# IPC Section 17

## Section 17 of the Indian Penal Code: "Consideration"  
  
Section 17 of the Indian Penal Code (IPC) defines "consideration" within the context of the code. This seemingly simple definition plays a crucial role in various offenses defined throughout the IPC, especially those related to property, corruption, and dishonest dealings. Understanding its nuances is essential for proper application and interpretation of the law.  
  
\*\*The Text of Section 17:\*\*  
  
Section 17 states:  
  
"Consideration.—‘Consideration’ means anything which is of some value to the person giving it, moving from the person who gives it to the person to whom it is given."  
  
\*\*Deconstructing the Definition:\*\*  
  
The definition presents three crucial elements:  
  
1. \*\*"Anything of some value":\*\* This signifies that the consideration needn't be monetary or tangible. It can encompass a wide range of things, including material objects, services, promises, forbearance from acting, or even emotional gratification. The value doesn't need to be substantial; even a small or nominal value suffices, as long as it holds some worth for the giver. The value is subjective and determined from the perspective of the giver, not the receiver.  
  
2. \*\*"Moving from the person who gives it":\*\* This element establishes a connection between the giver and the consideration. It signifies that the consideration must originate from the giver and be transferred to the recipient. This clause prevents situations where a third party provides the consideration, but the benefit accrues to someone else from being considered as consideration under this section. The transfer doesn't necessarily have to be direct; it can be through an intermediary or agent.  
  
3. \*\*"To the person to whom it is given":\*\* This element indicates the recipient of the consideration. It emphasizes the directional flow of consideration from the giver to the receiver. The recipient doesn't necessarily have to be the primary beneficiary; it can be someone acting on their behalf or as designated by them.  
  
\*\*Illustrative Examples:\*\*  
  
To better understand the scope of Section 17, let’s explore some examples:  
  
\* \*\*Monetary Payment:\*\* A classic example of consideration is a monetary payment for goods or services. The money has value for the buyer and moves from them to the seller.  
  
\* \*\*Property Transfer:\*\* Transferring ownership of a house, land, or vehicle constitutes consideration. The property holds value for the transferor and moves from them to the transferee.  
  
\* \*\*Provision of Services:\*\* Offering professional services like legal advice, medical treatment, or consultancy in exchange for payment constitutes consideration. The service has value for the client and moves from the service provider to the client.  
  
\* \*\*Promise to Act or Forbear:\*\* A promise to do something in the future, such as delivering goods or performing a specific task, can be considered consideration. Similarly, a promise to refrain from doing something, like not competing in a particular market or not pursuing legal action, can also be considered valuable consideration.  
  
\* \*\*Emotional Gratification:\*\* In certain situations, emotional gratification or intangible benefits can be considered as consideration. For instance, a promise of marriage or companionship, though not quantifiable in monetary terms, can hold significant value for an individual and can be considered consideration in certain legal contexts.  
  
\* \*\*Illegal Gratification:\*\* Bribery cases clearly exemplify consideration. The bribe, whether monetary or otherwise, holds value for the briber and is given to the public servant to induce them to act illegally or dishonestly.  
  
\*\*Exceptions and Clarifications:\*\*  
  
While the definition appears broad, it’s essential to understand certain nuances and exceptions:  
  
\* \*\*Past Consideration:\*\* Generally, past consideration is not considered valid consideration under Section 17. This means something given or done before the agreement or promise is made cannot be considered consideration for that agreement.  
  
\* \*\*Love and Affection:\*\* While love and affection can be motivating factors, they generally don’t constitute consideration in a strict legal sense unless they are accompanied by some tangible benefit or detriment.  
  
\* \*\*Moral Obligations:\*\* Similarly, fulfilling a moral obligation, without any legal requirement or agreement, doesn’t constitute consideration.  
  
\* \*\*Adequacy of Consideration:\*\* The law doesn’t generally concern itself with the adequacy of consideration. As long as some value exists, even if nominal, it satisfies the requirement of consideration. However, a significantly inadequate consideration can sometimes be a factor in determining whether a contract was entered into freely and with informed consent, especially in cases of undue influence or fraud.  
  
\*\*Importance of Section 17 in Different Offenses:\*\*  
  
Section 17's definition of consideration is crucial in various offenses under the IPC, including:  
  
\* \*\*Cheating (Section 415):\*\* The definition of cheating involves deceiving someone and dishonestly inducing them to deliver any property or valuable security. The concept of valuable security relies heavily on the definition of consideration.  
  
\* \*\*Extortion (Section 383):\*\* Extortion involves intentionally putting someone in fear of injury and dishonestly inducing them to deliver any property or valuable security. Again, the concept of valuable security relies on the definition of consideration.  
  
\* \*\*Criminal Breach of Trust (Section 405):\*\* This offense involves the dishonest misappropriation or conversion of property entrusted to someone. The concept of property includes anything that falls under the definition of consideration.  
  
\* \*\*Bribery and Corruption Offenses:\*\* Various sections dealing with bribery and corruption rely on the concept of consideration. The bribe offered, whether monetary or otherwise, constitutes the consideration for the illegal act or omission.  
  
  
\*\*Judicial Interpretations:\*\*  
  
Over time, various judicial pronouncements have further clarified the meaning and scope of Section 17. These interpretations have helped in its application to specific situations and circumstances. Courts have consistently emphasized the subjective nature of value and the requirement for the consideration to move from the giver to the receiver.  
  
\*\*Conclusion:\*\*  
  
Section 17 of the IPC provides a crucial definition of "consideration" that underpins various offenses related to property, corruption, and dishonest dealings. While seemingly straightforward, the definition encompasses a broad range of tangible and intangible benefits. Understanding the nuances of this definition, including the requirement for value from the giver's perspective and the movement of consideration from giver to receiver, is essential for proper application of the law. The judicial interpretations surrounding Section 17 further refine its meaning and scope, ensuring its effective use in upholding justice. The seemingly simple definition of consideration plays a complex and vital role within the framework of the Indian Penal Code.