

Standard form of Contract:

OR

Private Legislation

OR

Compulsory contract

OR

Contract of Adhesion

- Uniformed

One sided contract which we need to accept to get the services. e.g. Companies job offer letter, Terms & Conditions of a service provider etc.

Protective Devices / protection of victims :- (दिग्देवता या फारसी)

(1) - Reasonable notice

Parker vs. Eastern Railway Company
(1877) Volume - 2 C.P.D. 416

 Civil Petition Decisions
(In this suit the ignorance of notice happened)

Henderson vs. Stevenson
(1875) ~~Volume~~ 32 L.T. 702 (Ship case)

Mc Libon vs. Comboghinini mariamal D France
(1880) Vol. 6 series 229

(2) - The contract notice must be contemporaneous with the contract (एक-यहा समय के समानांतर होना चाहिए)

Ole vs. Marbora court line.

(1949) 1 K.B. 532

(1949) 1 AIR 127 CA

(3) - Contractual document (संधिदामक दस्तावेज़)

Chapelton vs. Berry Urban district council

(1940) 1 K.B. 532

(1940) 1 AIR 356

(4)- Misrepresentation (माफूलन)

Cartis vs Chemical Cleaning & Dyeing Company
1951 (1) AIR 631

(5)- Unreasonable terms (अनुचित शर्तें)

Lily White vs Manuswami
(AIR 1966 Madras HC pg.no. 13)

6) Theory of fundamental breach of Contract:

Dorish vs Collins 1945 AIR 247

In this case Collins gives the dress to wash to someone else where; Dorish gets a receipt that Collins will wash the dress.

7) Strict Construction of exemption clauses :

also called Rule of contra proferentem

- there is no chance of uncertainty.

8) Liability under tort (उत्पत्ति)

A wrongful ~~act~~ act

White vs John Warwick & Co. Ltd.

~~AIR~~ (1953)- 1 WLR 1285

what is major diff. b/w tort & crime

Tort of mischief in
~~देवता~~ देवता

Types of Contract

Validity

- valid
- void
- Voidable [Either void or valid]
- Illegal agreements
- ~~An enforceable~~
- Unenforceable Contracts
(having technical error)

Formation

- Express
- Implied
- Contingent / collateral
- ^{Imp} Quasi contract

Performance

- Executed Contracts
- Executory Contracts
- Unilateral contracts
- Bilateral contracts

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By Dr. Shilpa.

Sec 10 : Valid Contract

- 1) Competent Parties ^{sec 11, 12} [Capacity to contract]
- 2) Free consent
- 3) Lawful Consideration
- 4) Lawful object
- 5) Not barred by any Law.
- 6) Intention to create legal relation.

At the time of contract, the intention to create a legal relation.

Standard contracts are always in print form.

There is no requirement of any document to form a contract.

If the transaction of immovable property which exceed Rs. 100 it should be in a proper document & registered

Or also if it is related to company law or partnership firm.

1) Competent Parties :— Sec 11, 12

मजबूत प्रतिकार

→ Major — 18 years

→ Sound mind

→ Not disqualified by Law

Major:-

Any contract which is not done by competent party is void contract.

M. Imp Full Question [Mohri Biwi Vs Dharmodas Gosh] 1903

Imp principle

Doctorine of Estoppel
- when a fact is accepted it can't be denied. Direct or behaviour acceptance.

It was said first time that if a minor will do a contract then

it will be void from starting.

void-ab-initio

This principle is not applied in case of minor.

- Sec 64 of Indian Contract Act for void contract; Any deal happens will be reverted. **Doctrine of Subrogation** ↓
or deal amount
 - Sec 65 for voidable contract; if contract is void, any deal happens will be reverted or in the ~~initial~~ position.
- In case of minor it is ~~not~~ considered only considered as void-ab-initio. Minor will not be liable for any deal.

→ Specific Relief Act - 1963 (Sec - 41)
(not valid in case of minor)

[Lezlee V/s Sheel] In this case the minor represent himself as major & took money.

[Khan Gul V/s Lakha Singh]
AIR 1928 Lah 603

Void-ab-initio

It means the
Doctrine of Subrogation,
Doctrine of Estoppel,
Sec - 64 and Sec - 65
will not be applicable

In Specific Relief Act - 1963 Act Sec - 33 was inserted.
to give discriminatory power to apply law on minor.

Sound Mind:

- The person should be in capacity to take decision with all his senses present.

Not disqualify by court:

- Civil death (21-212T)
- Insolvency
- Prisoner (during his prison time)
- Foreign enemy
- Foreign Ambassador / Envoy

2) Free Consent (Sec - 14)

A free consent which is not taken under coercion, undue influence,

a) Coercion : (प्रपीडन)

[Rangnayakamma v/s Alwarsetti] {
- Voidable Contract
- death of husband in very young age
- pressure to debt a child of any relative to allow funeral.
- IPC 297 (To insult a dead body)

[Muthachettiar v/s Karuppanchetti] {
- Unlawful detention
- account was not ready to handover the accounts

b) Undue Influence : (Sec - 16) (असूयक असू)

(जिद्दा में किया जाते वाला काम)

(जहाँ किसी कारण से हम मना नहीं कर पाता)

will domination of one by someone & took advantage of that.

जब इस बारे में
जब ही भाव में
सदाचारी व्यक्ति
कहलाते हैं।

→ Dominate the will of the other (voidable)

◦ Real or apparent authority (e.g., Boss & Employee)

◦ fiduciary relationship (जहाँ विश्वास हो) (विश्वास पर आधारित संबंध)

Mannu Singh v/s Umadutt Pandey

◦ Mental and bodily distress

Sher Singh v/s Prithi Singh

→ Unfair advantage.
(voidable)

- False statement
- Active concealment of fact
- Promise without any intention to perform.
- Any other act to deceive
- Fraudulent in eyes of law.

Silence amounts to Fraud?

- "Silence amounts to speech".
- "Duty to speak" - fiduciary relationship
- "Change in facts" - Before acceptance

[With v/s 'O'flengas]

- doctor - clinic - per day income 1L (approx.)
- want to sell clinic
- after proposal
- income goes down
1L to 20 K (approx.)
- Change in fact. (income change)

- Disclose of half truth

(Where no need to speak & if speak half truth is delivered)

d) Misrepresentation (sec 18) - (voidable)

- Unintentional
- Positive assertion
- no intention to deceive other party.

1) Positive assertion / Statement

[Cossen Steam Navigation Co. v/s Sudarshan Dharmse]

2) Breach of Duty

3) Make a Mistake → "Misrepresentation of facts"

Difference b/w Fraud & Misrepresentation

Fraud	Misrepresentation
Intentional	* Unintentional
Tort + offence	not under tort & no offence
Void contract + compensation	Void contract (Doctrine of subrogation)

Mistake (मूल्य) - Sec 13, 20, 21, 22

Mistake of Law

Mistake of Indian Law Mistake of foreign Law Mistake of Personal Rights

Mistake of facts

Common mistake
Mutual mistake
Unilateral mistake

Indian Law

Mistake as to the identity of the parties

Bolten v/s John's

Mistake as to sub matter of the contract

Kapoor v/s Phibbs

Nargis Das v/s Chotulal Mishra

Different subject matter in mind Refels v/s Vikals

Price of subject matter 13 Rs. v/s 30 Rs.

Quantity of sub matter Henckle v/s Pept

Mistake as to the Nature of transact
Pratap v/s Puniya

कुलारियाडी v/s बनारसी

Identity to the sub matter

Regarding existence of sub. matter Cortien v/s Hestayre

Title/Rights related

Substance of the sub matter

Different subject matter in mind

Price of subject matter

Quantity of sub matter

Related to quality

Mistake of Indian Law :

"Ignorantia Juris non excusat or ~~excuse~~ ignorance of Law is no excuse"

Mistake of Personal Rights :

[Cooper v/s Phibbs 1867 LR (2) 149]
Law Records

Cooper was not aware of his right.

(कूपर की जानकारी (विवाद) कूपर को दी गयी विवाद)

It was accepted that cooper was don't know about his right.

[Botten Bolton vs Johns (1957) 27 L.J. X 117 : 157 G.R. 232]

- Broke burst sold Johns business to Bolton and Bolton was unaware
- Bolton ask to send the books & the bill was raised by John & Bolton saw the difference in the bill.

Mistake of identification of subject matter:

(संविदा की विषय वस्तु न मूल) (Subject matter)

Mistake of existence of subject matter:

[Cortier vs Hesdye (1856) 5 H.L.C 673]

- Some wheat was going from Australia to England via ship.
(A) (B)
- B sold the wheat in advance. (before it reaches to B).
- Because of too much heat the wheat were sold in transit only to avoid the wheat damage.
- Now there is no existence of the wheat for the person it was sold by B.

Mistake of Title:

[Kapoor vs Phibbs 1867 H.L. 149]

- यहाँ मालिक
- The right to catch was of मालिक
- ~~the~~ मालिक was thinking that the title was with daughter of his uncle.
- In real the original title was with ~~of~~ मालिक

Mistakes in substance of subject matter:

[Nargis das Kothari v/s Chotolal Misra 1925 ILR 50
Cal. HC 615]

[Sekh Bros. v/s Orshnes 1957 AC 136 PC]

Different subject matter in mind:

[Rafels v/s Verba 1864 Hallstone & Cottatman 906
Challatman]

- Pearlers named ship
- One was going to in October & another in December.
- There is the misunderstanding.

Mistake regarding price of the subject matter:

Agreement done with different amount, it is void.

Quantity of the subject matter:

[Hawke v/s Pef 1817 Law Reports (X) 7]

Mistake regarding to quality of the subject matter:

Mistake as to nature of the transaction:

[Pratap v/s Punya AIR 1977 MP HC 108] → breach of trust
→ property sold by pratap

[Dulria Devi v/s Jangandan Singh AIR 1990 SC 1173]

(उद्देश्य की वैधता) Legality of Object (Sec 10)

(Sec 23)

Forbidden by Law (विधि द्वारा निषिद्ध)	Defects in the provision of Law (विधिक उपकरण को विकल करना)	Fraudulent (कपटप्रयोग)	Injury to person or property (वास्तविक पर्याप्ति को नुकसान)	Immoral (अनामिक)	opposed by public policy (लोकनिति के विरुद्ध)
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Consideration

(उत्तम)

By Dr. Shilpa

2nd in exam

* Privity of Contract संविदा के संसाफ़ का सिक्काना

OR

Stranger to contract cannot sue

संविदा से अज्ञाती व्यक्ति वाले बड़े नहीं हो सकते



Exception are there in family matters.

so, in that the party who is not a part of contract can perform the contract.

At the desire of promisor, promisee or any other person has done or abstained (विरुद्ध) from doing or does or promises to do or to abstain to doing something such act or abstinence or promisee is called a consideration for the promise.