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A COMPARATIVE STUDY ON THE EFFECT OF VOLUNTARY PERFORMANCE BY THE DEBTOR AFTER THE EXPIRATION OF THE LIMITATION PERIOD IN THE CIVIL CODES OF CHINA AND UZBEKISTAN

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Abstract. This article compares the legal effect of a debtor's voluntary performance after expiry of the limitation period under the Civil Code of the People's Republic of China and the Civil Code of the Republic of Uzbekistan. Both systems preserve the debtor's ability to invoke limitation in litigation while expressly denying restitution of performance made after expiry, even where the debtor did not know that the period had elapsed. Chinese law additionally states that an obligor who agrees to perform the old obligation after expiry may no longer rely on limitation as a defence. Uzbek law states the no-restitution rule in Article 161, while Articles 153 and 157 separately regulate the procedural application of limitation and interruption through acknowledgment of debt. Using comparative-legal, formal-legal and systemic methods, the article distinguishes post-expiry performance from pre-expiry acknowledgment, analyzes the legal basis and limits of the no-restitution rule, and considers partial payment, proof of voluntariness and independent grounds for restitution. It argues that the substantive outcomes are closely aligned, but the Chinese Code articulates two post-expiry consequences in one provision, whereas Uzbek law separates performance from the general and procedural rules on limitation. The comparison supports a narrow, text-based application: expiry alone does not undo a completed voluntary performance, but neither Article 192 nor Article 161 should be read as immunizing a transaction independently vitiated by incapacity, fraud, coercion or another recognized ground of invalidity.

Keywords: limitation period; voluntary performance; debtor; restitution; acknowledgment of debt; China; Uzbekistan; comparative civil law.

Аннотация. В статье сопоставляются правовые последствия добровольного исполнения должником обязательства после истечения срока исковой давности по Гражданскому кодексу Китайской Народной Республики и Гражданскому кодексу Республики Узбекистан. В обеих правовых системах должник сохраняет возможность заявить о применении исковой давности в судебном споре, однако прямо исключается возврат исполненного после истечения срока, даже если должник не знал о его истечении. Китайское законодательство дополнительно устанавливает, что должник, согласившийся исполнить прежнее обязательство после истечения срока, уже не может ссылаться на давность как на возражение. В узбекском праве правило о невозврате закреплено в статье 161, тогда как статьи 153 и 157 отдельно регулируют применение исковой давности судом и перерыв её течения вследствие действий, свидетельствующих о признании долга. Исследование разграничивает исполнение после истечения срока и признание долга до его

истечения, анализирует основание и пределы правила о невозврате, а также рассматривает частичную оплату, добровольность и самостоятельные основания для реституции. Делается вывод о близости материально-правовых результатов при различии законодательной техники: китайский Кодекс формулирует два последствия в одной статье, а узбекский Кодекс отделяет исполнение от общих и процессуальных правил об исковой давности. Правило о невозврате следует применять в пределах его текста: истечение срока само по себе не отменяет добровольно исполненное, но статьи 192 и 161 не исключают оспаривания сделки по самостоятельным основаниям, включая недееспособность, обман, принуждение или иное установленное законом основание недействительности.

Ключевые слова: исковая давность; добровольное исполнение; должник; возврат исполненного; признание долга; Китай; Узбекистан; сравнительное гражданское право.

INTRODUCTION

Limitation rules balance a creditor's opportunity to obtain judicial protection against the debtor's and legal system's interest in avoiding stale claims after evidence has deteriorated and legal relations have remained uncertain. Expiry does not have the same effect in every legal system: it may extinguish a right, bar judicial enforcement, or give the debtor a defence that must be invoked. The treatment of a debtor who pays after expiry therefore tests how a legal system understands limitation, private autonomy and restitution.[1]

China and Uzbekistan provide a close statutory comparison. Article 192 of the Chinese Civil Code permits an obligor to defend against non-performance after limitation expires, denies that defence where the obligor agrees to perform the prior obligation, and bars restitution where the obligor has voluntarily performed. Article 161 of the Uzbek Civil Code states that a person who performs an obligation after expiry may not demand back what was performed, irrespective of knowledge of expiry. The core rule is shared, while its statutory setting differs.[2]

This article asks what legal consequences follow when a debtor voluntarily performs after expiry and how the two Codes allocate the risk of that performance. It focuses on ordinary private-law obligations, not special limitation periods, insolvency avoidance or conflicts of laws. Comparative-legal, formal-legal and systemic methods are used. The Uzbek Code is examined through its official Russian text; English renderings serve as aids rather than controlling law.

The central finding is that both Codes protect completed voluntary performance from a restitution claim founded solely on expiry. China also expressly addresses a post-expiry agreement to perform. Uzbekistan's Article 161 governs completed performance, while the distinct question of a promise requires careful use of general rules. This difference matters for doctrinal clarity even though the outcome for completed payment is substantially the same.

[1] Civil Code of the People's Republic of China (adopted 28 May 2020, effective 1 January 2021), arts. 188, 192–193; Civil Code of the Republic of Uzbekistan, Part One (adopted 21 December 1995), arts. 149–153, 157, 161. Official texts: Supreme People's Procuratorate, https://en.spp.gov.cn/2017-03/15/c_948427_3.htm; LexUZ, https://lex.uz/ru/docs/111181 (accessed 27 October 2026).

[2] Civil Code of the People's Republic of China, art. 192; Civil Code of the Republic of Uzbekistan, art. 161.

1. CONCEPTUAL FRAMEWORK: EXPIRY, PERFORMANCE AND RESTITUTION

1.1. Limitation as a defence

A limitation period is not simply a deadline after which every legal relation vanishes. In China, Article 192 says that after expiry an obligor may raise a defence of non-performance; Article 193 bars a people's court from applying limitation on its own initiative. Reliance on expiry therefore rests with the debtor. The claim is not automatically rejected without that procedural step.[3]

Uzbek law follows a comparable procedural design. Article 149 defines limitation as the period within which a person may protect a violated right by bringing an action. Under Article 153, a court accepts a claim despite expiry, applies limitation only at a party's request made before judgment, and dismisses the claim if expiry is invoked. Expiry becomes decisive in the case through a timely plea.[4]

That architecture matters after payment. If expiry gives the debtor a defence, a completed transfer may still have a legal basis in the underlying obligation. The no-restitution rule prevents the debtor from treating limitation itself as if it had retroactively made payment undue. It determines that performance cannot be reclaimed solely because the period had elapsed.

1.2. Performance after expiry and acknowledgment before expiry

Timing distinguishes two events. Before expiry, acknowledgment may interrupt limitation. Chinese Article 195 includes the obligor's agreement to perform among the events that cause a new period to run. Uzbek Article 157 provides that actions indicating recognition of debt interrupt limitation and cause a new period to begin. These provisions preserve an enforceable claim by restarting the clock.[5]

After expiry, that analysis changes. An acknowledgment cannot be treated as ordinary interruption of a period that has already run. China directly provides that a post-expiry agreement removes the debtor's ability to rely on limitation, while completed voluntary performance cannot be reclaimed. Uzbekistan's Article 161 addresses completed performance but contains no parallel express sentence on a post-expiry promise. Article 157's interruption rule should not be collapsed into Article 161's no-restitution rule.[6]

"Voluntary" also matters. The provisions do not define it in detail. At minimum, performance must be an act satisfying the prior obligation, rather than property seized through enforcement or a transfer unrelated to the debt. Capacity, authority, fraud, duress or mistake should be assessed under the rules applicable to those matters. The limitation clauses answer a narrower question: whether expiry alone justifies recovery.

2. THE CHINESE CIVIL CODE

2.1. Article 192's two consequences

Article 192 sets out a general rule and two consequences of debtor conduct. First, expiry permits a defence against non-performance. Second, an obligor who agrees after expiry to perform

[3] Civil Code of the People's Republic of China, arts. 192–193.
[4] Civil Code of the Republic of Uzbekistan, arts. 149, 153.
[5] Civil Code of the People's Republic of China, art. 195(2); Civil Code of the Republic of Uzbekistan, art. 157.
[6] Civil Code of the People's Republic of China, art. 192(2); Civil Code of the Republic of Uzbekistan, art. 157.

the prior obligation may not later invoke expiry as a defence. Third, an obligor who has voluntarily performed may not demand restitution. The second concerns a promise; the third concerns performance already rendered. They protect creditor reliance but should not be conflated.[7]

For completed payment, the rule is categorical as to awareness: a debtor who voluntarily performs after expiry cannot demand restitution merely because the period had elapsed. Article 192 does not make knowledge of expiry a condition. The debtor bears the risk of voluntarily paying a valid old debt, including where unaware that a limitation defence was available.[8]

This does not permit a creditor to force payment through litigation after expiry. Before payment, the debtor may raise the defence, and the court cannot apply limitation on its own initiative. The no-restitution rule governs a later claim to reverse a voluntary payment; it preserves the difference between judicial enforcement and voluntary satisfaction.[9]

2.2. Agreement to perform and waiver

A sufficiently clear post-expiry agreement to perform deprives the obligor of the limitation defence under Article 192(2), even before payment. Yang Wei characterizes this as an express waiver of the defence and treats completed voluntary performance as performance with a legal cause rather than unjust enrichment.[10]

The Code does not prescribe a detailed test for agreement. Courts should distinguish an unequivocal undertaking from negotiations, a request for an account, or an admission made for another purpose. Relevant evidence includes the words used, surrounding communications, a payment schedule and subsequent conduct. Not every acknowledgment should automatically remove the defence.

2.3. Partial and non-monetary performance

Article 192 speaks broadly of voluntary performance, not only payment of money. A transfer of goods or another act that discharges part or all of the old obligation may qualify. The completed part cannot be reclaimed solely because of expiry. The text does not expressly state that partial performance automatically waives the defence for the unpaid balance. That question should turn on whether the debtor separately agreed to perform the remainder, rather than extending the no-restitution rule beyond its terms.

The distinction protects both finality and debtor choice. The recipient may retain what was voluntarily transferred, while the defence concerning any unpaid balance is not presumed to have disappeared merely from a partial payment. A clear promise covering the balance may produce a different result.

[7] Civil Code of the People's Republic of China, art. 192; Yang Wei, "Comments on Article 192 and Article 193 of the Civil Code (The Effect of Expiration of Extinctive Prescription and Prohibition Rules of Authority)," Faxuejia (2020), https://faxuejia.ruc.edu.cn/CN/Y2020/V0/I6/176.

[8] Civil Code of the People's Republic of China, art. 192.

[9] Civil Code of the People's Republic of China, arts. 192–193.

[10] Civil Code of the People's Republic of China, art. 192(2); Yang, "Comments on Article 192 and Article 193."

3. THE CIVIL CODE OF THE REPUBLIC OF UZBEKISTAN

3.1. Article 161: performance after expiry

Article 161 provides that a person who performs an obligation after expiry may not demand back what was performed, whether or not that person knew at the time that limitation had expired. This closely parallels the final clause of Chinese Article 192(2). Both exclude ignorance of expiry as a basis for restitution and prevent a limitation defence from becoming a claim to recover an otherwise valid payment.[11]

Article 161's location confirms its function. Articles 149–150 define limitation and its ordinary three-year duration; Articles 152–160 govern its operation, suspension, interruption and restoration; Article 161 addresses later performance; Article 162 addresses limitation of ancillary claims. Article 153 separately states when a court applies limitation. Read together, the rules distinguish the litigation defence from the consequence of completed performance.

The Supreme Court's Plenum Resolution No. 282 supplies practical confirmation. Paragraph 17 explains that a person who performed after expiry cannot demand the transferred item back on the ground that performance took place after limitation; a claim for return on that ground must be rejected. It applies Article 161 to an actual restitution dispute and confirms that expiry by itself does not support recovery.[12]

3.2. Recognition of debt and a post-expiry promise

Article 157 provides that actions indicating recognition of debt interrupt limitation; after interruption, a new period begins and the elapsed time is excluded. It does not expressly say that a promise made after expiry revives judicial enforceability. Its natural setting is a running period, whereas Article 161 expressly concerns performance after expiry. The Uzbek Code therefore states the result for completed payment more clearly than the result for an unperformed post-expiry promise.[13]

It would be unsafe to infer from Article 157 alone that every post-expiry acknowledgment restarts a fresh period. Nor does Article 161 answer the distinct question of a promise where payment has not occurred. That issue calls for interpretation of general rules on obligations, transaction formation and waiver together with evidence of intent. Legislative clarification could distinguish acknowledgment during a running period, an express post-expiry promise, and completed performance.

3.3. Scope and limits

The Uzbek guidance rejects return where the asserted basis is simply that payment occurred after expiry. It does not establish that Article 161 extinguishes every independent claim arising from an invalid or defective transaction. Incapacity, fraud, coercion, payment to a non-creditor, lack of authority or material mistake must be assessed under rules applicable to those grounds. A

[11] Civil Code of the Republic of Uzbekistan, art. 161; Civil Code of the People's Republic of China, art. 192(2).

[12] Supreme Court of the Republic of Uzbekistan, Plenum Resolution No. 282, 19 June 2015, "On Certain Issues of Application by Economic Courts of Civil-Law Provisions on Limitation," as amended through 16 December 2024, para. 17, https://lex.uz/pdffile/2712570.

[13] Civil Code of the Republic of Uzbekistan, arts. 157, 161; Civil Code of the People's Republic of China, arts. 192, 195.

claimant likewise cannot relabel a limitation-only refund request as an unrelated restitution claim without proving its independent elements.

4. COMPARATIVE ANALYSIS

4.1. Shared rule and distinct drafting

The Codes converge on the central issue: a debtor who voluntarily performs after expiry cannot recover what was performed solely because the period had elapsed, and ignorance of expiry does not alter the result. The similarity is explicit. It prevents a debtor from accepting the creditor's claim as valid, paying it, and then using limitation as a self-standing restitution cause.[14]

Their main difference is legislative architecture. China places the defence, post-expiry agreement and completed performance in Article 192. Uzbekistan states the no-restitution rule in Article 161, while procedural application and interruption appear in Articles 153 and 157. China makes the difference between promise and completed payment visible within one provision; the Uzbek structure is spread across the limitation chapter and is less explicit about post-expiry promises.

Table 1. Comparison of the legal effects of post-expiry performance

Issue	China	Uzbekistan
Effect of expiry	Debtor may raise a defence; court does not apply limitation on its own initiative (Arts. 192–193).	Court applies limitation only on a timely request (Art. 153).
Completed performance	No restitution after voluntary performance; knowledge is irrelevant (Art. 192(2)).	Performance cannot be reclaimed whether or not debtor knew of expiry (Art. 161).
Post-expiry promise	Expressly bars later reliance on limitation (Art. 192(2)).	No parallel express rule in Art. 161; distinguish from interruption under Art. 157.
Acknowledgment before expiry	Agreement to perform interrupts period (Art. 195(2)).	Actions indicating recognition interrupt period (Art. 157).
Partial performance	Paid portion protected; effect on unpaid balance depends on a separate promise.	Art. 161 protects what was performed; no express revival rule for unpaid balance.

4.2. Legal basis and policy

The no-restitution rule protects the stability of a completed transfer and prevents opportunistic reversal. Limitation primarily addresses late judicial enforcement. When a debtor performs without compulsion, concerns about stale evidence do not require undoing that performance. Article 26 of the United Nations Convention on the Limitation Period in the International Sale of Goods adopts a comparable rule, including where the debtor did not know expiry had occurred. It

[14] Civil Code of the People's Republic of China, art. 192; Civil Code of the Republic of Uzbekistan, art. 161.

is a functional comparator, not proof that the domestic rules derive from that Convention or that the Convention governs every domestic obligation.[15]

A competing concern is informed choice: an unaware debtor may pay without realizing that a procedural defence was available. Both legislatures resolve this in favor of finality once voluntary performance occurs. That choice remains limited by voluntariness and independent challenges to the transaction. The rule does not waive every defence to the debt; it bars restitution founded on limitation alone.

4.3. Judicial method

A disciplined analysis has five steps: identify the applicable period and establish expiry; determine whether the act was performance of the prior obligation and voluntary; distinguish completed payment from an agreement to perform in the future; analyze partial performance without presuming waiver as to the balance; and decide whether restitution rests solely on expiry or on a distinct ground. This follows the statutory structure and avoids overextension or evasion of the no-restitution clause.

Relevant evidence may include the payment reference, correspondence, a signed reconciliation statement, creditor demands, timing of a limitation plea, and evidence of coercion or mistake. Knowledge of expiry may illuminate context or intent, but it is not a statutory element of the no-restitution rule in either system.[16]

5. FINDINGS AND RECOMMENDATIONS

Four findings follow. First, China and Uzbekistan expressly protect completed voluntary performance against restitution based solely on limitation. Second, knowledge of expiry is immaterial. Third, Chinese Article 192 separately addresses a post-expiry agreement to perform, while Uzbek Article 161 addresses performance already rendered. Fourth, pre-expiry acknowledgment under Chinese Article 195 and Uzbek Article 157 must remain distinct from both post-expiry consequences.

Courts should identify whether the dispute concerns a live limitation defence, a post-expiry promise, or recovery of completed performance. In Uzbekistan, the distinction between Articles 157 and 161 is especially important. If an independent ground for restitution is pleaded, its elements should be decided rather than treating Article 161 as a blanket validation of every transfer.

For legislative clarity, Uzbekistan could consider an express rule on a debtor’s post-expiry agreement to perform, including whether and under what conditions it removes the limitation defence. The rule could clarify partial payment and the unpaid balance while preserving Article 161’s protection for completed voluntary performance.

[15] United Nations Convention on the Limitation Period in the International Sale of Goods (New York, 1974), art. 26; UNCITRAL, https://uncitral.un.org/en/texts/salegoods/conventions/limitation_period_international_sale_of_goods.

[16] Civil Code of the People’s Republic of China, art. 192; Civil Code of the Republic of Uzbekistan, art. 161.

CONCLUSION

The effect of voluntary performance after expiry is substantially similar under the Civil Codes of China and Uzbekistan. A debtor who voluntarily satisfies an old obligation cannot reclaim that performance merely because limitation had expired, and ignorance of expiry does not change the result. Finality attaches to completed voluntary performance while the limitation defence remains available before payment.

The codes differ in how fully they express post-expiry consequences. China's Article 192 distinguishes an agreement to perform from actual performance and specifies a consequence for each. Uzbekistan's Article 161 addresses completed performance, while Articles 153 and 157 govern application and interruption. Those rules should not be extended by assumption to resolve a post-expiry promise.

A reliable comparative interpretation identifies expiry, the nature and voluntariness of the act, whether it is a promise or completed performance, and whether the demand for return relies only on limitation or on a separate legal defect. Further research based on published judgments in both jurisdictions could examine how courts assess voluntariness, partial payment and post-expiry promises.

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