Essentials of a valid contract

The essentials of a valid contract is as follows:

1. **Offer and acceptance**: There must be a lawful offer and a lawful acceptance of a offer.
2. **Intention to create legal relations**: There must be an intention among the parties that the agreement should be attached by legal consequences and create legal obligations.

Illustrations: M promises his wife N to get her a sharee if she will sing a song. N sang the song but M did not bring the sharee for her. N can not bring the action in the court to enforce the agreement as it lacked the intention to create legal relations.

Essentials of a valid contract

3. **Lawful consideration:** An agreement is legally enforceable only when each of the parties to it gives something and gets something.

Consideration may be an act (doing something) or forbearance (not dong something) or a promise to do or not to do something. It may be past, present and future. Consideration must be lawful.

Essentials of a valid contract

4. **Capacity of the parties:** The parties to an agreement must be competent to contract. In order to be competent to contract parties must be of the age of majority, and of sound mind, and must not be disqualified from contracting by any law to which they are subject (Section 11)

Essentials of a valid contract

5. **Free Consent:** Free consent of all the parties to an agreement is another essential element of a valid contract. Consent means that the parties must have agreed upon something in the same sense **(section 13).** There is absence of free consent , if the agreement is by i) coercion, ii) undue influence, iii) fraud, iv) mis representation, iv) mistake **(section 14)**

Essentials of a valid contract

6. **Lawful object:** The object for which the agreement has been entered in to must not be fraudulent or illegal or immoral or opposed to the public policy or must not imply injury to the person or property of another (section 23).

7. **Writing and registration:** According to Contract Act, a contract may be oral or in writing. But in certain special cases it must be in writing or/ registered . (Section25)

- Agreement to pay the time barred debt;
- Gift for natural love and affection.

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8. **Certainty:** In order to give rise to a valid contract the terms of the agreement must not be vague and uncertain. (section 29)

Illustration: A agrees to sell B a hundred tones of oil. There is nothing whatever to show what kind of oil was intended. The agreement is void for uncertainty.

9. **Possibility of performance**: section 56 lays down that " an agreement to do an act impossible in itself is void".

10. **Not expressly declared void:** The agreement must not have been expressly declared to be void under section 24-30.