

PROSPECTS FOR IMPROVING THE INSTITUTION OF THE TEMPORARY LOAN OF ATHLETES IN UZBEKISTAN SPORTS LAW

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Modern professional sport has become a complex social institution directly connected with economic circulation, the labor market, and contractual-legal relations. In team sports such as football, basketball, volleyball, and hockey, the practice of an athlete's temporary move from one club to another is widely used as a means of improving sporting results, providing young athletes with playing practice, organizing a club's transfer policy flexibly, and preserving the athlete's market value. Although FIFA and other international sports organizations recognize the mechanism of temporarily assigning a professional athlete to another club, national legal systems interpret the legal nature of this institution in different ways¹.

In recent years, important reforms have been carried out in the Republic of Uzbekistan to support the field of sport by the state, develop professional sports infrastructure, and increase the economic independence of sports organizations. The new version of the Law "On Physical Culture and Sport," adopted on March 24, 2026, is aimed at the comprehensive regulation of relations in the field of sport and serves to define more precisely the powers of sports federations, sports organizations, and state bodies. At the same time, issues concerning the temporary move of professional athletes to another club, loan-based transfer agreements, compensation payments, the athlete's consent, and mechanisms of liability still require separate, systematic, and special legal regulation².

In the legal system of Uzbekistan, the institution of the temporary loan of an athlete has not yet been normatively consolidated as a fully formed independent contractual institution. Although the Labor Code contains a special norm concerning an athlete's temporary transfer to another employer, it mainly establishes a labor-law mechanism and does not fully cover civil-law relations between clubs, compensation, transfer rights, contractual liability, and sports jurisdiction. Therefore, the institution of the temporary loan of athletes should be improved in a comprehensive and intersectoral manner, taking into account the specific features of sports law³.

1 FIFA. Regulations on the Status and Transfer of Players. January 2025 edition. Art. 10; FIFA Global Transfer Report 2025.

2 Law of the Republic of Uzbekistan "On Physical Culture and Sport." March 24, 2026, No. LRU-1123 // Lex.uz.

3 Labor Code of the Republic of Uzbekistan. October 28, 2022, No. LRU-798, Article 503 // Lex.uz.

The purpose of this article is to scientifically assess the current state of the institution of the temporary loan of athletes in Uzbekistan sports law, to reveal its legal nature based on the theoretical views of scholars, and to develop substantiated proposals for improving national legislation. To achieve this goal, the article analyzes the concept of an athlete loan, the subjects of the agreement, its subject matter, the athlete's consent, the relationship between labor-law and civil-law elements, international experience, and issues of liability.

In determining the essence of the institution of the temporary loan of an athlete, it is first necessary to correctly understand the conditional character of the term “lease” in sports law. In a classical civil-law lease agreement, the leased object is usually a thing or a property right. An athlete, however, may not under any circumstances be treated as the object of a contract, because the athlete is an independent legal subject, a natural person possessing freedom of labor and the right to personal inviolability. Therefore, the loan of an athlete should be understood not as the loan of the athlete's person, but as the temporary use, for a defined period, of the athlete's professional sports activity, that is, the performance of an employment function aimed at a sporting result within another club⁴.

A.N. Lomov evaluates the transfer of professional football players on a “loan” basis as a distinct legal form of a player's move from one club to another. In his view, the principal feature of this form is its temporary character, since the athlete performs activities for the receiving club not permanently, but for a pre-agreed period. This approach makes it possible to distinguish an athlete loan from an ordinary transfer: in an ordinary transfer, the athlete's connection with the club ends, whereas in a temporary loan relationship the legal link with the parent club is preserved to a certain extent⁵.

E.T. Musayev emphasizes the growing influence of civil-law instruments on sports relations and shows that it is insufficient to assess contractual relations in professional sport solely through the criteria of labor law. Indeed, the relationship between a professional athlete and a club is not limited to wages, labor discipline, and the training regime. Civil-law and commercial elements such as transfer value, compensation, bonuses, advertising, image rights, the opportunity to participate in matches, and the athlete's market value also play an important role⁶.

4 Borisenko Yu.K. *Transforny kontrakt na usloviyakh “arendy” s pozitsii grazhdanskogo prava Rossiyskoy Federatsii* // *Molodoy uchenyy*. – 2016. – No. 3-2. – P. 24–26.

5 Lomov A.N. “Arenda” professionalnykh futbolistov: nekotorye aspekty pravovogo regulirovaniya // *Vestnik Universiteta imeni O.E. Kutafina*. – 2015. – No. 4. – P. 74–77.

6 Musayev E.T. *Modern trends in the influence of civil-law instruments on sports relations: abstract of the dissertation for the degree of Doctor of Legal Sciences (DSc)*. – Tashkent: TSUL, 2025. – P. 31, 44.

The views expressed by O.O. Oqyulov, B. Musayev, and N. Imomov within the framework of sports contract law demonstrate that sports contracts possess a specific private-law nature. In their opinion, although sports contracts rely on the general rules of contract law, they require a special legal approach because they are directly connected with the competitive nature of sports activity, the personality of the athlete, and the regulations of sports federations. Accordingly, the institution of the temporary loan of an athlete must be regulated not only by the rules arising from general civil contracts, but also on the basis of the special principles of sports law⁷.

The most important feature of this institution is reflected in its tripartite nature. At least three interested subjects participate in the relationship concerning the loan of an athlete: first, the parent club that temporarily provides the athlete; second, the receiving club that temporarily accepts the athlete; and third, the athlete personally. If this relationship is assessed only as a property agreement between two clubs, the athlete's freedom of labor and personal consent are left out of consideration. If it is interpreted only as an employment agreement, the mechanisms of compensation, transfer rights, and contractual liability between the clubs are not fully revealed.

From this perspective, the temporary loan agreement for an athlete should be assessed as a *sui generis*, that is, a specific, mixed, and complex agreement. In his doctrine on unnamed and mixed contracts, M.I. Braginskiy emphasizes that the needs of modern civil circulation give rise to new contractual constructions. The loan of an athlete is precisely one of such constructions: it unites elements of civil law, labor law, and sports law within a single regulatory mechanism⁸.

The Labor Code of the Republic of Uzbekistan contains special norms regulating the labor of athletes. In particular, Article 503 provides for the temporary transfer of an athlete to another employer, the conclusion of a fixed-term employment contract with the new employer during such transfer, and the temporary suspension of the initial employment contract. This norm is an important guarantee for preserving the athlete's labor-law status. However, it does not cover all constituent elements of the institution of athlete loans.

The first problem is that the civil-law nature of the temporary loan agreement for an athlete is not clearly defined in national legislation. In practice, an athlete loan relationship manifests itself as a combination of an agreement concluded between club and club, the athlete's consent, an employment contract concluded with the receiving club, and the registration procedure established by sports federation regulations. Yet there is no unified normative model defining the relationship among these elements.

7 Musayev E., Oqyulov O., Imomov N. Sports Contract Law. – Tashkent: TSUL, 2022. – 300 p.

8 Braginskiy M.I. Foundations of the Doctrine of Unnamed and Mixed Contracts. – Moscow, 2007.

The second problem is the risk of an incorrect interpretation of the subject matter of the agreement. In certain practical situations, an athlete's "transfer right," "registration right," or even "the athlete himself" may be indicated as the subject of the contract. Such an approach is inconsistent with the basic principles of civil law and labor law. Analyzing the transfer agreement from a civil-law perspective, Yu.K. Borisenko emphasizes that the contractual interest is centered not on the athlete's person, but on the club's opportunity to use the athlete's services in the established procedure⁹.

The third problem is that the issue of the athlete's consent is not sufficiently procedurally guaranteed. It is natural that the written consent of the athlete should be required when temporarily transferring the athlete to another club. However, if the form in which consent is to be given, the consequences of refusing consent, mechanisms for preventing consent obtained under compulsion, and the procedure for verification of consent by the sports federation are not clearly defined, this right may in practice remain merely formal.

The fourth problem is the fragmented regulation of liability issues. If during the temporary loan period the athlete is injured, violates disciplinary rules, is not provided with playing practice, or the receiving club fails to make compensation payments, it must be clearly established which subject bears what kind of liability. From the perspective of labor law, the employer may be the receiving club, but the parent club's strategic and property interests in relation to the athlete also remain. From the civil-law perspective, contractual liability between clubs has independent significance.

Improvement of the institution of the temporary loan of athletes should begin, above all, with the correct determination of its legal nature. Analyzing labor relations in professional sport, O.A. Shevchenko does not deny the need to regulate athletes' labor through general labor-law rules, but shows that the special features of the sports sphere require a separate legal model. This view is fully applicable to athlete loans: an athlete remains under the protection of labor law while, at the same time, the athlete's temporary transfer is closely connected with contractual and economic relations between clubs¹⁰.

S.A. Tukmanov, studying the specific features of the labor-law status of a professional football player, substantiates that, unlike an ordinary employee, an athlete has special duties such as participating in competitions, contributing to the club's sporting result, observing the sports regime, and complying with transfer rules. Therefore, in regulating

9 Борисенко Ю.К. Трансферный контракт на условиях "аренды" с позиции гражданского права Российской Федерации // Молодой ученый. – 2016. – No. 3-2. – P. 24–26.

10 Shevchenko O.A. Legal Doctrine of Labor Regulation in the Sphere of Professional Sport and the Ways of Its Implementation in Russia. – Moscow: Prospekt, 2015.

athlete loans, the general mechanism of “transferring an employee to another employer” is not sufficient; the athlete’s sporting result, registration, and right to participate in competitions must also be taken into account¹¹.

V.P. Vaskevich, conducting a general legal analysis of relations in professional sport, shows that sports contracts simultaneously contain personal, property, and organizational elements. The same triad is observed in the temporary loan of an athlete: the personal element consists of the athlete’s consent and labor activity; the property element consists of compensation, bonuses, and loan payments; and the organizational element consists of federation registration, the transfer window, and competition rules¹². A.V. Zavgorodniy and E.K. Akhmatshina, analyzing the transfer and loan of athletes from a labor-law perspective, show that such relations create complex legal links between the parent club, the receiving club, and the athlete. This approach is important for Uzbekistan’s legislation because, although the existing norm of the Labor Code provides for an athlete’s temporary transfer, it does not separately regulate the civil-law elements between clubs¹³. Sh.A. Xodjimurotov, analyzing employment contracts of professional football players, emphasizes that an athlete’s employment contract differs from an ordinary employment contract by its fixed-term nature, orientation toward sporting results, competitive obligations, and transfer rules. This view is also important for the institution of athlete loans: a temporary loan agreement must ensure harmony between the athlete’s principal employment contract and the fixed-term employment contract concluded with the receiving club¹⁴.

M.B. Tleumuratov draws attention to the need for civil-law regulation of professional sports relations and substantiates that the sphere of sport should be viewed not only within the framework of labor relations, but as a complex set of relations connected with commerce, services, property rights, and contractual liability. Based on this approach, the legislation should separately set out a civil-law contractual model for athlete loans¹⁵.

Civil-law liability within the institution of the temporary loan of an athlete has particular scientific and practical significance. This is because the relationship includes such issues as compensation between clubs, the term of the agreement, the use of the

11 Tukmanov S.A. Specific Features of the Labor-Law Status of a Professional Football Player. – Moscow, 2007.

12 Vaskevich V.P. Civil-Law Regulation of Relations in the Field of Professional Sport: General Legal Analysis. – Kazan, 2006. – 16 p.

13 Zavgorodniy A.V., Akhmatshina E.K. Transfer and loan of athletes in Russian professional sport: labor-law aspect // Vestnik of Saint Petersburg University. Law. – 2025. – Vol. 16. – No. 4. – P. 1170–1185.

14 Xodjimurotov Sh.A. Legal significance of employment contracts of professional football players: abstract of the dissertation for the degree of Doctor of Philosophy (PhD) in Law. – Tashkent: TSUL, 2023. – 54 p.

15 Tleumuratov M.B. Civil-law regulation of professional sports relations: abstract of the dissertation for the degree of Doctor of Philosophy (PhD) in Law. – Nukus, 2023.

athlete, compliance with contractual terms, and compensation for losses. If the receiving club fails to pay the loan fee, does not use the athlete for the purposes specified in the contract, or attempts to transfer the athlete to a third club without permission, civil-law liability should arise.

The general rules of the Civil Code provide for compensation of losses, penalties, and other liability measures for the failure to perform contractual obligations. However, special elements of liability should also exist for athlete loan relations. For example, the athlete's inability to participate in competitions due to non-registration, the expiry of the transfer window, the athlete's non-participation in the training process, or a club's violation of the athlete's rights produces special consequences connected with sporting results and professional development, in addition to ordinary contractual losses.

To clarify liability in the agreement, the following approach is proposed: first, civil-law liability for property obligations between clubs; second, labor-law liability for violations of the athlete's labor rights; and third, sports-disciplinary liability for violations of federation rules should be differentiated. Such a differentiated approach makes it possible to apply an appropriate legal consequence for each violation.

Liability should also be fair where the athlete personally breaches contractual obligations. The athlete must comply with the receiving club's internal rules, training regime, and competitive obligations. However, liability measures applied to the athlete must not unjustifiably restrict the athlete's labor rights or disproportionately burden future professional activity. Therefore, the principle of proportionality should be the main criterion when applying fines, disqualification, termination of the agreement, and compensation measures.

Another way to improve civil-law liability is to develop a model form of a loan agreement. Such a form should set out, in a model manner, the rights and obligations of the parties, compensation, term, medical insurance, registration, playing practice, liability, and the procedure for resolving disputes. This form should not be mandatory, but should serve as a recommendatory model providing practical assistance to clubs and federations.

In conclusion, improving the institution of the temporary loan of athletes will ensure legal certainty, contractual discipline, and effective protection of athletes' rights in Uzbekistan's professional sports market. Developing this institution as a special sports-law contract will contribute to harmonizing national sports law with modern trends, increasing the transparency of club activities, and adapting to international sports standards.

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