Topic 9. Accepting and renouncing an inheritance

Topic 9 of 16 · Semester 1

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Chapter

Through this lesson, we shall examine one of the most vital and practically common stages of family and inheritance law: the procedures for the acceptance of and disclaimer of inheritance. Inheritance law does not merely govern the transfer of property from one person to another; it also ensures that the rights of all heirs, including nascituri (unborn children) and creditors, are guaranteed throughout the process. During the lesson, we will explore the legal consequences of accepting an inheritance, the legal significance of the certificate of inheritance, and the time frames for its issuance. In addition, we will analyse the strict rules governing disclaimer of inheritance, the preferential rights of certain heirs upon the distribution of the estate, and the statutory grounds for declaring inherited property escheat. For future legal professionals, this topic serves as a solid foundation for protecting the property rights of citizens, preventing family disputes, and securing justice in the distribution of an estate.

AT A GLANCE

- 6 months — Time limit for issuing certificate (From the date of opening of the inheritance (Civil Code, art. 1146))
- 3 years — Period for declaration of escheat (From the date of opening of the inheritance (Civil Code, art. 1157))
- 3 years — Condition for preferential right (Period of cohabitation with the deceased (Civil Code, art. 1153))
- 3 months — Absent heir's response time (From the date of notification (Civil Code, art. 1151))

9.1 ceptance of Inherited Property

Acceptance of inheritance is a legally significant act expressing an heir’s intention to take the share of the e state devolving upon them. Under our legislation, an heir acquires the right to receive the inheritance, or a portion (share) thereof, that falls due to them from the time of opening of the inheritance (Civil Code, art. 1

145). This rule in civil law serves to prevent property from being left ownerless. In other words, regardless o f the date on which the heir actually takes possession of or formalises the inheritance, their title operates r etroactively to the date of the opening of the inheritance (the date of the deceased's death).

However, the accrual of this right is subject to specific statutory conditions. For the heir to preserve this right, they must not subsequently disclaim the inheritance, must not be deprived of succession rights (not declared an unworthy heir), and must not lose the right to inherit as a consequence of the testamentary disposition appointing them an heir being declared invalid (Civil Code, art. 1145). If any of these circumstances occur, the right to accept the inheritance is cancelled.

Let us consider a hypothetical example: Citizen Rustam dies, leaving one motor vehicle registered in his name. His son, Jasur, is the sole heir. Jasur may take several months to register the vehicle in his own name. Legally, however, Jasur is deemed to be the owner of the vehicle from the date of Rustam's death. This rule a llows Jasur to preserve the property, claim for potential damage, and fully protect his proprietary rights in r espect of the property.

- The right to receive an inheritance arises from the time of opening of the inheritance (Civil Code, art. 1145).
- The acceptance of inheritance operates retroactively, thereby preserving the continuity of ownership rights.
- Disclaimer of inheritance or being declared an unworthy heir cancels the right to inherit (Civil Code, art. 1145).

> **KEY INSIGHT**
> The right to accept an inheritance commences at the time of opening of the inheritance. This is an essential legal fiction ensuring that the property does not remain without a lawful owner for even a single second.

9.2 Certificate of Inheritance

An heir's right to succession is confirmed by a specific instrument: the certificate of inheritance. This c ertificate must be issued by the notary at the place of opening of the inheritance upon the heir's application (C ivil Code, art. 1146). The certificate constitutes the principal legal document evidencing the heir's proprietary rig hts before third parties (state bodies, banking institutions, the cadastre authority, and others).

The legislation prescribes a definite period for issuing the instrument: a certificate of inheritance is issued after six months have elapsed from the date of opening of the inheritance (Civil Code, art. 1146). A critical point that students and legal practitioners frequently confuse is that this six-month period is not the deadline for the heir to apply to the notary, but rather the statutory period that the notary must observe before issuing the certificate. That is, the law prescribes a six-month waiting period so that the circle of heirs may be ascertained and their rights not prejudiced.

There is, however, an exception to this general rule. In the case of succession both by operation of law and under a will, if the notary possesses reliable information establishing that there are no heirs other than the persons who have applied for the issuance of a certificate in respect of the relevant property or the entire estate, the certificate may be issued prior to the expiry of the six-month period (Civil Code, art. 1146).

Furthermore, if a will is declared invalid by a court, any certificate of inheritance issued on the basis of that will likewise forfeits its legal force.

Hypothetical example: Malika applied to the notary as an heir to a dwelling house left by her father. By producing civil registry office (FHDYO) records, she proved definitively that she is the only child in the family and that there are no other heirs. In such circumstances, the notary need not wait for six months and may issue the certificate to Malika early.

- The certificate is issued by the notary at the place of opening of the inheritance (Civil Code, art. 1146).
- As a general rule, the certificate is issued after 6 months have elapsed from the date of opening of the inheritance (Civil Code, art. 1146).
- Where it is certain that there are no other heirs, the certificate may be issued before the expiry of 6 months (Civil Code, art. 1146).

> **EXAM FOCUS**
> Do not confuse this on the examination: the 6-month period is not the time limit for submitting an application to accept an inheritance; rather, it is the statutory waiting period prescribed for the notary to issue the certificate.

> **COMMON PITFALL**
> If a will is declared invalid, any certificate of inheritance issued on the basis of that will automatically forfeits its legal validity.

9.3 Disclaimer of Inheritance and Its Limitations

The principle of voluntariness holds an essential place in succession law. No person may be compelled to accept an inheritance. An heir is entitled to disclaim the inheritance at any time from the date of opening of the inheritance (Civil Code, art. 1147). Disclaimer of inheritance is effected by the heir submitting an application to the notary at the place of opening of the inheritance. Disclaimer through an authorised agent is also permitted, provided that this power is specifically stated in the power of attorney. The most crucial rule is: a disclaimer of inheritance cannot subsequently be revoked or retracted (Civil Code, art. 1147). This rule ensures legal certainty and stability for all participants in civil transactions.

The law restricts the right of disclaimer in certain instances (Civil Code, art. 1148). An heir is entitled to indicate that they are disclaiming in favour of other persons chosen from among the heirs by will or heirs by operation of law. However, disclaiming a specific part of an inheritance, or disclaiming with reservations or subject to conditions, is not permitted. For instance, conditional disclaimers such as "I disclaim the motor vehicle, but I take the house" or "If my younger brother enters university, I disclaim the inheritance" are legally void. Where a person is an heir both under a will and by operation of law, they may disclaim on either of these grounds, or on both.

In the event that an heir disclaims the inheritance, the rule on the accretion of inheritance shares applies (Civil Code, art. 1154). The portion falling to the disclaiming heir devolves upon the statutory heirs called to succeed and is distributed among them in proportion to their shares. Likewise, a testamentary beneficiary

under a testamentary burden (legacy) is entitled to disclaim that benefit, provided that no partial or conditional disclaimer is permitted (Civil Code, art. 1149).

Hypothetical example: Umida disclaimed the inheritance left by her father through a notary in favour of her younger brother, Anvar. One month later, Umida changed her mind and attempted to retract her application. Under the law, the notary must dismiss her request, as a disclaimer cannot be retracted.

- An inheritance may be disclaimed at any time by lodging an application with the notary (Civil Code, art. 1147).
- Revoking or retracting a disclaimer of inheritance is strictly prohibited (Civil Code, art. 1147).
- Disclaiming an inheritance in part, subject to conditions, or with reservations is not permitted (Civil Code, art. 1148).
- The disclaimed share of the inheritance is distributed proportionately among the remaining heirs (Civil Code, art. 1154).

> **COMPARE**
> Difference between acceptance of inheritance and disclaimer: acceptance may be effected tacitly or by taking practical steps, whereas a disclaimer may only be made by lodging a written application with a notary and is strictly irrevocable.

9.4 Distribution of the Estate and Preferential Rights

Any of the statutory heirs who have accepted the inheritance has the right to demand distribution of the estate (Civil Code, art. 1150). The distribution is carried out by mutual agreement of the heirs, or, in the absence of agreement, through judicial proceedings. In the distribution of an estate, the paramount interests of the child are strictly secured. If there is a conceived but yet unborn heir (nasciturus), the estate may be distributed only after the birth of that heir (Civil Code, art. 1151). If the infant is born alive, its share is allocated, and a representative of the guardianship and trusteeship authority must take part in the distribution to protect the child's interests.

The law confers preferential rights upon certain heirs. Heirs who resided together with the deceased for a period of three years prior to the opening of the inheritance enjoy a preferential right upon distribution of the estate to receive the dwelling house, flat, and household furnishings and everyday domestic articles (Civil Code, art. 1153). However, the exercise of this preferential right must not prejudice the proprietary interests of the other heirs. Where the value of the property subject to the preferential right exceeds the heir's statutory share, the person exercising the preference must pay monetary compensation or transfer o ther property to them.

Prior to the distribution of an estate, there are specific charges that must be settled out of the estate assets (Civil Code, art. 1155). These include the costs of the deceased's illness, funeral expenses, and the costs of s afeguarding and administering the estate. Such claims are satisfied preferentially, taking priority over all o ther claims (including secured claims). In addition, creditors of the deceased are entitled to present their c laims, and the heirs are liable as joint and several debtors within the limit of the value of the property p assing to each of them (Civil Code, art. 1156).

Hypothetical example: Botir died. His wife is pregnant. Botir's other children demanded the distribution of t he estate. Under the law, the notary and the heirs are required to suspend the distribution of the estate u ntil the unborn child is born. This guarantees the property rights of the prospective child.

- The estate is distributed by mutual agreement or through the court (Civil Code, art. 1150).
- Distribution of the estate prior to the birth of a conceived child is prohibited (Civil Code, art. 1151).
- An heir who lived with the deceased for 3 years enjoys a preferential right to the dwelling and household goods (Civil Code, art. 1153).
- Funeral and estate preservation costs are satisfied in priority over all other claims (Civil Code, art. 1155).

> **CASE LINK**
> Practical scenario: If an heir wishes to take the residential house forming part of the estate on the basis of a preferential right, but the value of the house exceeds their share in the inheritance, they are obligated to pay the deficit to the other heirs in the form of monetary compensation.

9.5 Declaration of Inherited Property as Escheat

The fate of an estate left without heirs is clearly defined by legislation. If there are no heirs either by operation of law or under a will, or if none of them has the right of succession, or if all heirs have disclaimed the inheritance, such estate property is deemed escheat (Civil Code, art. 1157). This rule prevents property from becoming abandoned and dropping out of economic circulation.

The process of declaring inherited property as escheat requires a specified period and strict judicial supervision. The property is declared escheat pursuant to a court decision after three years have elapsed from the date of opening of the inheritance, upon an application submitted by the local executive authorities or the citizens' self-government body (mahalla) at the place of opening of the inheritance (Civil Code, art. 1157). The three-year period provides sufficient opportunity for potential heirs to appear a nd assert their rights. However, if the expenses incurred in safeguarding and administering the property e xceed its value, the property may be declared escheat prior to the expiry of the three-year period.

Property declared escheat passes into the ownership of the citizens' self-government body (mahalla) in the t erritory where it is situated. If the mahalla declines to accept this property, it then passes into state o wnership (Civil Code, art. 1157).

Hypothetical example: A citizen living alone passed away, leaving no relatives and no will. His residential house remained unattended for 3 years. The mahalla assembly of citizens applies to court requesting that the house be declared escheat. Under the court decision, the house passes to the disposition of the mahalla, and the mahalla may use it for community or social purposes.

- Property is declared escheat where there are no heirs at all or where all heirs have disclaimed (Civil Code, art. 1157).
- A declaration of escheat is made by court judgment 3 years after the opening of the inheritance (Civil Code, art. 1157).
- Escheat property vests primarily in the ownership of the mahalla, and if the mahalla declines, it vests in the state (Civil Code, art. 1157).

> **KEY INSIGHT**
> The doctrine of escheat ensures that property in civil law always retains an owner and continues to serve the public interest.

KEY TAKEAWAYS

1. The right to accept an inheritance arises from the time of opening of the inheritance and operates retroactively.
2. A certificate of inheritance is ordinarily issued by a notary after 6 months have elapsed from the opening of the inheritance.
3. A disclaimer of inheritance is effected solely by submitting an application to a notary and is entirely irrevocable.
4. The law prohibits disclaiming an inheritance in part or subject to conditions.
5. Where a conceived but unborn heir exists, the distribution of the estate is suspended until that child's birth.
6. Heirs who cohabited with the deceased for 3 years enjoy a preferential right to the dwelling and everyday domestic articles.
7. Funeral and estate administration expenses are discharged out of the estate assets in the very first priority.
8. In the absence of any heirs, property is declared escheat by a court after 3 years and vests in the mahalla or the state.

Summary

This lesson examined the legal mechanisms for the acceptance and disclaimer of inheritance. The right to accept an inheritance commences at the time of opening of the inheritance, thereby preventing property from becoming ownerless. The certificate confirming succession rights is issued by a notary after 6 months have elapsed, although it may be issued earlier if it is established beyond doubt that no other heirs exist. The principle of voluntariness prevails in inheritance law, permitting an heir to disclaim the estate at any time. However, a disclaimer is definitive: it cannot be retracted, nor can it be made partially or subject to conditions. In the distribution of an estate, the interests of a conceived but unborn child are strictly safeguarded, and distribution is suspended until the child's birth. Furthermore, preferential rights to the residential home are guaranteed to persons who resided together with the deceased. In respect of the debts of the deceased, the heirs are jointly and severally liable within the limits of the value of the property inherited by each of them. If there are no heirs at all, the property is declared escheat by court decision after 3 years and passes into the ownership of the mahalla or the state.

KEY PRINCIPLES

1. Upon acceptance of the inheritance, ownership rights arise retroactively from the date of opening of the inheritance.

2. The 6-month statutory waiting period for issuing the certificate serves to ascertain heirs and safeguard their rights.

3. A disclaimer of inheritance is voluntary, yet it constitutes an irrevocable legal act.

4. Disclaiming an inheritance in part or subject to conditions is prohibited.

5. The inheritance share of an unborn child is strictly protected by the law and the guardianship and trusteeship authorities.

6. The expenses of the deceased's illness and funeral take precedence over all claims of creditors.

7. Heirs are liable to creditors only to the extent of the value of the property devolved upon them.

8. The doctrine of escheat ensures that property remains within society's economic circulation.

> **KEY TERMS**
> Acceptance of inheritance · Certificate of inheritance · Disclaimer of inheritance · Accretion of inheritance shares · Testamentary burden · Absent heir · Preferential right · Joint and several debtors · Escheat property · Guardianship and trusteeship authority

EXAM CHECKLIST

- When does the right to accept an inheritance arise, and what is its retroactive effect?
- Under what circumstances may a certificate of inheritance be issued prior to the expiry of 6 months?
- Why is it impossible to revoke or retract a disclaimer of inheritance?
- In what circumstances is the right to disclaim an inheritance restricted?
- What is the statutory procedure for distributing the estate when there is a conceived but unborn heir?
- Which heirs enjoy preferential rights in the distribution of an estate?
- What expenses are satisfied out of the estate assets in the very first priority?
- How much time must elapse before inherited property can be declared escheat, and to whom does its ownership pass?

Cases (IRAC)

Case 1 · Unborn heir (nasciturus) and renunciation of inheritance

> **FACTS**
> Citizen Rustam died suddenly. His statutory heirs were his pregnant spouse, Nargiza, and his brother, Sanjar. Rustam left behind an estate comprising a large residential courtyard, an agricultural land plot, and a passenger motor car. Sanjar demanded the immediate distribution of the inheritance and sought to sell his share quickly to obtain cash. Nargiza stated that she was pregnant and strongly objected to any distribution of the inheritance until her child was born. Subsequently, Sanjar declared that he would renounce his share in the courtyard and land plot only on the condition that the motor car was transferred entirely into his ownership—that is, he would renounce the inheritance exclusively subject to

this condition. He intends to submit an application to the notary in precisely those terms. Not knowing how to proceed in this situation, Nargiza sought legal advice.

ISSUE

The issue of the rights of an unborn child (nasciturus) in the distribution of an inheritance and the legality of conditional renunciation of an inheritance.

RULE

Pursuant to Article 1151 of the Civil Code, if there is a conceived but not yet born heir, the distribution of the inheritance may be effected only after the birth of such heir, and the guardianship and trusteeship authority is invited to protect the interests of the newborn child. Pursuant to Article 1148 of the Civil Code, renunciation of an inheritance with reservations or subject to conditions is not permitted.

ANALYSIS

1) Under Article 1151 of the Civil Code, if there is an heir conceived but not yet born, the distribution of the estate may be carried out only after such heir is born. Consequently, Sanjar's demand for the immediate partition of the estate is entirely contrary to law. The inheritance cannot be distributed under any circumstances until Nargiza's child is born; this rule is strictly mandatory in nature. 2) Article 1148 of the Civil Code strictly provides that renunciation of a part of an inheritance, as well as renunciation with reservations or subject to conditions, is not permitted. Sanjar's intention to renounce other property subject to the condition of receiving the motor car is legally invalid, and the notary will not accept such a conditional application. He must either renounce the inheritance in its entirety or accept it under the general procedure. 3) The interests of an unborn child are strictly protected by law, as the priority of the child's best interests is a fundamental principle of family and civil law. Pursuant to Article 1151 of the Civil Code, if the heir conceived in the womb is born alive, the remaining heirs are entitled to effect the distribution of the inheritance only after separating the inheritance share due to the newborn. Most importantly, following the birth of the child, a representative of the guardianship and trusteeship authority must be invited to the distribution of the inheritance in order to protect the child's property interests and prevent conflicts of interest. This rule guarantees that the child's rights are not infringed by other heirs and that the share due to the child is allocated in full.

CONCLUSION

The inheritance cannot be distributed until Nargiza's child is born. Sanjar's application for conditional renunciation of the inheritance is contrary to law and invalid. Once the child is born, the child's interests will be fully safeguarded with the participation of the guardianship and trusteeship authority.

DISCUSSION QUESTIONS

1. Can the inheritance be distributed prior to the birth of Nargiza's child?
2. Is Sanjar's renunciation of the inheritance subject to the condition of receiving the motor car lawful?
3. How are the inheritance interests of an unborn child protected?

Civil Code of the Republic of Uzbekistan, Part Two (29.08.1996) — https://lex.uz/docs/180552

Case 2 · Preferential right and claims of creditors

FACTS

Citizen Anvar died. He left an estate consisting of a residential courtyard valued at 800 million UZS and a bank loan debt of 50 million UZS. His statutory heirs are his son, Botir, and his daughter, Lola. Botir had resided together with his father in the same courtyard for 5 years prior to his death. Lola is married and resides in another district. Citing a preferential right to the courtyard, Botir wishes to acquire the courtyard in its entirety. At the same time, he refuses to pay the bank debt, claiming that Lola ought to pay the debt because she is not receiving a share in the courtyard. Lola stated that this was unfair and demanded the protection of her rights.

ISSUE

The application of the preferential right to residential premises during the distribution of an estate and the procedure for discharging the decedent's debts by heirs.

RULE

Pursuant to Article 1153 of the Civil Code, heirs who resided together with the decedent for three years prior to the opening of the inheritance have a preferential right to receive the dwelling upon distribution, but they must pay compensation to the other heirs. Under Article 1156 of the Civil Code, heirs are jointly and severally liable to creditors within the value of the property passing to them.

ANALYSIS

1) Pursuant to Article 1153 of the Civil Code, heirs who resided together with the decedent for three years prior to the opening of the inheritance possess a preferential right to receive residential premises from the estate upon distribution. Since Botir lived with his father for 5 years, he indeed possesses a preferential right to receive the courtyard in kind. 2) However, under that same Article 1153, when exercising a preferential right, the property interests of other heirs must be observed. If the property constituting the estate is insufficient to grant the other heirs their respective shares, the heir exercising the preferential right must provide them with appropriate pecuniary or property compensation. Therefore, even if Botir takes the courtyard in full, he is obliged to pay Lola monetary compensation corresponding to her statutory share. 3) Regarding creditors' claims, Article 1156 of the Civil Code provides that creditors of the decedent are entitled to assert claims against the heirs. In doing so, each of the heirs is liable as a joint and several debtor within the value of the property passing to them. Botir's argument that only Lola must pay the debt is unfounded. Both heirs are jointly and severally liable for the bank debt of 50 million UZS within the limits of the value of the property (or compensation received) that passed to them.

CONCLUSION

Botir has a statutory preferential right to the courtyard, but he must pay monetary compensation to Lola for her respective share. Regarding the debt owed to the bank, both heirs bear joint and several liability within the value of their respective shares.

DISCUSSION QUESTIONS

1. Does Botir have a preferential right to receive the courtyard in kind?
2. If Botir takes the courtyard entirely, how are Lola's property interests protected?
3. In what manner are the heirs liable for Anvar's debt to the bank?

Civil Code of the Republic of Uzbekistan, Part Two (29.08.1996) — https://lex.uz/docs/180552

Case 3 · Absent heir and bona vacantia (escheat)

FACTS

A solitary citizen, Karim, passed away. He held title to one flat and a bank deposit account. Karim left no will. Following his death, no statutory heirs were discovered, and no one applied to the notary to accept the inheritance. Four years elapsed. The flat remained neglected, accumulating substantial arrears in utility payments. The citizens' assembly of the mahalla in the territory where the flat is situated filed an application with the court seeking to recognise the property as bona vacantia (escheat) and transfer it into the ownership of the mahalla. The court is reviewing whether statutory requirements were observed in the course of examining this application.

ISSUE

The procedure for declaring estate property to be bona vacantia (escheat) in the absence of heirs and determining its owner.

RULE

Pursuant to Article 1157 of the Civil Code, in the absence of heirs, the estate is considered bona vacantia. Upon the expiry of 3 years from the date of the opening of the inheritance, it is declared bona vacantia by a court decision upon the application of a local authority or self-government body and passes into the ownership of the self-government body.

ANALYSIS

1) According to Article 1157 of the Civil Code, if there are no heirs either by statute or by will, or if all heirs have renounced the inheritance, the inherited property is considered bona vacantia (escheat). In Karim's situation, since no heirs were found, his flat and bank deposit legally acquire the status of bona vacantia property. 2) Under the legislation, inherited property is declared bona vacantia on the basis of a court decision upon the application of the local executive authorities or citizens' self-government bodies at the place of the opening of the inheritance after the expiry of three years from the date of the opening of the inheritance. In this circumstance, four years have passed since Karim's death; thus, the statutory three-year period has been observed. Furthermore, the citizens' assembly of the mahalla (the self-government body) is fully entitled to apply to the court. 3) Under the third part of Article 1157 of the

Civil Code, bona vacantia property passes into the ownership of the citizens' self-government body of the locality where it is situated. Only if that body renounces the property does it subsequently pass into state ownership. Therefore, if the court grants the application, Karim's flat will lawfully pass into the ownership of the citizens' assembly of the mahalla.

CONCLUSION

Karim's property may lawfully be declared bona vacantia. The citizens' assembly of the mahalla is entitled to apply to the court after the expiry of 3 years, and by court decision, this property will pass into the ownership of the mahalla.

DISCUSSION QUESTIONS

1. Under what circumstances is an estate considered bona vacantia?
2. Who may apply to the court to have property declared bona vacantia, and after what period?
3. To whose ownership does property declared bona vacantia pass?

Civil Code of the Republic of Uzbekistan, Part Two (29.08.1996) — https://lex.uz/docs/180552

Quiz

MULTIPLE CHOICE

1. Anvar died. His son Botir is inquiring when his right to the inherited motor car arises. According to the legislation, when does Botir's right to the inheritance arise?

- A. From the date of receipt of the certificate of right to inheritance
- B. From the time of the opening of the inheritance
- C. After the expiry of six months from the date of the opening of the inheritance
- D. From the moment of state registration of the motor car in his name

CORRECT: B

Pursuant to Civil Code, art. 1145, an heir acquires the right to receive the inheritance or part thereof due to him from the time of the opening of the inheritance. This right operates fully provided he has not renounced the inheritance, has not been disinherited, and the will has not been declared invalid. Therefore, the right arises precisely from the opening of the inheritance, not upon receiving the certificate.

2. Dilshod applied to a notary for a certificate of right to inheritance two months after his father's death. The notary possesses precise information establishing that there are no heirs other than Dilshod. How must the notary act?

- A. May issue the certificate prior to the expiry of the six-month period
- B. Is strictly required to wait until the six months have elapsed
- C. May issue the certificate only after one year has elapsed

- D. Must demand a court decision confirming the absence of other heirs

> **CORRECT: A**
> Pursuant to Civil Code, art. 1146, a certificate of right to inheritance is generally issued after the expiry of six months from the date of the opening of the inheritance. However, if the notary possesses reliable information establishing that there are no heirs other than the persons who applied, the certificate may be issued prior to the expiration of this six-month period.

3. Jasur submitted a written application to the notary renouncing the inheritance left by his father. One week later, he changed his mind and sought to revoke his application. Can Jasur withdraw his application?

- A. Yes, provided the six-month period has not yet expired
- B. Yes, if the other heirs give their written consent
- C. No, renunciation of an inheritance cannot subsequently be revoked or withdrawn
- D. Yes, but only with the permission of the court

> **CORRECT: C**
> Pursuant to Civil Code, art. 1147, an heir is entitled to renounce an inheritance at any time from the date of the opening of the inheritance. Renunciation is effected by submitting an application to the notary. The paramount rule is that renunciation of an inheritance cannot subsequently be revoked or withdrawn. Jasur cannot withdraw his application.

4. Malika wishes to renounce her inheritance share on the condition that her brother pays her university tuition fees. According to the legislation, is it permissible to renounce an inheritance subject to such a condition?

- A. Yes, if the brother agrees to this condition in writing
- B. Yes, permitted if an agreement is concluded with the participation of a notary
- C. No, renunciation of an inheritance subject to conditions is not permitted
- D. Yes, permitted only between statutory heirs

> **CORRECT: C**
> Pursuant to Civil Code, art. 1148, renunciation of a part of an inheritance, as well as renunciation of an inheritance with reservations or subject to conditions, is strictly impermissible, save in cases specially provided for by law. Therefore, Malika cannot renounce the inheritance subject to a condition imposed on her brother; such an act is contrary to law.

5. Rustam is a beneficiary of a testamentary burden (testamentary bequest/legacy). He wishes to renounce this entitlement in favour of his close friend. Is this permitted by law?

- A. Yes, if the heir charged with performing the testamentary burden agrees
- B. No, renunciation of a testamentary burden in favour of another person is not permitted
- C. Yes, permitted if formalised through a notary
- D. Yes, if effected within 3 months after the opening of the inheritance

CORRECT: B

Pursuant to Civil Code, art. 1149, the beneficiary of a testamentary burden is entitled to renounce that entitlement. However, under the law, renunciation in part, with reservations, subject to conditions, or in favour of another person is strictly impermissible. Rustam cannot renounce in favour of his friend.

6. Three brothers inherited a residential courtyard from their parents. Two brothers wish to partition the courtyard, whereas the third brother opposes it. How is the distribution of the inheritance resolved?

- A. Distribution is carried out through judicial proceedings
- B. Resolved by the decision of the eldest brother
- C. The chairperson of the citizens' assembly of the mahalla makes a decision
- D. Partition is not possible until all heirs consent

CORRECT: A

Pursuant to Civil Code, art. 1150, any of the statutory heirs who have accepted the inheritance is fully entitled to demand distribution of the estate. The distribution of the inheritance is effected by mutual agreement among the heirs. In the event that agreement is not reached between them, the partition is resolved exclusively through judicial proceedings.

7. Salim died. His wife is pregnant. The other heirs demand that the inheritance be partitioned immediately. According to the legislation, when may the inheritance be distributed in this situation?

- A. It may be distributed immediately by leaving an estimated share for the unborn child
- B. It may be distributed at any time if the wife agrees
- C. An unborn child has no rights; therefore, it is distributed immediately
- D. Distribution of the inheritance may be effected only after the birth of the conceived heir

CORRECT: D

Pursuant to Civil Code, art. 1151, if there is a conceived but not yet born heir, the distribution of the inheritance may be carried out only after such heir is born. If the child is born alive, the child's share is allocated. This rule is aimed at securing the priority of the child's interests, and a representative of the guardianship and trusteeship authority must participate in the distribution.

8. The estate includes a commercial enterprise. There is no special agreement among the heirs on how to partition it. According to the law, how is this enterprise distributed?

- A. Sold at auction and the proceeds divided
- B. Not partitioned in kind and becomes the common share property of the heirs
- C. Transferred to state ownership and compensation is paid to the heirs
- D. The enterprise is divided into parts and granted to each heir as separate property

CORRECT: B

> Pursuant to Civil Code, art. 1152, unless otherwise agreed by all heirs who have accepted the inheritance, an enterprise included in the estate is not subject to partition in kind. It becomes the common share property of the heirs in accordance with their respective shares. This is designed to preserve the continuity of enterprise operations.

9. Nodira lived together with her mother for 4 years before her mother's death. Her elder sister lived separately. What right does Nodira have regarding receiving her mother's dwelling upon distribution of the estate?

- A. She has a preferential right to receive the dwelling
- B. She has equal rights with her sister; no preference is granted
- C. The dwelling must compulsorily be sold
- D. The mahalla committee decides to whom it should be granted

> **CORRECT: A**
> Pursuant to Civil Code, art. 1153, heirs who resided together with the decedent for three years prior to the opening of the inheritance possess a preferential right to receive from the estate a residential house, flat, or other dwelling, as well as ordinary household items, upon distribution. Having lived together for 4 years, Nodira is entitled to exercise this right.

10. Akmal, Bobur, and Vali are statutory heirs. Vali renounced his share without specifying any beneficiary. How is Vali's share distributed?

- A. Transferred in favour of the state
- B. Passes to Vali's children
- C. Distributed between Akmal and Bobur in proportion to their shares
- D. Transferred to a charitable foundation

> **CORRECT: C**
> Pursuant to Civil Code, art. 1154, where an heir renounces an inheritance, the part of the inheritance due to him passes to the statutory heirs called to inherit. This portion is distributed among them in proportion to their shares in the estate. This situation is known in jurisprudence as accretion of inheritance shares, and Vali's share passes to Akmal and Bobur.

11. The decedent left a debt secured by a mortgage as well as expenses associated with his burial. Which of these must be satisfied first from the estate assets?

- A. The debt secured by mortgage
- B. The burial expenses
- C. Both are satisfied equally
- D. The heirs pay whichever they wish first

> **CORRECT: B**

> Pursuant to Civil Code, art. 1155, expenses for the decedent's burial, expenses incurred due to the decedent's illness, and expenses for the preservation of the estate must be satisfied out of the value of the estate prior to all other claims. These claims are satisfied preferentially in the first priority, taking precedence even over claims secured by mortgage or pledge.

12. The decedent had debts of 100 million UZS owed to creditors. Property worth 40 million UZS passed to the heir Qodir by inheritance. For how much debt are the creditors entitled to claim recovery from Qodir?

- A. The full 100 million UZS is recovered
- B. 50 million UZS
- C. Debts do not transfer to the heir
- D. Only within the value of the property passing to him, namely up to 40 million UZS

> **CORRECT: D**
> Pursuant to Civil Code, art. 1156, creditors are entitled to assert claims against heirs arising from the obligations of the decedent. In this regard, each heir is liable as a joint and several debtor only within the limits of the value of the property passing to him. Thus, Qodir pays the debt only up to the 40 million UZS he accepted.

13. A person died leaving no heirs whatsoever. The local executive authority plans to file an application with the court seeking to declare the estate property bona vacantia (escheat). According to the law, after what period from the date of opening of the inheritance may this application be filed?

- A. After six months have passed
- B. After one year has passed
- C. After three years have passed
- D. An application may be filed immediately

> **CORRECT: C**
> Pursuant to Civil Code, art. 1157, estate property is declared bona vacantia on the basis of a court decision upon an application of the local executive authorities or citizens' self-government bodies. This application may be filed after the expiry of three years from the date of the opening of the inheritance; if preservation expenses exceed the value, it may be earlier.

14. The whereabouts of an absent heir have been established, and he has been notified of the intention to partition the estate. How long must the remaining heirs wait from the moment of notification before they may proceed to distribute the estate among themselves?

- A. One month
- B. Three months
- C. Six months
- D. One year

> **CORRECT: B**

Pursuant to Civil Code, art. 1151, if the absent heir does not notify the other heirs of his intention to participate in the partition within three months from the date of notification, the remaining heirs are entitled to effect the distribution among themselves, having set aside his share. This time limit prevents unwarranted delay in settling inheritance matters.

OPEN QUESTIONS

15. When is a certificate of right to inheritance issued, and under what exceptional circumstances may it be issued prior to the expiration of that period?

MODEL ANSWER

Pursuant to Article 1146 of the Civil Code, a certificate of right to inheritance is issued upon the request of an heir by a notary at the place of the opening of the inheritance. Under the general rule, this certificate is issued after the expiry of six months from the date of the opening of the inheritance, that is, from the date of the decedent's death. This six-month term is established to provide all prospective heirs sufficient time to assert their rights and either accept or renounce the inheritance. However, the legislation provides for the possibility of issuing the certificate before this period expires. Upon inheritance by statute or by will, if the notary possesses reliable information establishing that there are no heirs other than the persons who applied for the issuance of a certificate in respect of the relevant property or the entire estate, the certificate may be issued prior to the expiry of the six-month period. As an alternative approach, it may be noted that in practice notaries, because of the difficulty of attaining absolute certainty regarding the absence of other heirs, often prefer to wait the full six months to minimise risk. While this may slightly constrain the heirs' ability to utilise the property promptly, it is of material importance in preventing future legal disputes.

16. Can an heir who has submitted an application renouncing an inheritance change their mind and revoke it? How does the legislation view the renunciation of an inheritance subject to specific conditions?

MODEL ANSWER

Pursuant to Article 1147 of the Civil Code, an heir is entitled to renounce an inheritance at any time from the date of the opening of the inheritance. However, the law establishes strict legal consequences for such renunciation: renunciation of an inheritance cannot subsequently be revoked or withdrawn. This rule serves to ensure legal certainty for participants in civil commerce, particularly other heirs and creditors. If an heir were able to retract their application, the partition of the estate would remain under perpetual jeopardy. Furthermore, pursuant to Article 1148 of the Civil Code, renunciation of a part of an inheritance, as well as renunciation with reservations or subject to conditions, is impermissible. For instance, an heir cannot stipulate a condition such as 'I renounce the inheritance only if the other heir discharges the debt'. As an alternative approach, in the legal practice of some foreign jurisdictions, an heir may have the possibility of setting aside a renunciation through judicial proceedings within a short limitation period if it was made under the influence of mistake or fraud. Under Uzbek legislation, where the principle of voluntary consent is vitiated (for example, where an application is executed under duress or threat), general civil law remedies for declaring a transaction invalid may apply; nonetheless, under ordinary circumstances, renunciation is irrevocable.

17. Following the death of the decedent, what expenses must be satisfied out of the estate on a priority basis prior to distribution, and why do these expenses take precedence even over claims secured by pledge?

> **MODEL ANSWER**
> Pursuant to Article 1155 of the Civil Code, before the inheritance is distributed among heirs, a number of vital expenses must be satisfied out of the estate assets. These comprise necessary expenses occasioned by the decedent's pre-death illness, expenses for his burial, and expenses associated with taking possession of, safeguarding, administering, and executing the will. The legislation dictates that these claims must be satisfied out of the estate's value preferentially prior to all other claims, including those secured by a mortgage or other pledge. The primary rationale is that burial and terminal medical expenses, being intrinsically linked to human life and dignity, possess the highest moral and humanitarian priority. Moreover, unless estate preservation expenses are discharged, the estate property itself might perish or diminish in value, thereby prejudicing the interests of both creditors and heirs. As an alternative approach, commercial banks and secured creditors may argue that security rights ought to maintain absolute priority, given that they extended funds against the specific collateral of that property. However, grounded in the principle of social justice, the state prioritises necessary and unavoidable post-mortem expenses over any commercial obligations.

Glossary

> **ACCEPTANCE OF INHERITANCE**
> The acquisition by an heir of the right to receive the inheritance or a part thereof due to him. This right arises and enters into legal effect from the time of the opening of the inheritance.

Example: Anvar accepted the house left by his father as an inheritance and commenced ownership of it.

Related: Renunciation of inheritance, Certificate of right to inheritance

> **CERTIFICATE OF RIGHT TO INHERITANCE**
> An official instrument issued by a notary at the place of the opening of the inheritance upon the application of an heir, certifying his lawful title to the inheritance. It is usually issued after the expiry of six months from the date of the opening of the inheritance.

Example: Six months after the opening of the inheritance, Vali applied to the notary and obtained a certificate of right to inheritance.

Related: Acceptance of inheritance, Distribution of inheritance

RENUNCIATION OF INHERITANCE
The voluntary relinquishment by an heir of the inheritance share due to him at any time from the date of the opening of the inheritance. This act is effected by submitting an application to a notary and cannot be revoked.

Example: Akmal submitted an application to the notary renouncing his share in favour of his younger brother.

Related: Accretion of inheritance shares, Acceptance of inheritance

RENUNCIATION OF TESTAMENTARY BURDEN
The voluntary renunciation by the beneficiary of a testamentary burden (legacy) of the entitlement conferred upon him. The law does not permit renunciation in part, subject to conditions, or in favour of another person.

Example: Umid renounced the performance of the burden bequeathed in his favour, and the heir was released from this obligation.

Related: Renunciation of inheritance

DISTRIBUTION OF INHERITANCE
The process of dividing estate property among statutory heirs who have accepted the inheritance in accordance with their shares. In the absence of an agreement, distribution is effected through judicial proceedings.

Example: The brothers distributed the inheritance left by their father in equal shares on the basis of a mutual agreement.

Related: Preferential right, Absent heir

ABSENT HEIR
A lawful heir whose whereabouts are unknown at the time of the opening of the inheritance or who does not participate directly in the distribution of the estate. The other heirs are obligated to take steps to ascertain his whereabouts.

Example: The daughter, who lived abroad at an unknown address, was sought as an absent heir.

Related: Distribution of inheritance

SUCCESSION TO AN ENTERPRISE
The process whereby an enterprise forming part of the estate is not partitioned among heirs in kind, but becomes their common share property. This rule may be modified and another arrangement established by agreement of all heirs.

Example: The heirs agreed not to divide the production enterprise left by their father, but to administer it as common share property.

Related: Distribution of inheritance

> **PREFERENTIAL RIGHT**
> The prior right of heirs who resided together with the decedent for at least three years prior to the opening of the inheritance to receive a dwelling or household items. In doing so, the property interests of other heirs must also be protected.

Example: The youngest son, who had resided together with the family, exercised his preferential right to receive the family home upon the distribution of the estate.

Related: Distribution of inheritance

> **ACCRETION OF INHERITANCE SHARES**
> The situation wherein, if one of the heirs renounces the inheritance or is excluded from succession, his share passes to the remaining statutory heirs and is distributed among them proportionately.

Example: When the eldest brother renounced the inheritance, his share was divided equally between the remaining two brothers, increasing their shares.

Related: Renunciation of inheritance

> **BONA VACANTIA (ESCHEAT)**
> A condition that arises when there are no statutory or testamentary heirs, when heirs lack the right to inherit, or when all have renounced the inheritance. Such property is declared bona vacantia by court decision.

Example: Since the deceased had no relatives or heirs, his house was declared bona vacantia property by the court.

Related: Renunciation of inheritance

> **EXPENSES PAYABLE FROM THE ESTATE**
> Necessary expenses associated with the decedent's illness, burial, and the preservation and administration of the estate, which must be satisfied prior to the distribution of the estate. These claims are satisfied preferentially before other debts.

Example: Burial and hospital expenses for the deceased were defrayed out of the estate assets on a first-priority basis.

Related: Distribution of inheritance

Timeline

Development of the Institution of Acceptance and Disclaimer of Inheritance

> **1996 · ADOPTION OF THE CIVIL CODE**
> The Civil Code of the Republic of Uzbekistan was enacted, laying down the fundamental statutory rules governing succession, including the acceptance, disclaimer, and distribution of estates.

Significance: The primary legal framework regulating succession legal relations was established, guaranteeing the property rights of citizens.

> **2010 · AMENDMENTS TO THE DISCLAIMER PROCEDURE**
> An amendment was introduced into the relevant article of the Civil Code, strictly providing by statute that a disclaimer of inheritance cannot subsequently be annulled or retracted.

Significance: The legal consequences of disclaiming an inheritance were consolidated, thereby ensuring legal certainty.

> **2010 · RIGHTS OF ABSENT HEIRS**
> Pursuant to a statutory amendment, where an absent heir fails to provide an answer within three months of receiving notification, the remaining heirs are entitled to distribute the estate after setting aside that heir's share.

Significance: The estate distribution process was expedited, and the rights of the remaining heirs were protected.

> **2025 · TIMEFRAMES FOR ESCHEAT PROPERTY PROCEEDINGS**
> The revised version of the procedure was adopted whereby local executive bodies or citizens' self-government bodies petition the court to have an estate declared escheat.

Significance: The practical legal mechanism for transferring ownerless estate assets to municipal or state ownership was refined.

Mind map

Acceptance and refusal of inheritance

- Acceptance of inheritance: The right arises from the time of the opening of the inheritance.
- — Arising of the right: Pursuant to Civil Code, art. 1145.
- — — From the opening of the estate: From the moment death occurs.
- — — In the absence of renunciation: Must not have been voluntarily refused.

- — Issuance of certificate: By a notary pursuant to Civil Code, art. 1146.
- — — After six months: Issued after six months under the general rule.
- — — Early if no other heirs: Where it is established that no other heirs exist.
- Renunciation of inheritance: May be voluntarily renounced at any time.
- — Procedure for renunciation: Pursuant to Civil Code, art. 1147.
- — — Application to a notary: Application made in writing.
- — — Special power of attorney for representative: Must be expressly specified in the power of attorney.
- — Restrictions on renunciation: Pursuant to Civil Code, art. 1148.
- — — Irrevocable: The decision is definitive and cannot be set aside.
- — — Partial renunciation prohibited: A part of an inheritance cannot be renounced.
- — — Imposing conditions prohibited: Renunciation must be unconditional.
- Distribution of inheritance: The process of dividing property among heirs.
- — Methods of distribution: Pursuant to Civil Code, art. 1150.
- — — By mutual agreement: Voluntarily according to shares.
- — — Through judicial proceedings: In the event of failure to reach agreement.
- — Special heirs: Pursuant to Civil Code, art. 1151.
- — — Absent heir: Reservation of their share is required.
- — — Conceived heir (nasciturus): Distribution suspended until birth.
- — — Protection of child's interests: Guardianship and trusteeship authority involved.
- Preferential rights: Priority rights of certain heirs.
- — Cohabiting heirs: Pursuant to Civil Code, art. 1153.
- — — Right to receive dwelling: If they cohabited for three years.
- — — Acquiring household items: Right to receive them in kind.
- — Common property owners: Those with common rights in the property.
- — — Receiving property in kind: Allotting the part due to them.
- — — Paying compensation to others: Compensation given if others' shares are diminished.
- Debts and bona vacantia property: Financial matters associated with the inheritance.
- — Expenses from the estate: Pursuant to Civil Code, art. 1155.
- — — Burial expenses: Discharged on a first-priority basis.
- — — Estate preservation expenses: Expenses incurred for administration and preservation.
- — Bona vacantia property (escheat): Pursuant to Civil Code, art. 1157.
- — — In the absence of heirs: Where no one has accepted the estate.
- — — On the basis of court decision: Declared bona vacantia by the court.
- — — Upon expiry of three years: Three years after the date of opening.

Walkthrough and diagram

Process of inheritance distribution and protection of children's rights

RELATIONSHIPS IN THIS DIAGRAM

- Opening of inheritance ’Arising of right ’Demand for distribution of inheritance
- Demand for distribution of inheritance ’Voluntary partition ’Agreement of heirs
- Demand for distribution of inheritance ’In absence of agreement ’Distribution through judicial proceedings
- Demand for distribution of inheritance ’Where foetus exists ’Conceived heir (nasciturus)
- Conceived heir (nasciturus) ’Suspension of distribution ’Awaiting birth of child
- Awaiting birth of child ’Engaging representative ’Guardianship and trusteeship authority
- Guardianship and trusteeship authority ’Statutory supervision ’Protection of child's interests
- Protection of child's interests ’Equitable share allocation ’Agreement of heirs

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