

LEGAL ASPECTS OF BUSINESS

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CAPACITY OF PARTIES_OTHER THAN MINOR

INCAPACITY OF CONTRACT

Thus incapacity makes contracts invalid, and incapacity may be broadly classified into two:

- a) Incapacity arising from status.
- b) Incapacity arising from mental deficiency.

Incapacity arising from status:

Here the Person is disqualified to make a valid contract because of this position/status, they are as follows:

i) Foreign Ambassador:

This person enjoys special status. They are competent to enter into a valid contract. But they can be sued only if they submit themselves to the jurisdiction of the court. Further contract goes through permissions are also essentials to suit them.

ii) Alien enemy:

Alien enemy foreigners. During normal time, trade can be taken place between trades of two different nations, but if war breaks out, the enemy countries are regarded as alien enemy, and no contract can be entered into during the time of war with it. If the agreement was reached during the normal time and if war takes place before its performance the contract will remain suspended till calm prevails. If the war continues for a long period, then the contract will be terminated.

iii) Convicts and under trials:

Persons who are undergoing imprisonment and who are under trials cannot make a contract during the convictions period.

IV) Insolvent:

Persons who are adjudicated as insolvents or banker cannot thereafter enter into a contract and all the contracts enforce previously by them also comes to an end.

V) Company:

A company cannot enter into a contract which requires physical capacity or physical entry. The contract entered into by a company will be valid only if, it is written.

VI) Married women:

Married women are having capacity to make valid contract, they can their husbands for their basic committees. A married women may sue or be sued in her own name in respect of her separate property.

Incapacity arising from mental deficiency:

Person who is mentally deficient cannot make a valid contract. The following persons are having mental deficiency and they are disqualified from making contracts.

i) Minor:

Minor is a person who has not obtained the age of majority as per 20 c (3) of the Indian majority act (Imm) 1875. The persons who are below the age of 18 years. A minor is mentally not matured and he is incompetent to make a valid contract.

ii) Idiots:

A person who has completely lost his mental powers and who is incapable of forming a rational judgment is called an idiot. Idiocy is a permanent one. An idiot or a natural fool is a person who has no understanding power. All agreement, other than those for necessities of life with idiots is absolutely void.

iii) Lunatics:

A person, whose mental powers are due to some mental strain, is called as a lunatic. It is not permanent as in the case of idiocy. The lunatic will suffer from intervals of sanity and insanity. In other words, lunatics in some intervals will be of sound mind and the said intervals are called lucid intervals and in some intervals, they will be of unsound mind. They can enter into a contract during the lucid intervals.

Persons of unsound mind:

One of the essential conditions of competency of parties to a contract is that they should be sound mind. According to the contract act, the term soundness refers to.

- a) Capacity of understanding the contents of agreement (at the time of making an agreement).
- b) Ability to make a rational decision regarding the contract at the time of making an agreement.

If a person is capable of both, he suffers from unsound mind. A person, who is usually of unsound mind, but occasionally of sound mind, may make a contract, when he is of sound mind. A person, who is usually of sound mind, but occasionally of unsound mind, cannot make a contract, when he is of unsound mind.

FREE CONSENT

Meaning of “consent” and “free consent”:-

Consent, it means acquiescence or act of assenting to an offer. “Two or more persons are said to consent when they agree upon the same thing in the same sense.”(Sec-13).

Free consent, Consent is said to be free when it is not caused by-

1. Coercion as defined in sec, 15, or
2. Undue influence as defined in Sec. 16 or
3. Fraud as defined in sec 17 , or
4. Misrepresentation as defined in sec 18 or
5. Mistake, subject to the provision of sec- 20,21,22

Coercion

When a person is compelled to enter into a contract by the use of force by the other party or under a threat, “coercion” is said to be employed.

Coercion includes fear, physical compulsion and menace to goods.

Example: - A threatens to kill B if he does not lend Rs. 1000 to C. B agrees to lend the amount to C. The agreement is entered into under coercion.

Undue influence

Sometimes a party is compelled to enter into an agreement against his will as a result of unfair persuasion by the other party. This happens when a special kind of relationship exists between the parties such that one party is in a position to exercise undue influence over the other.

Difference between coercion and undue influence:-

Coercion	Undue influence
The consent is given under the threat of an offence (i.e., committing or threatening to commit an act forbidden by the Indian penal code or detaining or threatening to detain property unlawfully.)	The consent is given by a person who is so situated in relation to another that the other person is in a position to dominate his will. In other words, consent is given under moral influence.
Coercion is mainly of a physical character. It involving mostly use of physical or violent force.	Undue influence is of moral character< It involves use of moral force or mental pressure.
There must be intention of causing any person to enter into an agreement.	Here the influencing party uses its position to obtain an unfair advantage over the other party.
It involves a criminal act.	No criminal act is involved.

Misrepresentation and fraud

A representation, when wrongly made, either innocently or intentionally, is a misrepresentation. Misrepresentation may be-

1. An innocent or unintentional misrepresentation, or
2. An intentional, deliberate or willful misrepresentation with intent to deceive or defraud the other party.

The former is called “misrepresentation” and the latter “fraud”.

MISREPRESENTATION

Misrepresentation is a false statement which the person making it honestly believes to be true or which he does not know to be false. It also includes non-disclosure of a material fact or facts without any intent to deceive the other party.

Example: - A while selling his mare to B, tells him that the mare is thoroughly sound. A genuinely believes the mare to be sound although he has no sufficient ground for the belief. Later on B finds the mare to be unsound. The representation made by A is a misrepresentation.

FRAUD

According to Sec.17 "fraud" means and includes any of the following acts committed by a party to a contract, or with his connivance (intentional active or passive acquiescence), or by his agent with intent to deceive or to induce a person to enter into a contract:

1. The suggestion that a fact is true when it is not true and the person making the suggestion do not believe it to be true.
2. The active concealment of a fact by a person having knowledge or belief of the fact:
3. A promise made without any intention of performing it;
4. Any other act fitted to deceive;
5. Any such act or omission as the law specially declares to be fraudulent.

Example: - A sells, by auction, to B a horse which A knows to be unsound. A says nothing to B about horse's unsoundness. This is not fraud in A.

MISTAKE

Mistake may be defined as erroneous belief about something. It may be a mistake of law or a mistake of fact.

1. Mistake of law of the country: - example: - A and B enter into a contract on the erroneous belief that a particular debt is barred by the Indian Law of Limitation. This contract is not voidable.
2. Mistake of law of a foreign country. Such a mistake is treated as mistake of fact and the agreement in such a case is void. (Sce-21)

Mistake of fact:

1. Bilateral mistake:-

When both the parties to an agreement are under a mistake as to a matter of fact essential to the agreement, there is a bilateral mistake.

i. Mistake as to the subject –matter:-

Where both the parties to an agreement are working under a mistake relating to the subject matter, the agreement is void. Mistake as to the subject-matter covers the following cases:

ii. Mistake as to the existence of the subject-matter: -

If both the parties believe the subject matter of the contract to be in existence, which in fact at the time of the contract is non-existent, the contract is void. **Example:** - A agrees to buy from B a certain house. It turns out that the house was dead at the time of the bargain, though, neither party was aware of the fact. The agreement is void.

iii. Mistake as to the identity of the subject-matter: -

It usually arises where one party intends to deal in one thing and the other intends to deal in another. **Example:** - W agreed to buy from R cargo of cotton "to arrive ex-peerless from Bombay". There were two ships of that name sailing from Bombay. There were two ships of that name sailing from Bombay, one sailing in October and the other in December. W meant the former ship but R meant the latter. Held, there was a mutual or a bilateral mistake and there was no contract.

iv. Mistake as to the quality of the subject-matter:

If the subject-matter is something essentially different from what the parties thought it to be, the agreement is void. **Example:** - table napkins were sold at an auction by a description "with the crest of Charles I and the authentic property of that monarch". In fact the napkins were Georgian. Held, the agreement was void as there was a mistake as to the quality of the subject-matter.

v. Mistake as to the quantity of the subject-matter: -

If both the parties are working under a mistake as to the quantity of the subject-matter, the agreement is void. **Example:** - A silver bar was sold under a mistake as to its weight; There was a difference in value between the weight of the bar as it was and as it was supposed to be. Held, the agreement was void.

vi. Mistake as to the title to the subject-matter: -

Example: - a person took a lease of fishery which, unknown to either party, already belonged to him. Held, the lease was void.

vii. Mistake as to the price of the subject-matter:-

Example: - C wrote to W offering to sell certain property for \$ 1250. He earlier declines an offer from W to buy the same property for \$ 2000. W who knew that this offer of \$ 1250 was a mistake for 2250, immediately accepted the offer. Held, W knew perfectly well that the offer was made by mistake hence the contract could not be enforced.

viii. Mistake as to the possibility of performing the contract: -

Consent is nullified if both the parties believe that an agreement is capable of being performed when in fact this is not the case (sec-56, para 1). The agreement, in such a case, is void on the ground of impossibility.

Impossibility may be—

a. Physical impossibility:- Example:- A contract for the hire of a room for witnessing the coronation procession of Edward VII was held to be void because, unknown to the parties, the procession of Edward VII was held to be void because, unknown to the parties, the procession had already been cancelled.

b. Legal impossibility. A contract is void if it provides that something shall be done which cannot, as a matter of law, be done.

2. UNILATERAL MISTAKE:-

When in a contract only one of the parties is mistaken regarding the subject-matter or in expressing or understanding the terms or the legal effect of the agreement, the mistake is a unilateral mistake.

Example: - A buys an article thinking that it is worth Rs. 1000 when it worth only Rs 50. A cannot subsequently avoid the contract.

PERFORMANCE OF CONTRACT

Meaning

Performance of contract takes place when the parties to the contract fulfill their obligations arising under the contract within the time and in the manner prescribed. Sec 37 lies down that the parties to a contract must either perform or offer to perform their respective promises, unless such performance is dispensed with or excused.

Offer to Perform

Sometimes it so happens that the promisor offers his obligation under the contract at the proper time and the place but the promisee does not accept the performance. This known as “attempted performance” or “tender”. Sec. 38 sums up the position in this regard thus: where the promisor has made an offer of performance to the promisee, and the offer has not been accepted, the promisor is not responsible for non-performance, nor does he thereby lose his rights under the contract.

Requisites of a valid performance of contract

- It must be unconditional
- It must be of the whole quantity contracted for or of the whole obligation
- It must be by a person who is in a position and is willing to perform the promise

- It must be made at the proper time and place
- It must be made to the proper and in the proper form
- It may be made to one of the several joint performances
- It must give the reasonable opportunity to the promisee for the inspection of goods.

CONTRACTS WHICH NEED NOT BE PERFORMED?

A Contract need not be performed—

1. When its performance becomes impossible (sec-56)
2. When the parties to it agree to substitute a new contract for it or to rescind or alter it (sec-62).
3. When the promise dispenses with or remits, wholly or in part, the performance or accepts any satisfaction for it (sec-63)
4. When the person at whose option it is voidable, rescinds it (sec-64)
5. When the promise neglects or refuses to afford the promisor reasonable to point out to A the places in which his house requires repairs. A is excused for the non-performance of the contract, if it is caused by such neglect or refusal.
6. When it is illegal.

BY WHOM MUST CONTRACT BE PERFORMED

1. Promisor himself
2. Agent
3. Legal representative
4. Third person
5. Joint person

WHO CAN DEMAND PERFORMANCNCE?

It is only the promise who can demand performance of the promise under a contract. It makes no difference whether the promise is for the benefit of the promise or for the benefit of any other person.

Example:- A promises B to pay C a sum of Rs. 500. A does not pay the amount to c. C cannot take any action against A. It only B who can enforce this promise against A.

Death of promise, In case of death of promise, his legal representatives can demand performance.

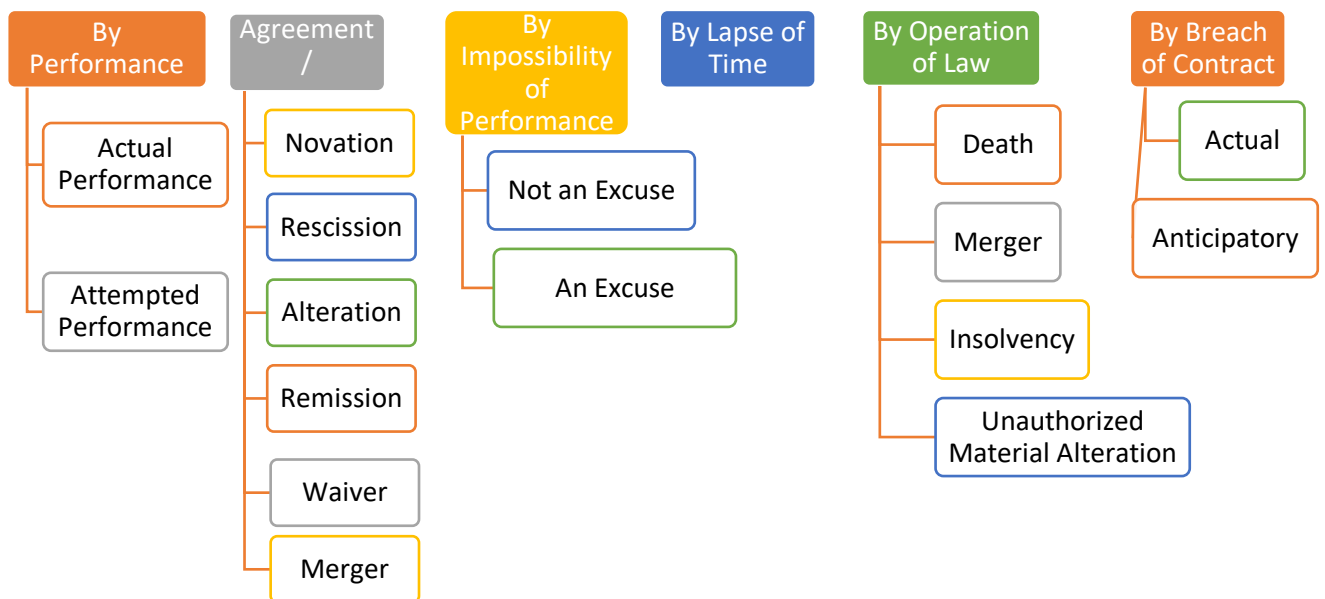
DISCHARGE OF CONTRACT

Meaning

Discharge of contract means termination of the contractual relationship between the parties. A contract is said to be discharged when it ceases to operate, i.e., when the rights and obligations created by it come to an end.

A contract may be discharged__

1. By performance.
2. By agreement or consent
3. By impossibility
4. By lapse of time
5. By operation of law
6. By breach of contract



1. DISCHARGE BY PERFORMANCE

Discharge by performance takes place when the parties to the contract fulfill their obligations arising under the contract within the time and in the manner prescribed.

a) Actual performance: When both the parties perform their promises, the contract is discharged. Performance should be complete, precise and according to the terms of the agreement, most of the contracts are discharged by performance in this manner.

b) Attempted performance or tender. Tender is not actual performance but is only an offer to perform the obligation, under the contract.

II. DISCHARGE BY AGREEMENT OR CONSENT

As it is the agreement of the parties which binds them, so by their further agreement or consent the contract may be terminated. This means a contractual obligation may be discharged by agreement which may be express or implied.

Example: - A sells a car to b on approval with the condition that it should be returned within seven days if it is found wanting in effective functioning. B may return the car within seven days if it is found wanting. Consent to return the car is given to B at the time of the formation of the contract.

The various cases of discharge of a contract by mutual agreement are dealt with in Secs-62)

a) Novation takes place when a new contract is substituted for an existing one between the same parties, or a contract between two parties is rescinded in consideration of a new contract being party.

Example: - A owes money to B under a contract. It is agreed between A, B and C that B shall henceforth accept C as his debtor, instead of A. The old debt of A to B is an end, and a new debt from C to B has been contracted.

b) Rescission (sec-62): Rescission of a contract takes place when all or some of the terms of the contract are cancelled. It may occur

- i. By mutual consent of the parties, or
- ii. Where one party fails in the performance of his obligation.

Example: - A promises to supply certain goods to b six months after date. By that time, the goods go out of fashion. A and B may rescind the contract.

c) Alteration (sec-62) Alteration of a contract may take place when one or more of the terms of the contract is/are altered by the mutual consent of the parties to the contract. In such case, the old contract is discharged.

Example: - A enters into a contract with B for the supply of 100 bales of cotton at his godown No 1 by the first of the next month. A and B may alter the terms of the contract by mutual consent.

d) Remission (sec-63) Remission means acceptance of a lesser fulfillment of the promise made.

Example :- A owes B Rs. 5000 A pays to b and b accepts, in satisfaction of the whole debt, Rs 2,000 paid at the time and place at which Rs. 5000 were payable. The whole debt is discharged.

e) Waiver: waiver takes place when the parties to a contract agree that they shall no longer be bound by the contract. Consideration is not necessary for waiver.

f) Merger: merger takes place when an inferior right accruing to a party under a contract merges into a superior right accruing to the same party under the same or some other contract. **Example:** - P holds a property under a lease. He later buys the property. His rights as a lessee merge into his rights as an owner.

III. DISCHARGE BY IMPOSIBILITY OF PERFORMANCE

If an agreement contains an undertaking to perform an impossibility. It is void.

According to Sec-56, impossibility of performance may fall into either of the following categories.

1. Impossibility existing at the time of agreement, the first paragraphs of sec 56 lays down that "an agreement to do an act impossible in itself is void.
2. Impossibility arising subsequent to the formation of contract. Impossibility which arises subsequent to the formation of a contract is called post-contractual or supervening impossibility.

I) Discharge by supervening impossibility:-

1. Destruction of subject-matter of contract.

When the subject-matter of a contract, subject-matter of contract, subsequent to its formation, is destroyed without any fault of the parties to the contract, the contract is discharged.

Example: - C let a music hall to T for a series of concerts for certain days. The hall was accidentally burnt down before the date of the first concert. Held, the contract was void.

- a. A contracted to sell a specified quantity of potatoes to be grown on his farms. The crop largely failed. Held, the contract was discharged.
- b. **Non-existence or non-occurrence of a particular state of things.** Sometimes, a contract is entered into between two parties on the basis of a continued existence or occurrence of a particular state of things. **Example:** - A and B contract to marry each other, before the time fixed for the marriage, A goes mad. The contract becomes void.
- c. **Death or incapacity for personal service:** - Where the performance of a contract depends on the personal skill or qualification of a party, the contract is discharged on the illness or incapacity or death of the party. **Example:-** An artist undertook to

perform at a concert for a certain price. Before she could do so, she was taken seriously ill. Held, she was discharged due to illness.

- d. Change of law or stepping in of a person with statutory authority:-** When subsequent to the formation of a contract, change of law takes place or the government takes some power under some ordinance or special Act, as for example, the Defence of India Act, So that the performance of the contract becomes impossible, the contract is discharged.

Example: - D enters into a contract with P on 1st March for the supply of certain imported goods in the month of September of the same year. In June by act of Parliament, the import of such goods is banned. The contract is discharged.

- e. Out break of war:-** A contract entered into with an alien enemy during is unlawful and therefore impossible of performance.

Example: - A contracts to take in cargo for B at a foreign port. A's Government afterwards declares war against the country in which, the port is situated. The contract becomes void when war is declared.

2. Impossibility of performance –not an excuse:-

Impossibility of performance is, as a rule, not an excuse for non-performance.” In the following cases, a contract is not discharged on ground of supervening impossibility:

a. Difficulty of performance:

A contract is not discharged by the mere fact that it has become more difficult of performance due to some un contemplated events or delays.

Examples: - A sold a certain quantity of Finland timber to B to be supplied between July and September. Before any timber was supplied, war broke out in the month of August and transport was disorganized so that A could not bring any timber from Finland. Held, the difficulty in getting the timber from Finland did not discharge A from performance.

- b. Commercial impossibility:-** A contract is not discharged merely because expectation of higher profits is not realized, or the necessary raw material is available at higher profits is not realized, or the necessary raw material is available at a higher price because of the out break of war, or there is a sudden depreciation of currency.

Example: - A promised to send certain goods from Bombay to Antwerp in September, before the goods were sent, war broke out and there was a sharp increase in shipping rates, held, the contract was not discharged.

c. Impossibility due to failure of a third person: - where a contract could not be performed because of the default by a third person on whose work the promisor relied, it is not discharged.

Example: - A, a wholesaler, entered into a contract with B for the sale of a certain type of cloth to be produced by C, a manufacturer of that cloth. C did not manufacture that cloth. Held, A was liable to B for damages.

d. Strikes, lock out and civil disturbances. Events such as these do not discharge a contract unless the parties have specifically agreed in this regard at the time of formation of the contract.

Example: - A agreed to supply to B certain goods to be procured from Algeria. The goods could not be produced due to riots and civil disturbances in the country, held, there was no excuse for non-performance of the contract.

e. Failure of one of the objects. When a contract is entered into for several objects, the failure of one of them does not discharge the contract.

Example: - H & B agreed to let out a boat to H for viewing a naval review on the occasion of the coronation of Edward VII, and to sail round the fleet. Owing to the king's illness the naval review was abandoned but the fleet was assembled. The boat, therefore, could be used to sail round the fleet. Held the contract was not discharged.

IV. DISCHARGE BY LAPSE OF TIME

The Limitation Act., 1963 lays down that a contract should be performed within a specified period, called period of limitation, if it not performed, and if no action is taken by the promisee within the period of limitation, he is deprived of his remedy at law. In other words, we may say that that the contract is terminated.

V. DISCHARGE BY OPERATION OF LAW

A contract may be discharged independently of the wishes of the parties, i.e., by operation of law. This includes discharge.

- By death
- By merge

- By insolvency
- By unauthorized alteration of the terms of a written agreement.
- By right and liabilities becoming vested in the same person

VI. DISCHARGE BY BREACH OF CONTRACT

Breach of contract means a breaking of the obligation which a contract imposes; it occurs when a party to the contract without lawful excuse does not fulfill his contractual obligation or by his own act makes it impossible that he should perform his obligation under it. It confers a right of action for damages on the injured party.

Breach of contract may be:-

1. Actual breach of contract, or
2. Anticipatory or constructive breach of contract.

REMEDIES FOR BREACH OF CONTRACT

Where there is a right, there is a remedy:-

When a contract is broken, the injured party (i.e., the party who is not in breach) has one or more of the following remedies:

1. Rescission of the contract.
2. Suit for damages.
3. Suit upon quantum meruit.
4. Suit for specific performance of the contract.
5. Suit for injunction.

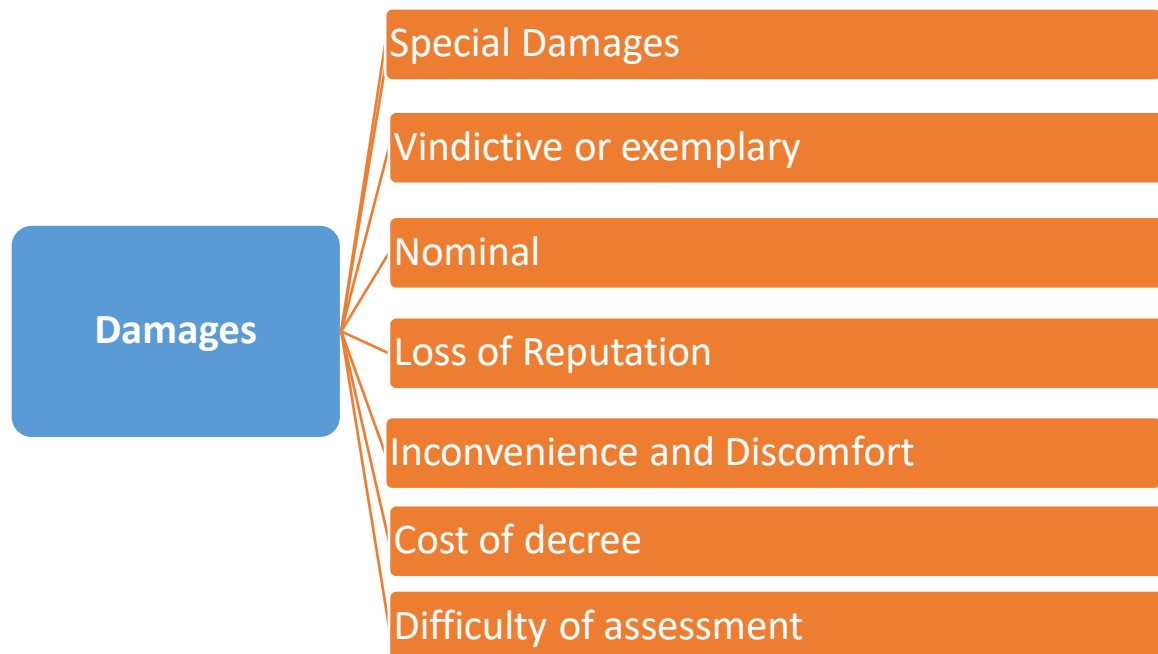
1. RESCISSION

When a contract is broken by one party, the other may sue to treat the contract as rescinded and refuse further performance. In such a case, he is absolved of all his obligations under the contract

Example: - A promises B to supply 10 bags of cement on a certain day. B agrees to pay the price after the receipt of the goods. A does not supply the goods. B is discharged from liability to pay price.

2. DAMAGES

Damages are a monetary compensation allowed to the injured party is the court for the loss or injury suffered by him by the breach of a contract.



a) Damage arising naturally- ordinary damages:-

When a contract has been broken, the injured party can be recovering from the other party such damages as naturally arose in the usual course of things from the breach.

Example: - A contracts to sell and deliver 50 quintals of Farm wheat to B at Rs. 475 per quintal, the price to be paid at the time of delivery. The price of wheat rise to Rs 500 per quintal and a refuses to sell the wheat. B claim damages at the rate Rs. 23 per quintal.

b) Damages in contemplation of the parties special damages;

Damage other than those arising from the breach of contract may be recovered if such damages may reasonable be supposed to have been in the contemplation of both the parties as the breach of the contract. Such damages, known as special damages, cannot be claimed as a matter of right.

Example: - P brought from L some copra cake. He sold it to B who sold it to various dealers, and they in turn sold it to farmers, who used it for feeding cattle. The copra cake was poisonous and the cattle fed on it died. Claimed against L the damages and costs he had to pay to B. Cake were to be used for feeding cattle P could claim compensation.

c) Vindictive or exemplary damages:-

Damages for the beach of a contract are given by way of compensation for loss suffered, and not by way of punishment for wrong inflicted. Hence, vindictive or exemplary

damages have no place in the law of contract because they are punitive (involving punishment) by nature. But in case of breach of promise to marry, and dishonor of a cheque by a banker wrongfully when he possesses sufficient funds to the credit of the customer, the court may award exemplary damages.

d) Nominal damages:- Where the injured party has not in fact suffered any loss by reason of the breach of a contract, the damage recoverable by him are nominal, i.e., very small, for example a rupee.

These damages merely acknowledge that the plaintiff has case and won.

Example: - A firm consisting of four partners employed B for a period of two years. After six months two partners retired, the business being carried on by the other two. B declined to be employed damages as he had suffered no loss.

e) Damages for loss of reputation: Damages for loss of reputation in case of breach of contract are generally not recoverable. An exception to this rule exists in the case of a banker who wrongfully refuses to honour a customer's cheque. If the customer happens to be a tradesman, he can recover damages in respect of any loss to his trade reputation by the breach.

f) Damages for inconvenience and discomfort

Damage can be recovered for physical inconvenience and discomfort. The general rule in this connection is that the measure of damages is not affected by the motive or the manner of the breach.

Example: - A was wrongfully dismissed in a harsh and humiliating manner by G from his employment. Held. A could recover a sum representing his employment. Held, a could recover a sum presenting his wages for the period of notice and the commission which he would have earned during the period; but he could not recover anything for his injured feelings or for the loss sustained from the fact that his dismissal made it more difficult for him to-obtain employment.

g) Mitigation of damages:

It is the duty of the injured party to take all reasonable steps to mitigate the loss caused by the breach he cannot claim to be compensated by the party in default for loss which he ought reasonable to have avoided that is he cannot claim compensation for loss which is really due not to the breach but due to his own neglect to mitigate the loss after the breach.

h) Difficulty of assessment: - Although damages which are incapable of assessment cannot be recovered, the fact that they are difficult to assess with certainty or precision does not prevent the aggrieved party from recovering them.

i) Cost of decree: The aggrieved party is entitled, in addition to damages, to get the cost of getting the decree for damages. The cost of suit for damages is in the discretion of the court.

3) QUANTUM MERUIT

The phrase quantum meruit literally means as much as earned. A right to sue on a quantum meruit arises where a contract, partly performed by one party, has become discharged by the breach of contract by the other party. The right is founded not on the original contract which is discharged or is void but on an implied promise by the other party to pay for what has been done.

4) SPECIFIC PERFORMANCE

In certain cases of breach of contract, damages are not an adequate remedy. The court may, in such cases, direct the party in breach to carry out his promise according to the terms of the contract. This is a direction by the court for specific performance of the contract at the suit of the party not in breach.

5) INJUNCTION

Where a party is in breach of a negative term of contract (i.e., where he is doing something which he promised not to do), the court may, by issuing an order, restrain him from doing what he promised not to do. Such an order of the Court is known as an injunction”.

Example: - W agreed to sing at L's theatre and, during a certain period, to sing nowhere else. Afterwards W made contract with Z to sing at another theatre and refused to perform the contract with L. Held W could be restrained by injunction from singing for Z.

Web links

- <https://www.youtube.com/watch?v=KjwCB-yLwlg&list=PL0vpsdL4-2727TLkWdPTe6rEMLsxiDwHf&index=16>
- <https://www.youtube.com/watch?v=EYu5EFBqlbE&list=PL0vpsdL4-2727TLkWdPTe6rEMLsxiDwHf&index=33>
- <https://www.edx.org/course/contract-law-from-trust-to-promise-to-contract>

- <https://www.youtube.com/watch?v=hUoOe3PbyPQ>
- <http://legislative.gov.in/actsofparliamentfromtheyear/indian-contract-act-1872>
- https://indiacode.nic.in/handle/123456789/2187?view_type=browse&sam_handle=123456789/1362
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