencies, and does not offer transparent coefficients. Refusing to sign the contract led to the dwelling being disconnected from the heating network, placing the citizen in a deliberately vulnerable position.

Formalism and bureaucracy were also mentioned among the factors affecting the performance of contracts between citizens and economic entities. According to respondents, rigid bureaucratic procedures delay the contracting process and receipt of assistance, with responsibility for delays shifted to technical reasons. Formalism and bureaucracy result in services specified in the contract not being provided or only partially provided. An illustration of the negative impact of formalism and bureaucracy was the difficulty of obtaining state compensation for homeowners affected by landslides, floods, or earthquakes in certain regions, for example in Osh or Jalal-Abad oblasts in April 2024 (UNICEF. Kyrgyzstan, 2024).

After submitting a multi-stage document package, including inspection reports and certificates from the *ayyl okmotu* and the Ministry of Emergency Situations (MES), homeowners sign a contract with the capital construction department. Respondents stated that from submission of documents to signing the contract took on average 6-12 months, during which residents of affected homes were forced to live in unsuitable conditions. If inappropriate wording was found in the inspection reports, homeowners may be refused a contract and compensation.

Insufficient digitalisation and problems with signing electronic contracts also negatively affected citizens' interactions with economic entities (Ketners, 2025). Although the digital infrastructure of the Kyrgyz Republic included various tools, such as the Tunduk (n.d.) public services portal, citizen e-cabinets, e-notary and electronic signatures, their use remained limited by low digital literacy. An illustration of this issue was an attempt to sign a land lease agreement, where the lessee used a digital signature but the lessor does not. In this case, signing a paper contract may be problematic due to its inactive status in the electronic system. According to the survey, the population's low level of legal literacy was one reason for civil contracts that grossly infringed the rights of the parties. Common violations included contracts with hidden penalties, for example, where the tenant was forced to pay a fine for each day of late payment. Kyrgyz Republic also still saw contracts, in which important terms and details were written in small print and go unnoticed by inattentive citizens or those with poor eyesight. Examples of infringements of citizens' rights included terms providing for daily penalty interest for late payment, a company's ability to debit funds from all a client's accounts, and the absence of any right to return goods. Citizens with lower levels of education sign such contracts without knowing that Article 317 of the Civil Procedure Code of the

Kyrgyz Republic (2017) recognised the invalidity of transactions that infringed consumer rights.

In addition to the factors listed, respondents also noted difficulties with pre-trial and judicial protection of citizens' rights. According to the responses, this problem persisted because the country's judicial system was slow and overloaded, making it difficult for citizens to defend their rights. One example provided by respondents was the purchase of a flat in an unfinished building. If construction deadlines were breached, the claimant goes to court, where the case may take 1-1.5 years to consider, during which the paid-for housing remained inaccessible. An even more negative scenario was the developer's bankruptcy, as a result of which the claimant was deprived of compensation for the lost housing. In respondents' view, difficulties with pre-trial and judicial protection were compounded by non-enforcement of court decisions. Analysis of the open-ended responses showed that winning a case in court does not guarantee receiving what the court awarded. This was a systemic problem, whose causes may include poor performance by the bailiff service, resistance from defendants, and the absence of sanctions for evasion of enforcement. An example offered by respondents was an employee bringing a claim to recover wage arrears. The court upheld the claim, and the bailiff service sent the enterprise a demand to settle the debt to the employee. Enforcement of the judgment, however, may be delayed or not carried out at all if the enterprise cites a lack of funds.

Respondents also mentioned problems in the sphere of leasing and privatisation that affected the performance of contractual obligations by citizens and economic entities. Based on the detailed responses, it was concluded that there was no clear and transparent framework for renewing lease agreements. According to some respondents, decisions on renewal and/or changes to lease terms were taken at the level of local

administrations without the involvement of the tenant. Such behind-the-scenes decision-making demotivates tenants, who were then reluctant to invest in improving land plots, buildings, and so on, knowing that renewal may be refused without explanation. From the open-ended responses it became clear that citizens often find themselves in a vulnerable position, when signing contracts with the country's economic entities. This vulnerability was due to a number of external factors, many of which were systemic. A detailed examination

of these factors provided insight into strategies for improving interactions between citizens and state entities.

Strategies for addressing problems in the implementation of civil contracts in the Kyrgyz Republic

Based on the analysis of difficulties, strategies were developed for implementing civil contracts between citizens and economic entities in Kyrgyzstan. The key strategies were documented in Table 4.

Table 4. Strategies for implementing civil contracts concluded between citizens and economic entities

No.	Strategy	Key elements
1	Improving legal literacy among citizens and entrepreneurs	Training seminars, online courses, and awareness campaigns
		Support for advisory centres at government bodies and NGOs
2	Strengthening contractual discipline	Introduction of standard-form contracts, especially in high-volume areas (lease, supply, services, etc.)
		Mandatory specification of enforcement mechanisms: fines, penalties, pledges, guarantees
3	Developing alternative dispute resolution (ADR)	Expansion of mediation, arbitration, and private tribunals
		Introduction of simplified procedures for minor disputes
4	Improving legislation	Updating the Civil Code and introducing new approaches to the drafting and interpretation of contracts
		Clear regulation of electronic contracts and digital signatures
5	Enhancing enforcement of court judgments	Improving the performance of the bailiff service
		Electronic monitoring of enforcement (digitalisation of enforcement proceedings)
6	Anti-corruption measures in the justice system	Increasing transparency of court processes (online access, video broadcasts)
		Strengthening liability for breaches of procedural deadlines and abuse of rights
7	Implementing digital solutions	Platforms for concluding, storing and monitoring the performance of contracts
		Electronic registration of contracts in key areas (real estate, leasing, procurement, etc.)

Source: developed by the authors

Raising the legal literacy of the parties was one of the priority tasks in resolving conflicts related to the performance of contracts between citizens and economic entities. The survey results also showed that respondents supported the idea of information courses, guides, and other activities aimed at increasing awareness of the specifics of concluding and performing contracts between citizens and economic entities. As of 2025, a

number of initiatives to improve legal awareness had been introduced in Kyrgyzstan. One of the most significant was the establishment of a Legal Clinic at the American University of Central Asia (n.d.) to train law students in solving key legal issues. At secondary-school level, public awareness is raised through the "Fundamentals of Law" course taught in years 10-11, with some assignments aimed at practical tasks such

as modelling a sale and purchase agreement. However, these educational initiatives were insufficient and could be supplemented by: developing and disseminating informational materials such as guides, brochures, or infographics; providing online consultations, including via Telegram, WhatsApp and other popular messengers; collaborating with business associations to run large-scale awareness projects; and creating an online library of model contracts with subsequent categorisation, for example “premises lease”, “sale and purchase agreement”, or “deposit agreement”. Creating a catalogue of standard-form contracts would also help strengthen contractual discipline, which at the time of the study remained rather weak. Strengthening contractual discipline was possible, among other things, by articulating counterparty liability for breach of contract terms. Such liability may take the form of fines or penalties. It was anticipated that expanding awareness-raising initiatives will reduce errors, when concluding civil contracts, increase the number of citizens capable of defending their rights independently, and strengthen trust between counterparties. Given the courts’ workload, it was recommended to develop alternative dispute resolution methods, including mediation, arbitration, negotiations involving a neutral party, and conflict management within organisations. Of these, mediation was the most commonly used in the Kyrgyz Republic, with the relevant law adopted in 2018 and amended in 2023 (Law of the Kyrgyz Republic No. 256, 2025). Low public awareness, however, limits the application of this law and increases pressure on the courts. To further develop mediation, it was recommended to conduct outreach among potential counterparties, to train professional mediators, and to broaden the list of matters that can be resolved through this method, such as lease disputes, domestic conflicts, debt recovery, and so forth.

Based on the survey results, it was also recommended to strengthen the enforcement of court

judgments by improving the work of bailiffs and introducing electronic monitoring of enforcement. Efficiency can be increased by expanding the number of bailiffs, as staff shortages lead to months-long delays. According to respondents, enforcing certain judgments, including debt recovery from an individual, can take from several months to several years. Further roll-out of the e-Notarius system was also recommended, enabling the status of court proceedings to be tracked through online platforms. In addition to expanding e-Notarius, other digital solutions could be introduced. One example was the use of smart contracts in the context of land and real estate leases. It was also proposed to develop the country’s digital infrastructure so that portals such as Tunduk portal and E-Salyk were accessible to citizens regardless of whether they live in urban or rural areas. To improve the effectiveness of implementing contracts between citizens and state economic entities, anti-corruption measures within the justice system were recommended. In addition to measures already introduced, such as tracking court decisions via the Digital justice (n.d.) platform, the following changes may be recommended: guaranteeing the independence of the Judicial Selection Council from political influence; monitoring judges’ asset declarations and lifestyles; refining electronic systems to ensure publication of all court decisions without exception; strengthening civic oversight of compliance with court rulings; and holding public hearings in anti-corruption cases. Thus, the purpose of the proposed recommendations was to enhance the effectiveness of interactions between citizens and the country’s economic entities. The effectiveness of such interaction was considered in terms of transparency, accountability, and proportionality of liability for breaches of contractual obligations. It was assumed that improved effectiveness will help increase the level of trust between contracting parties, as well as broader public trust in state institutions and economic entities.

Discussion

The central idea of this study was that breaches of contractual obligations between citizens and economic entities undermine public trust in state institutions. In this work, low public trust was reflected in the fact that 31% of respondents prefer “not to get involved” with certain state institutions (for example, the judicial system), when their rights are seriously violated. The assertion of a link between compliance with contractual obligations and public trust was supported by earlier publications, including R. Mahmud (2021). Based on a survey of 1,440 respondents in Indonesia, the author concluded that an initially high level of public trust and support for state institutions remained stable if previously reached agreements were honoured. J. Ferdous (2024) emphasised a statistically significant positive relationship between the commitment of state institutions to certain democratic ideals and citizens’ trust. According to that researcher, such ideals included transparency and accountability – both of which, in the system of civil contracts, were substantiated as important in this study. D.H. Peters (2024) highlighted that incident in key sectors, such as healthcare, have led to a crisis of public trust. C. Lahusen (2024) noted that in some EU countries trust had reached historical lows, indicating the need to rethink interactions between citizens and certain state institutions and economic entities. Although the recommendations presented here were developed for Central Asian countries, subsequent verification would facilitate their scaling across different economic, political and sociocultural contexts.

Based on the survey results, the study concluded that breaches of contractual obligations often occurred through the fault of economic entities offering contracts for signature without clearly defined timeframes, commitments undertaken, or liability for breach. The relevance of the factors contributing to breaches, as cited in

this work, was also supported by other studies, including Q.H. Nguyen Pham (2024). Analysing the experience of certain Vietnamese construction companies, that expert concluded that political mechanisms influence the performance of construction contracts. A parallel was drawn between Q.H. Nguyen Pham’s (2024) work and the present study, in which specific political mechanisms – for example, unilateral decisions on lease renewal – were considered as reasons for breakdowns in interactions between citizens and economic entities. F. Parisi *et al.* (2024) and X. Li *et al.* (2024) stressed that the absence of effective accountability mechanisms made breaches of contractual obligations a systemic problem that undermined a society’s economic development. M. Al Hafiz & Sukirno (2024), and A. Romero & D. Esenarro (2024), proposed tightening counterparty liability as a means of addressing contractual breaches. According to M. Loewe *et al.* (2025), clear criteria for liability for non-compliance with contractual terms foster more effective interaction between counterparties. This conclusion aligned with the recommendation in the present work to strengthen the enforcement of court decisions, including through electronic monitoring. Electronic monitoring guarantees transparency in the performance of contractual obligations and in liability for non-performance. O. Karaman *et al.* (2026) analysed the development of the digital educational environment and its impact on specialist training, highlighting skills relevant for managing and assessing legal documents, including contracts between citizens and business entities. Researchers emphasised the role of automated knowledge assessment, which created opportunities to integrate practical exercises involving the analysis of civil legal transactions into educational programmes. V. Bondarenko *et al.* (2022) examined methods for developing the professional competence of patrol police officers, including simulated situational tasks that can

model scenarios of legal relations between citizens and business entities. The authors stressed the importance of practical exercises that train skills in analysing and applying rules governing civil contracts and legal transactions.

These results were in line with recent Kyrgyz research that highlighted how the digital transformation of contractual and judicial processes was becoming increasingly important to the success of civil-law relations. B. Makembaeva (2023) demonstrated that increased procedural transparency, quicker access to case information, and the modernisation of court administration were all associated with the digitisation of the Kyrgyz Republic's judiciary. In a similar vein, A. Maralbaeva (2024) contended that although this process was still constrained by organisational, legal, technological, and pedagogical obstacles, the shift from discrete ICT tools in courts to an integrated digital justice portal was essential for enhancing access to justice. In the area of private-law relations, A. Askar (2025) also pointed out that more precise regulation of electronic contracts, digital signatures, automated transactions, and online registries was necessary as civil-law relations become more digital. These investigations corroborated conclusion that people's capacity to enter into, oversee, and enforce contracts with economic organisations was weakened by limited digitalisation and ambiguous technological procedures. Therefore, in addition to being a technical reform, the creation of easily accessible digital platforms, legally recognised electronic contracts, and transparent online monitoring mechanisms should be seen as a way to improve institutional trust, legal certainty, and the practical protection of citizens' contractual rights (Zhyvko *et al.*, 2022). M. Blikhar *et al.* (2023) pointed out the shortcomings of the regulatory framework and the low effectiveness of measures, which create risks for the stability of concluding civil contracts in commercial and private relations.

The use of various electronic platforms was considered in this study as a way to enhance the effectiveness of implementing contractual obligations between citizens and economic entities. The suitability of recommending digital solutions was supported by earlier research, including A. Ayesha & J. Tarun (2024). According to these experts, using electronic platforms improved communication between contracting parties, helping economic entities to understand and adapt their activities to citizens' needs. J. Staporek (2024) argued that the ability to adapt proposed terms to the parties' requirements increased the likelihood of concluding civil contracts and fulfilling obligations. H. Babirye Nsereko *et al.* (2023) noted that digital tools enabled more effective tracking of performance of obligations, which was a key element of an effective contract. M.O. Ezeh *et al.* (2024) emphasised that, unlike paper contracts, electronic contracts contained fewer errors and inaccuracies, thereby increasing the likelihood of compliance with contractual obligations. This conclusion was consonant with the idea advanced in this work regarding the need to transition from paper to electronic contracts by developing the institution of the electronic digital signature. According to the survey, the Kyrgyz Republic was only partially prepared for such a transition, as the implementation of certain digital documents was impossible in areas with unstable or no internet coverage.

This work proposed conducting the digitalisation of contractual obligations in parallel with raising public awareness about how such obligations were implemented. The survey indicated that public awareness of civil contracts with economic entities was insufficient and can be improved through outreach initiatives. The importance of such initiatives had been confirmed by previous research, including M. Voican (2024), who viewed educational initiatives as a preparatory stage for concluding a contract. According to that expert, understanding contract terms

facilitated planning and subsequent objective evaluation of the parties' interaction. A.W. Kiboi & J.K. Maalu (2023) emphasised the importance of educational initiatives in drafting smart contracts, streamlining processes, and objectively assessing agreements. D.G.S. Mangku & N.P.R. Yulianti (2024) pointed to the link between the parties' awareness and the likelihood of signing a mutually beneficial contract. This assertion illustrated the examples in the present work of contracts drafted in violation of Article 317 of the Civil Procedure Code of the Kyrgyz Republic (2017). In the context of the examples provided, a high level of awareness means refusing to sign knowingly unworkable contractual terms. The importance of signing mutually beneficial contracts was illustrated by I. Ruhunka & J.D.D. Dushimimana (2024), who assessed the relationship between contract management – which entailed studying and adopting acceptable terms – and organisational efficiency. According to those experts, contract management strategies can increase an enterprise's efficiency by 19.2%. This study partially supported the idea advanced here that prior examination of contract terms guaranteed citizens' financial security, helping them avoid unfair charges, unlawful penalties, and so on. It was, however, noted that the factors affecting enterprises' financial efficiency may differ from those determining citizens' financial well-being (Vazov & Hristozov, 2025). Thus, many of the conclusions and recommendations presented in this work find support in earlier studies. In particular, the importance of compliance with contractual agreements concluded between citizens and economic entities for maintaining public trust in state institutions was confirmed. The review of prior research also corroborated the relevance of several recommendations presented here for increasing the effectiveness of contractual interactions between citizens and economic entities. These included proposals to use digital platforms to improve the transparency of

contractual relations and to raise public awareness of their legal features. In analysing the available data, it was taken into account that much academic research focused on enterprises, institutions, or economic sectors, whereas the object of the present study was citizens engaged in contractual relations with economic entities.

Conclusions

The study identified key problems accompanying the conclusion and implementation of civil contracts between citizens and economic entities in the Kyrgyz Republic. So, entering into civil contracts remained common among the population, especially in banking services, leasing, and utilities. Barrier was the low level of legal literacy, as a result of which many citizens do not read or do not understand contract terms and rarely seek legal assistance (12%). It was recorded a low level of trust in judicial and pre-trial protection mechanisms: more than half of respondents do not regard the court system as an effective means of protecting their rights. Refusal to go to court was often caused not only by scepticism (31%) but also by a lack of knowledge about, where and how to file complaints (26%). So, there was a legal imbalance between contracting parties. State bodies and large economic entities impose standard-form, often disadvantageous terms with no opportunity for discussion (contracts with state institutions were reported by 42% of respondents, and contracts with banks by 56%). This practice reduced citizens' legal protection and increased the risk of breaches (52%). It was also found that insufficient digitalisation and limited access to electronic platforms (especially in the regions) hinder the use of modern tools – such as the electronic digital signature or online contract registration. This led to bureaucratisation of procedures and reduced the transparency of contractual relations. On the basis of the data obtained, the study recommended improving

citizens' legal literacy, especially in the regions, through online courses, explanatory guides, legal consultations, and accessible libraries of standard-form contracts. It also proposed expanding alternative dispute resolution mechanisms, clarifying the legal status of electronic contracts, and digitalising contractual processes through electronic signatures, online platforms, and monitoring tools. Additional measures included strengthening the enforcement of court decisions, increasing bailiffs' accountability, and improving transparency within the judicial system. Together, these measures were intended to make contractual relations more transparent, efficient, and fair, while strengthening institutional trust and protecting the rights of contracting parties.

This work had limitations, including a relatively small sample of respondents and constraints associated with conducting online surveys. Future research should expand the sample and carry out comparative analysis of mechanisms for implementing contractual obligations in different Central Asian countries.

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Актуальні питання цивільних договорів, укладених між громадянами та суб'єктами господарювання держави

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Анотація

Метою дослідження було виявлення сучасних проблем у виконанні договірних зобов'язань сторонами цивільних договорів у контексті Киргизької Республіки. Для досягнення цієї мети було проведено онлайн-опитування 100 респондентів віком від 18 років, які мали досвід укладення цивільних договорів з державними економічними суб'єктами. Дані показали, що цивільні договори найчастіше уклалися з банками (56 %), державними установами (42 %), комунальними службами (17 %) та орендодавцями (16 %). У більшості випадків договори підписувалися без залучення юридичних експертів і не супроводжувалися незалежним вивченням запропонованих умов (62 %). Більше половини респондентів (51 %) визнали, що їхні знання були недостатніми для об'єктивної оцінки якості запропонованих умов. Поверхневе ознайомлення з умовами договору або їх повне ігнорування часто призводило до порушення

умов договору, при цьому успішне вирішення спору в судовому порядку було зафіксовано лише в 11 % розглянутих випадків. Кожен четвертий респондент (26 %) не знав, куди звернутися у разі порушення своїх прав, тоді як кожен третій (31 %) знав, але вважав за краще не звертатися до відповідних органів. Відповіді на відкриті запитання допомогли виявити найгостріші проблеми, пов'язані з цивільними договорами, укладеними між громадянами та державними господарськими суб'єктами: слабкий правовий захист громадян, формалізм і бюрократія в судовій та виконавчій системах, недостатня цифровізація договірних процесів, низький рівень правової грамотності населення, обмежений доступ до досудових та судових засобів правового захисту, невиконання судових рішень, а також проблеми у сферах оренди та приватизації. Стратегії, запропоновані для вирішення цих проблем, включали підвищення правової грамотності, зміцнення правової дисципліни, розвиток альтернативних механізмів вирішення спорів, вдосконалення законодавства, посилення виконання судових рішень, запровадження антикорупційних заходів у системі правосуддя та впровадження цифрових рішень

Ключові слова: правова грамотність; правовий захист; цифровізація; бюрократія; досудове врегулювання; типовий договір; електронний цифровий підпис