Pakistan Journal of Criminology
Vol. 16, No. 03, July—September 2024 (619-634)

Comparative Analysis of the Contract Law of the Republic of Kazakhstan and the People's Republic of China

Dinara Zhamalbekova[1], Yanan Wang[2]
& Gulmira Nurtayeva[3]

Abstract

The relevance of this study is driven by the increasing dynamics of contracts concluded between the Republic of Kazakhstan and the People's Republic of China, as well as the lack of research on the comparison of contractual legal structures between the two countries and their criminological implications. The purpose of this study is to conduct a comparative analysis of the contract legislation of China and Kazakhstan, identify common and distinctive features, and explore the criminological impacts of these differences. The study reveals that the contract law of China and Kazakhstan share some similarities, such as the concept of a contract and the basic principles of contractual relations. The differences between the two countries' contract law and enforcement approaches highlight the importance of the legal environment in shaping the behaviour, risk assessment, and decision-making processes of parties involved in contractual relationships.

Keywords: International Contract, Legislation, Civil Code, Legal System, Legal Reform, Regulatory Arbitrage, Cross-Border Crime.

Introduction

People's Republic of China (PRC) remains Republic of Kazakhstan's (RK) largest trading partner, occupying the second position after the Russian Federation (Syroezhkin, 2019). Actively developing relations between China and Kazakhstan necessitate a thorough and systematic study of the contract law of these countries (Wang, 2021). The legal framework of bilateral relations between China and Kazakhstan supports a wide range of Chinese-Kazakh contacts (Milovanova, 2020). Currently, the economy of the People's Republic of China is characterised by significant positive economic transformations associated with the establishment of the foundations of capitalist management, which provoked exceptional economic growth in the PRC. Such changes in economic processes cannot but

[1]Master, Department of Civil Law Disciplines, Alikhan Bokeikhan University - Semey, Republic of Kazakhstan, Kazakhstan. zhamalbekovadinara9@gmail.com
[2]Master, Adilet Law School, Caspian University - Almaty, Republic of Kazakhstan, Kazakhstan.
[3]PhD, Adilet Law School, Caspian University - Almaty, Republic of Kazakhstan, Kazakhstan.

affect the legal structure of China. Thus, the systems of Chinese national legislation are constantly being updated, adapting to economic reforms, thus, China's positive legal experience is being formed, which can be successfully used by other states to reform their legal systems.

There are very few studies in the modern scientific community that reveal the common and distinctive features of the contract law of China and Kazakhstan in the aspect of comparative analysis. The most complete study on this problem was carried out by the Chinese researcher Ya. Wang (2020; 2021) in his two research papers. Some studies, for example, N. Milovanova (2020), K. Syroezhkin (2019), K. Masabaev (2018), E. Vavilin and A. Volos (2019), F. Tlegenova (2020), B. Kullolli (2023) consider laws and regulations in the field of contract law only of a single country, or compare individual contracts. However, there are currently no studies on the review of the concept of a contract, its terms, features of its conclusion, termination, and a review of existing contracts and their comparison with the legislation of the Republic of Kazakhstan (Wang, 2020). Thus, this topic is rather neglected in the scientific literature. A certain difference between the Republic of Kazakhstan and the People's Republic of China in economic terms entails a number of inconsistencies in their contract law, which contributes to the creation of certain problems and difficulties in the legal formalisation of relations between the People's Republic of China and the Republic of Kazakhstan. In this regard, the relevant state authorities, and practising lawyers, should have the necessary legal knowledge in the field of contract law in China and Kazakhstan, which would help eliminate difficulties in contractual work and provide an opportunity to improve the national legislation of these countries.

In China, from ancient times to the present, informal discussions have been the mechanism for resolving conflicts, as a result of which the parties came to reconciliation and agreement (Masabaev, 2018). The contract law of the PRC is a mixture of English contract law and continental law. In addition, the presence of quasi-agreements is characteristic of China's contract law (Belykh, 2017). At the same time, legal studies are being conducted in Kazakhstan to identify civil law ideas and constructions that can be implemented into domestic legislation from English law with substantiation of the corresponding possibility through the prism of the needs of law enforcement practice and the achievements of the Kazakh civil doctrine (Nesterova, 2017). The Civil Code of the Republic of Kazakhstan (1994) does not provide for the possibility of changing or terminating contracts in the event of a significant change in circumstances (Aliyev, 2017). International treaties to which the Republic of Kazakhstan is a party, for example, the Treaty between the Republic of Kazakhstan and the People's Republic of China on

extradition (1996) are directly recognised as a source of civil legislation of the Republic of Kazakhstan (Iasechko et al., 2020; Tlegenova, 2020).

Differences in legal frameworks, law enforcement procedures and cultural business practices between China and Kazakhstan can have significant criminological implications for their international economic ties. The existence of these differences creates both opportunities and vulnerabilities for transnational criminal activity, including exploitation of the legal framework, deception, bribery, and illicit financial transactions. Regulatory arbitrage can thrive by exploiting divergences and inconsistencies in legislation and enforcement approaches between the two countries. Individuals and companies may engage in illegal activities that go undetected in one jurisdiction while being subject to less regulation in the other. The effective detection and prosecution of international crimes presents significant obstacles.

In addition, the intricacies of contract law and enforcement in Kazakhstan and China may affect the systems of rewards and penalties, influencing the behaviour and decision-making of parties involved in contractual agreements. Kazakhstan's inclusion of a provision allowing a party to unilaterally terminate a contract in certain situations may serve as a more effective deterrent against breach of contract. However, it also imposes higher obligations on the legal system to deal with such problems in a fair and impartial manner. In contrast, the Chinese approach to consensual dispute resolution through negotiation and mediation, which is consistent with traditional cultural norms, may be less successful in deterring non-compliance. The different methods used have broader criminological implications, affecting power relations, legal and social norms, and the likelihood of conflict escalation within contractual agreements.

Thus, the historical establishment of states, the economic and geopolitical situation, the demographic situation, cultural and national characteristics are reflected in the emergence of a number of inconsistencies in the norms of Chinese and Kazakh contract law, which creates certain difficulties in the external contractual activities of the Republic of Kazakhstan and the PRC. All such inconsistencies in contract law should be systematically investigated, resulting in sound conclusions that can be actively used by the relevant public authorities and legal practitioners in the performance of contract work to improve national legislation.

Materials and Methods

The primary methods used were comparative legal and systemic legal analysis, complemented by historical, logical, and dialectical approaches. This allowed the researchers to reveal the similar and distinctive features of the contract

law systems in Kazakhstan and China, as well as identify the potential problems and gaps that could create vulnerabilities to criminal exploitation. Theoretical methods such as analysis, system approach, induction, and classification were also utilized to systematically investigate the essence of the contract law in Kazakhstan and China, and the potential criminological impacts of their differences. The study was grounded in the principles of consistency and interconnectedness of legal and criminological processes.

The study was conducted in three stages. At the first stage, the theoretical basis concerning the topic was selected and analysed in detail, and a systematic analysis of scientific methods aimed at comparing the contract law of the People's Republic of China and the Republic of Kazakhstan was carried out. The importance of this research in the field of contractual activities of the Republic of Kazakhstan and the People's Republic of China was indicated, and a number of main tasks that need to be solved in the process of this scientific work were put forward. The problem and the purpose of scientific research were highlighted.

At the second stage, an analytical study of the provisions of the contract law of China and Kazakhstan was carried out. It allowed to systematically investigate the essence of the contract law of these states, to highlight features of their contractual structures, including disclosure of the concept of contract, analysis of its conditions and characterisation of types, and disclosure of the classification. In the future, the results obtained from the analytical study were used in the process of comparative analytical analysis, according to which it was determined that the legal systems of the PRC and the RK have a number of similarities. But at the same time, the contract law of these countries has a number of differences that must be considered when conducting contractual work between China and Kazakhstan to avoid gross legal errors that can lead to negative consequences in the legal field of foreign policy relations between the PRC and the RK.

In addition, a number of problems and gaps in the contractual legislation of these countries were identified, which can serve as a kind of legal “trap” for a particular country participating in a foreign policy treaty. At the same time, some positive aspects of the contract law of the People's Republic of China and the Republic of Kazakhstan have been identified, which can serve to improve the national legislation of these countries. At the final stage, based on the results obtained, the final conclusions were formulated, in the course of which the mechanism of using such research results in contractual work in the sphere of foreign policy relations of Kazakhstan and China by state executive authorities and legal practitioners, and by legislative authorities in matters of reforming the national legislation of the RK and PRC.

Results

The contract law of the People's Republic of China and the Republic of Kazakhstan was formed under the influence of English law, as a result of which it has similar legal norms in many aspects. But at the same time, due to the peculiarities of the historical, cultural, social, and economic development of these countries, their contract law has a number of differences. So, contract law has a number of common features, which consist in many aspects. First of all, such a similarity can be considered in the very concept of a contract. Thus, under the civil legislation of both the PRC and RK, the contract is interpreted as a kind of agreement between the parties aimed at establishing, changing, and terminating legal relations between them. Also similar are the basic principles of the contract, which consist in the fact that all parties to the contract are equal in their rights to conclude, execute, and terminate contracts, as well as the ability to freely enter into any contractual relationship and independently choose counterparties. In addition, among the similar features of the contract law of these countries, it is worth highlighting the very procedure for concluding contracts, according to which the interested party sends the other party an offer to conclude a certain contract, where it prescribes the terms of the contract and its future obligations under it. In response to this, the other party either accepts the offer (acceptance) or refuses to conclude the contract. Due to this similarity, there should be no legal conflicts during contractual work in the international partnership of the Republic of Kazakhstan and the People's Republic of China at the stage of accepting an offer to conclude an agreement. Another similar feature of the contract law of the People's Republic of China and the Republic of Kazakhstan is the rule of changing the contract. Thus, the laws of these countries prescribe that changes to the contract can be made only with the consent of both parties.

In turn, it is impossible not to cancel a number of distinctive features that begin from the moment of the very structure of the system of contract law of the People's Republic of China and the Republic of Kazakhstan and end in inconsistencies of specific terms of the contract. So in the PRC, contractual legal relations are formalised in a separate Law of the People's Republic of China "On Contracts" (1999), which regulates the issues of concluding, executing, changing, and terminating contracts. While the contract law of the Republic of Kazakhstan is characterised by the existence of a whole legal system of contract legislation, which is based on the Civil Code of the Republic of Kazakhstan (1994), the branch of which is assigned to Mandatory law, in the section of which the provisions on contracts are fundamentally consolidated. Since the Civil Code of the Republic of Kazakhstan (1994) consists of General and Special parts, where the General Part provides for general provisions on obligations and general

provisions on the contract, and the Special Part already provides for separate types of contracts. At the same time, in the Republic of Kazakhstan, there are also special legislative acts regulating this or that type of contract. Therefore, the regulation of each contract should be carried out in the following sequence: first, special legislation is applied, then, in case of unresolved, general provisions on the contract are applied, then general provisions on obligations are applied (Wang, 2021).

The inconsistencies between the laws of the PRC and the RK regarding the conclusion of contracts also deserve special attention. Thus, according to paragraph 1 of Article 393 of the Civil Code of the Republic of Kazakhstan (1994), in order to conclude a contract, it is necessary for each contractual entity to fully accept the terms of the contract concerning the type of contract, the price of the contract, the term of the contract, and all other provisions necessary for a certain type of contract. Unlike Kazakh law, Chinese legislation does not have such a concept as the essential terms of the contract, which, in turn, excludes such an obligation as full acceptance by the parties of the essential terms of the contract for its conclusion, and the contract is considered accepted if the parties have come to a common understanding regarding the conditions that they consider necessary for its signing. In turn, this state of affairs qualitatively simplifies the work of lawyers of the Republic of Kazakhstan, since the fact that the Chinese legislator does not provide for the consequences of not including essential conditions in the contract indicates that the contract will be valid in any case, unlike the civil legislation of the Republic of Kazakhstan, where the legislator directly indicates the absence of a contract in the absence of essential conditions (Wang, 2021).

Based on the fact that the contractual legislation of Kazakhstan is more specific than the legal systems of the PRC, it provides both regulatory rules and exceptions to them. Thus, the provision that amendments to the current contract, and the termination of the contract can be carried out only with the mutual consent of the parties, has certain features, which consist in the possibility of changing certain requirements of the contract at the request of one of the parties in certain cases. Thus, Article 401 of the Civil Code of the Republic of Kazakhstan (1994) defines two ways to unilaterally amend the content of the contract, as well as unilaterally terminate the contract. The first method consists in applying to the court of one of the parties with a demand to amend the provisions of the contract due to the fact that the other party has committed a gross violation of the terms of the contract, regarding the subject of the contract, its price, its validity, and other conditions that the parties consider essential, in connection with which the interested party suffered significant losses or lost interest in the further execution of the contract due to the misconduct of the other party. The second method is

more concerned with the unilateral termination of the contract, based on legislation, due to the inability of one of the parties to fulfil its obligations under the contract or the recognition of the party as bankrupt, death, or liquidation of a legal entity.

Differences in dispute resolution mechanisms between Kazakhstan and China have significant criminological implications, affecting the management and potential escalation of contractual problems. Kazakhstan's strategy of allowing unilateral judicial termination of a contract under certain circumstances serves as a deterrent to contract breaches, while offering a formal way to resolve conflicts and providing judicial oversight. This mechanism demonstrates a rigorous and technical interpretation of contract law and has the potential to change the balance of power in contractual partnerships. Nevertheless, questions arise regarding the potential abuse of this power and its impact on the impartiality of contract enforcement.

In contrast, the Chinese practice of consensual dispute resolution, based on cultural norms of negotiation and mediation, aims to maintain corporate relations and encourage amicable settlement. While this method is consistent with Confucian notions of harmony, it can cause delays in resolving differences and lead to impasse, especially in situations where there is an imbalance of power. Understanding these different methods is important for companies and policymakers involved in international agreements because they emphasize the importance of taking into account both legal structures and cultural traditions to effectively resolve and manage conflicts (Qi et al., 2023).

In addition, these differences emphasize broader criminological factors such as power relations, legal and social norms, and the potential for conflict escalation. It is critical to recognize these implications in order to create tailored approaches to effectively manage legal obligations, cultural considerations, and the need for rapid conflict resolution in international business relations between Kazakhstan and China. Effective management of these subtleties will enable individuals or interest groups to improve the reliability and effectiveness of agreements, encourage compliance with their terms, and reduce the likelihood of unlawful acts within contractual relationships.

A comparative study of the contract laws of Kazakhstan and China reveals important differences that are significant from a criminological perspective, particularly in terms of enforcement and punishment for breach of contract. These differences shape the systems of rewards and punishments, which affects behavior under contractual agreements in both business and individual environments (Milovanova, 2020). In Kazakhstan, contract law allows unilateral modification or termination of contracts under certain circumstances. Such circumstances include

serious breaches, major losses incurred by one party or loss of interest in continuing the contract due to the activities of the other party. Kazakh law provides flexibility not found in Chinese law, where the modification or termination of a contract generally requires mutual consent. The Kazakh method may be a more effective deterrent to breaches of contract, as parties can exercise greater care in fulfilling their obligations to avoid unilateral termination or renegotiation that may be disadvantageous to them.

Conversely, Law of the People's Republic of China "On Contracts" (1999), which lacks unilateral action provisions, may establish a special set of motives and impediments. Requiring mutual consent when amending or terminating a contract implies that parties are more inclined to negotiate to resolve disputes. This may be seen as encouraging greater cooperation between the parties or, on the other hand, as a less effective deterrent against breach of contract. Differences in legal frameworks are a reflection of the broader legal, cultural and economic conditions of each country. These differences affect the approaches that organizations and individuals may choose to take when entering into contracts. From a criminological perspective, it is important to understand these differences in order to analyze how the legal environment influences behavior, risk assessment and decision-making procedures in contractual relationships.

In the Kazakh system, the provision for unilateral action under certain circumstances may serve as a stronger deterrent against breaches, but it also places a greater responsibility on the legal system to deal with such matters impartially and effectively (Civil Code, 1994). On the other hand, the Chinese system attaches great importance to mutual consent, encouraging negotiation and mediation. This approach is consistent with traditional methods of conflict resolution, but it may not always effectively prevent non-compliance. The differences between Kazakhstan and China in the application of contract law and penalties highlight the importance of the legal framework in shaping the behavior of parties involved in contractual relations. This affects not only domestic business practices, but also international contractual relations involving companies from these countries.

Consequently, Kazakh contract legislation has a number of features, which consist in the fact that changes can be made to a valid contract, or the contract can be terminated at the request of one of the parties and without the consent of the other party. Such exceptions to the general rule about amendments and termination of contracts in the legal systems of the Republic of Kazakhstan should be considered when conducting external contractual activities between China and Kazakhstan. Since there are no such exceptions in Chinese legislation. In addition, a number of distinctive features can be noted at the stage of execution of the contract. So, in case of unclear quality requirements, the contract must be

executed in accordance with state standards or trade standards, or trade standards, or in the absence of such standards, in accordance with general standards or special standards (Wang, 2020). In turn, the Kazakh legislation does not contain any reference to state standards and state regulation, and in case the parties do not agree on certain terms of the contract, the general provisions of the contract that regulate similar legal relations apply to them. That is, the Kazakh contract law is characterised by the analogy of the law, in contrast to the contract law of China.

Law of the People's Republic of China "On Contracts" (1999) contains provisions on the invalidity of agreements entered into as a result of "fraud" or contrary to "public order and good morals". Fraud under contract law generally refers to deceptive tactics or false statements used by one party to persuade another party to enter into a contract, resulting in damages or financial loss. The way Chinese law provides for the invalidation of contracts due to fraud is an essential mechanism to protect parties from deception and to ensure the integrity of contractual transactions. This section aims to prevent the enforcement of contracts based on deception or manipulation, which discourages fraudulent acts by making them legally and financially unenforceable. In addition, the reference to contracts contrary to "public order and good morals" brings a broader ethical and social dimension to the enforceability of contracts.

This clause serves as a legal mechanism to prevent the implementation of agreements that, while not illegal per se, are considered harmful to public values or the public interest. The law aims to prevent companies and individuals from engaging in actions deemed harmful to public welfare or morality, even if these actions are not explicitly illegal, by voiding contracts that are contrary to societal norms and ethical standards. The inclusion of these prohibitions in Chinese contract law demonstrates an awareness of the complex and diverse nature of fraud and unethical behavior in the corporate sphere. This statement recognizes that fraud and immoral conduct in contracts has broader implications for society. Such practices can undermine public confidence in the marketplace, weaken the rule of law and foster a culture in which white-collar crime goes unpunished.

In foreign economic contractual work, it is always worth taking into account such similarities and discrepancies in the provisions of the contract law of the People's Republic of China and the Republic of Kazakhstan, to avoid possible problems with the conclusion of contracts, further execution, and termination. And it is also worth noting a number of gaps and conflicts in the legislation of the People's Republic of China. In turn, after conducting a comparative analysis of the laws and regulations of China and Kazakhstan in the field of contracts, the study agrees with the Chinese researcher Ya. Wang (2021), that contract law in the Republic of Kazakhstan is currently more developed and structured, while the

gaps existing in the PRC are conditioned by the fact that the legislation of the PRC is still in the stage of development. Thus, these similarities and discrepancies of the provisions of the contract law of the People's Republic of China and the Republic of Kazakhstan, in terms of the structure of the legal system of contract law, completeness of disclosure of the essential terms of the contract, etc., can also be used to improve the national law of the People's Republic of China, as a law that is at the stage of development.

An analysis of contract law in the context of Kazakhstan and China's international economic connections uncovers probable criminological ramifications associated with transnational or cross-border offences. These crimes may arise or worsen because to the differences in legal systems, enforcement processes, and cultural business practices between the two nations. Due to the dynamic and intricate nature of multinational contracts and collaborations, these characteristics pose distinct problems and chances for criminal exploitation. The issue of cross-border crime related to contracts between Kazakhstan and China is a complex challenge that involves various aspects such as jurisdictional complications, regulatory arbitrage, fraud, corruption, and money laundering (Wang, 2020). The complexities of legal systems and enforcement processes between the two countries worsen these challenges, making it challenging to bring offenders to justice and effectively identify illegal operations. Regulatory arbitrage flourishes by taking advantage of differences in laws and enforcement methods, enabling individuals and companies to use legal loopholes and engage in illicit activities that escape inspection in one jurisdiction while remaining legally or less regulated in another.

In order to mitigate these criminological dangers, it is crucial for Kazakhstan and China to engage in cooperation endeavours. To effectively address the difficulties of cross-border crime in contractual relationships, it is crucial to implement methods such as enhanced international collaboration, standardised contractual practices, capacity building, and public-private partnerships. By strengthening the relationship between legal and regulatory authorities, implementing shared standards, and allocating resources for training, both countries can establish a more secure and transparent environment for international business transactions. This will effectively decrease the chances of criminal exploitation and protect the integrity of their economic interactions.

Discussion

A comparative study of the contract law of the People's Republic of China and the Republic of Kazakhstan was conducted based on the studies by such researchers as Ya. Wang (2020), E. Muhamedzhanov (2017), E. Nesterova (2017),

A. Shalamova (2018), F. Tlegenova (2020), F. Yu (2020), M. Xiao (2017), U. Farokhiddinov (2021), Q. Li (2018), I. Ma (2020). These authors express their opinion on the growing dynamics of partnership relations between the PRC and the RK, and the importance of the absence of legal gaps in the process of contractual work between these states and individuals of the PRC and the RK, highlight the common features and distinctive attributes of the contract law of the PRC and the RK, indicate the need to investigate such distinctive features of the contract law of these countries and their accounting in the external contractual activities of the PRC and the RK, and also warn of possible consequences if the distinctive features of the contract law of the RK and the PRC are ignored when concluding, executing, and terminating contracts between them.

In addition, a comparative study of the contractual legal systems of the Republic of Kazakhstan and the People's Republic of China was conducted based on the current legislation, mainly civil and Law of the People's Republic of China "On Contracts" (1999), which allowed the study to obtain authentic results of comparing the contract law of the People's Republic of China and the Republic of Kazakhstan. The results obtained converge with similar study by Ya. Wang (2021), who investigated Chinese and Kazakh contractual legislation quite extensively in the aspect of comparison and highlighted their common and distinctive features, and also pointed out the possibility of the PRC to improve its national legislation through the use of positive Kazakh experience in the systematisation of contractual legislation, namely in the following aspects. The Republic of Kazakhstan has developed a whole system with its interdependent and interrelated institutions that are part of it. At the same time, contract law is a branch of law regulating public relations related to the conclusion, changing, and termination of civil rights and obligations. The essential terms of the contract differ radically. The procedure for changing and terminating the contract in the RK and the PRC is also significantly different.

Ya. Wang (2021) established that contract law in the Republic of Kazakhstan today is more developed and structured, while the gaps existing in the PRC are conditioned by the fact that the legislation of the PRC is still at the stage of development. The essence of contracts in the legislation of the two states is similar: there is freedom of contract, the subject composition partially coincides, i.e., there are individuals and legal entities. There is no state regulation of contracts in the legislation of Kazakhstan; it is partially possible only if one of the parties to the contractual relationship is the state. The following authors did not fully consider the issue of comparing the contract law of the Republic of Kazakhstan and the People's Republic of China, namely, researchers mainly focused on the contract law of only one of the countries, either Kazakhstan or

China, without much comparison of the contractual structures of these countries. Or only a certain type of contract was taken as a basis, based on which research was done in the absence of a systematic scientific approach.

Thus, the study by F. Tlegenova (2020) highlights only the features of the contract law of the People's Republic of China, which must be considered in the contractual work of the People's Republic of China and the Republic of Kazakhstan, namely, that the rule on the advantage of the new law over the old is consistently applied in the People's Republic of China, expressly waiving the right to terminate a transaction or the waiver of said right follows from the conduct. This prohibition duplicates the norm contained in paragraph 2 of Article 55of the Law of the People's Republic of China "On Contracts" (1999). The new provisions have supplemented the list of vicious transactions with a new type of invalidity of transactions – the invalidity of a transaction made based on an imaginary will of the parties. In addition, the law has modified the rule on the invalidity of antisocial transactions, transactions made as a result of fraud, and bonded transactions. Antisocial transactions are tied to the violation of the new evaluative concept of "public order and good morals". The prototype of the concept of "public order and good morals" can be called the concepts of "socio-economic order" used in the law. The Law of the People's Republic of China "On Contracts" (1999) contains a list of circumstances precluding the invalidation of transactions made by a representative based on a contract of assignment (power of attorney) after the death of the principal, namely: the contract of assignment (power of attorney) explicitly states that the powers of the representative terminate after their execution; the execution of the contract of assignment after the death of the principal continues for the benefit of his or her hereditary property (Tlegenova, 2020).

A. Abylayyuly (2016) established that the procedure and conditions for the operation of an international treaty are the internal competence of the contracting parties and in no way affect international legal obligations. The principle of international law, being at the same time a mandatory, contractual, and customary norm of international law, a general principle of law requires strict compliance with the norms of international treaties.

The study of the features of the contract law of the People's Republic of China and the Republic of Kazakhstan through the prism of a comparative analysis of the legal systems of these states and the identification of their similarities and distinctive features, and gaps and conflicts in the legislative system is of great practical and theoretical importance, since the results of such an analysis can be successfully used in contractual work. Since a practising lawyer or a certain state body, knowing about the specifics of the legislation concerning the

conclusion of a contract and the absence of such a thing as essential terms of a contract in the Chinese regulatory act, unlike the civil legislation of the Republic of Kazakhstan, will be able to correctly assess all the legal risks of a transaction at its conclusion, which will help avoid further problems and legal disputes regarding the conclusion, execution, and termination of contracts. In addition, the findings will be useful to students studying such legal disciplines as contract law, civil law, international law, and other optional disciplines.

E. Vavilin and A. Volos (2019) came to the conclusion that the Chinese experience of implementing the principle of freedom of contract can be useful to other countries in solving problems related to understanding the essence of freedom of contract in general, and its significance in individual countries. In particular, the following brief conclusions can be drawn: the principle of freedom of contract is one of the most important tools for solving economic problems of attracting investment, developing a market economy, etc.; the obligation to use the principle of freedom of contract only considering the socio-economic and other objective conditions prevailing in a given country. Over the years since Kazakhstan gained independence, the business environment has undergone drastic changes related to the expansion of contractual types of commercial relations, the complication of corporate relations mechanisms, the constant increase in the number of foreign economic transactions, and the influx of foreign investment into the country. Integration processes serve as a serious prerequisite for the penetration of foreign experience in regulating economic relations into the Kazakh legal reality, and law enforcement practice is under the steady influence of foreign contractual institutions (Nesterova, 2017).

It is advisable to continue studying the contract law of the People's Republic of China and the Republic of Kazakhstan through the prism of comparative analysis, since under the influence of continuous social and economic development, the state law and order, and the role of states in the international arena, and society as a whole are changing. In this connection, contract law and other branches of law, are constantly undergoing changes. Social and economic changes require new rules for the structure of contractual relations between counterparties, both in the public and private spheres of activity, which requires constant updates of legislative systems, which leads to the fact that the work of scientists regarding the study of contract law in China and Kazakhstan in the near future become irrelevant, due to the loss of the studied regulations of its action. As a result, the investigation of this problem requires more and more studies in the field of comparison of contractual structures of the PRC and the RK.

Conclusions

The contract law of the PRC and the RK, due to the fact that it developed under the influence of English law, has a number of similar features and features. Among the common features of the contract law of China and Kazakhstan, it is worth highlighting the same understanding of the concept of a contract as an agreement between the parties, which changes their legal status, and the basic principles of the contract, namely, the principle of freedom of contract and equality of the parties, and the aspect of concluding a contract through the offer and its acceptance, and the rule of changing the contract. Among the distinctive features, the peculiarities of the conclusion of the contract deserve attention. Thus, the legislation of the Republic of Kazakhstan provides that in order to conclude a contract, the parties must fully accept all its essential conditions. In turn, in the legislation of the People's Republic of China, there is no such legal category as the essential terms of the contract and its signing requires only acceptance of the offer of the other party. In addition, the legislation of the Republic of Kazakhstan is characterised by an exception to the general rule on termination of the contract with the consent of all its parties and it is established that unilateral termination of the contract is possible by applying to the court in case of a material violation by the counterparty of the terms of the contract.

The differences highlighted, such as Kazakhstan's inclusion of the possibility for one party to terminate a contract unilaterally in certain situations and China's emphasis on resolving disputes through mutual consent, have a significant impact on the system of incentives and penalties. Accordingly, it affects the behavior, assessment of potential dangers and decision-making processes of both organizations and individuals when entering into contractual agreements. Kazakhstan's ability to take independent action may serve as a greater deterrent to treaty violations, but it places a greater burden on the judicial system to resolve these issues fairly and effectively. In contrast, the Chinese system's reliance on mutual consent and negotiation may promote cooperation but may be less effective in deterring non-compliance. Different approaches emphasize how a common legal framework affects the dynamics of crime in treaty partnerships. Differences in legal systems and enforcement procedures between Kazakhstan and China contribute to susceptibility to transnational crimes, including regulatory arbitrage, fraud, corruption and money-laundering.

References

Abylayyuly, A. (2016). On some issues of interpretation of "The procedure and conditions for the operation of international treaties" in the Republic of Kazakhstan. *Bulletin of the Institute of Legislation and Legal Information of the Republic of Kazakhstan*, 2(47), 147-156.

Aliyev, A. (2017). Limitation of the freedom of contract in case of a significant change in circumstances in English, German, Russian and Azerbaijani law. *Bulletin of the Institute of Legislation and Legal Information of the Republic of Kazakhstan*, 2(47), 72-76.

Belykh, V. (2017). *Contract law in England: a comparative legal study*. Moscow: Institute of Law and Entrepreneurship.

Civil Code of the Republic of Kazakhstan. (1994). Retrieved from https://online.zakon.kz/document/?doc_id=1006061&pos=3599;-45#pos=3599;-45.

Farokhiddinov, U. (2021). Comparative legal analysis as the most current direction in the development of regulatory legal acts. *Collection of Scientific Works LOGOS*, 1, 72-75.

Iasechko, S., Haliantych, M.K., Skomorovskyi, V.B., Zadorozhnyi, V., Obryvkina, O., & Pohrebniak, O. (2020). Contractual relations in the information sphere. *Systematic Reviews in Pharmacy*, 11(8), 301-303.

Kullolli, B. (2023). Contract law of Albania in the context of public-private partnerships. *Social and Legal Studios*, 6(4), 105-113.

Law of the People's Republic of China "On Contracts". (1999). Retrieved from https://chinalawinfo.ru/civil_law/law_contract.

Li, Q. (2018). New Opportunities and New Challenges Facing China-Kazakhstan trade and economic cooperation. *Foreign Trade Practice*, 15, 29-32.

Ma, I. (2020). Socio-economic relations between Kazakhstan and China after the collapse of the USSR. *Genesis: Historical Research*, 10, 12-18.

Masabaev, K. (2018). The evolution of the political system of China and Kazakh-Chinese relations. Retrieved from https://edu.e-history.kz/ru/publications/view/891.

Milovanova, N. (2020). Conceptual foundations of legal relations between the PRC and the Republic of Kazakhstan. *Post-Soviet Studies*, 7(3), 593-600.

Muhamedzhanov, E. (2017). Constitutional reform of 2017 in Kazakhstan. Retrieved from http://www.zakon.kz/4842313-konstitucionnaja-re-forma-2017-goda-v.html.

Nesterova, E. (2017). Directions of improvement of legal regulation of responsibility for breach of contract under the legislation of the Republic of Kazakhstan on the basis of provisions of English law and model rules of European private law. *Civil law. Articles. Comments. Practice*, 50, 361-370.

Qi, Q., Toktobaev, B., & Zhang, Q. (2023). Termination of the contract by the breaching party in Civil Code of China. *Social and Legal Studios*, 6(4), 183-191.

Shalamova, A. (2018). Features of the modernization of the legal system: the experience of Kazakhstan. *Bulletin of the Ural Legal Institute of the Mia of Russia*, 1, 56-61

Syroezhkin, K. (2019). Problems of modern Kazakh-Chinese relations. *Russia and the New States of Eurasia*, 1(13), 21-31.

Tlegenova, F. (2020). General rules for the application of civil law norms. *Bulletin of the Institute of Legislation and Legal Information of the Republic of Kazakhstan*, 1(59), 142-148.

Treaty between the Republic of Kazakhstan and the People's Republic of China on extradition. (1996). Retrieved from https://online.zakon.kz/Document/?doc_id=1024710&pos=3;-104#pos=3;-104.

Vavilin, E., & Volos, A. (2019). Issues of the implementation of the principle of freedom of contract in the law of the people's Republic of China. *Bulletin of Tomsk State University*, 31, 133-141.

Wang, Ya. (2020). Comparative analysis of the contract law of the Republic of Kazakhstan and the People's Republic of China. *Bulletin of the Institute of Legislation and Legal Information of the RK*, 1(59), 335-340.

Wang, Ya. (2021). Similar features and distinctive features of the contract law of the Republic of Kazakhstan and the People's Republic of China. *Scientific Collection "Interconf",* 58, 135-143.

Xiao, M. (2017). System explanation and the application of custom in the "General Part of Civil Law of the People's Republic of China". *The People's Court*, 2, 12-24.

Yu, F. (2020). Basic Provisions in the "General Part civil law of the People's Republic of China". *Chinese University Social Science*, 2, 78-89.