

On the Application of Law in Mongolian Contract Relations

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Abstract: Contract is an important tool or means for people to conduct international civil and commercial exchanges. In international civil and commercial exchanges, a contract often involves multiple countries. However, various countries have different provisions on the contract legislation, such as the establishment, effectiveness, dissolution and other issues, thus forming a large number of legal conflicts related to foreign-related contracts. The legal application of foreign-related contracts has subsequently become an important issue in international justice.

Keywords: Mongolia, Contractual relationship, International Civil and Commercial Affairs, Foreign related contracts.

1. Introduction

Contract is an important tool or means for people to conduct international civil and commercial exchanges. In international civil and commercial exchanges, a contract often involves multiple countries. However, various countries have different provisions on the contract legislation, such as the establishment, effectiveness, dissolution and other issues, thus forming a large number of legal conflicts related to foreign-related contracts. The legal application of foreign-related contracts has subsequently become an important issue in international justice.

For foreign-related contracts, the law of the place where the contract was concluded was initially applied, and then gradually developed into the law that the parties independently chose to apply. Practice shows that although the parties have the right to choose the applicable law of the contract, some parties neglect to make such a choice in the contract. As a result, the principle of the closest relationship was introduced into the applicable rules of contract law and became a supplement to party autonomy. As a result, the applicable rules of the contract law have developed to the third stage: the autonomy of the parties is the main, supplemented by the closest relationship.

2. The Principle of Party Autonomy

Which has been widely recognized and applied in the field of international contracts, is still the principle of party autonomy. It means that the parties to an international contract have the right, in principle, to freely choose a legal system as the applicable law of the contract. In the Civil Code of the People's Republic of Mongolia in 1963, Mongolia stipulated the principle of party autonomy in the field of contracts. Article 404 of this law stipulates: "The rights and obligations of the parties to the foreign trade legal act shall be determined by the law of the place where the legal act is carried out if the parties agree otherwise.

This provision was transplanted from the conflict rules of the Soviet Civil Code at that time. For foreign trade legal acts, as long as one of the parties to the legal act is a foreign legal person or a foreign citizen, and the content of the legal act is related to the business of importing or exporting goods from

abroad, or some auxiliary business related to exporting and importing goods, such legal acts are foreign trade legal acts. Foreign trade legal acts include the purchase, sale, contract, trust, transportation and a series of other contracts signed between organizations and firms in different countries. Therefore, although the term "contract" is not explicitly used in this article, the so-called "conduct of foreign trade" is often associated with the contract.

According to this provision, it can be concluded that the first problem to be solved is which country the parties intend to make their contractual obligations comply with. In determining the intention of the parties, only the true will expressed by the parties in their agreement should be noted. If the agreement between the parties does not indicate their true will to subject their relations to the laws of a particular country, then, in accordance with this Article, the rights and obligations of the parties to a foreign trade contract shall be determined in accordance with the laws of the place where the contract is formed.

In the 1994 Mongolian Civil Code, the legislator made further explicit provisions on the rules of law application of contracts. Paragraph 1 of Article 434 of the Law clearly stipulates that: "The rights and obligations of the parties to a foreign trade legal act shall be determined in accordance with the laws of the country designated in such legal act or the subsequent agreement between the parties." This provision not only clearly affirms the right of the parties to the contract to choose the applicable law when the contract is concluded, but also specifically emphasizes the right of the parties to reach an agreement to choose the applicable law after the contract is concluded.

In the current Mongolian Civil Code in 2002, the rules governing the application of law to foreign-related contracts have been further improved. In article 549 of the Act, the concept of "contract" has been explicitly used. Paragraphs 1, 2 and 3 of this article are specific provisions on the principle of party autonomy. Among them, paragraph 1 stipulates that "the rights and obligations of the contract, the contents of the contract, the performance of the obligations, the termination and invalidity of the contract, and the legal consequences of improper performance or non performance shall be the law chosen by the parties through agreement." Paragraph 2

provides that "the parties may agree to change the applicable law of the contract after the conclusion of the contract" Paragraph 3 stipulates that "those who do not apply the law of the country agreed in the contract but apply the law of other countries shall be deemed invalid." The above three paragraphs respectively specify the scope and time of application of the principle of party autonomy, making the specific application of the principle more clear.

From the above legislative evolution of Mongolia, it can be seen that Mongolia has long accepted the principle of party autonomy in the field of foreign-related contracts, and has continuously improved it in the subsequent legislative reform process, and has truly established the system of "party autonomy is the main idea" in the contract conflict law.

Second, the closest president

In the reality of the exhibition, this common Mendes patient is an additional commitment to eradication services, which further defines the close relationship between President Nataa, who uses legal provisions to have a great connection with disease (special legal connection). The reality is that in the case of recommending laws, the most relevant reason is to choose excessive laws, because it gives a large number of loyalty rules: when the law cannot destroy equal laws for all excessive acts More specifically, power can understand an ordinary law and power state, which usually endows the movement with the decision of the closest to the movement, and force the power state to use the opportunity of treatment to determine the most likely chance of injury. The recent Miley evangelical law adopted the politics of liquidity law

To better explain the theory of personal movement, this theory has been explained in Sapple software and tools that provide different trading rules. We can see these transactions in all types of transactions, from hunting to hunting. Members, members of the Opposition Party are Butterfly, Lending, Giving, Conservative, Suspension and Law, from the trading

place to the application of the right to know the coat, as well as possible legal experience. The company applies to giving benefits and remote law Purpose and acidification will eventually be transformed into equipment trading and transformation, but it may change the strange census, that is, the human government there, which means that other covenants have not spoken in the covenants, and the rights of countries, in the case of special diseases It has its own, where and where the main people are humanitarian (In a village, vehicles remain neutral during the transitional period in Bangladesh. There is not only no spy standard for female workers, but also special spy imagination and the function of adjusting the position. Therefore, this is the most likely thing to happen.)

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