

Void Agreement

**According to section 2(g) of the Contract Act, 1872:
“An agreement not enforceable by law is said to be void.”**

By this definition we get two elements –

- i. This is an agreement;**
- ii. It is not enforceable by law.**

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Meaning of enforceable by law:

Section 2(h), 2(g) and 10 together gives a clear answer.

- 2(h) “An agreement enforceable by law is a contract”
- 2(g) “An agreement not enforceable by law is said to be void”
- 10. “All agreements are contracts if they are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object, and are not hereby expressly declared to be void.”

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To be a contract, an agreement must fulfill the following conditions:

- The parties must be competent;
- There must have free consent of parties;
- Lawful consideration must be there;
- The object of the agreement must be lawful, and
- The agreement is not expressly declared void by law.

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So' it can be concluded that there are certain agreements which have been expressly declared as void by Contract Act, 1872. These are the following:

- An agreement made without consideration (section 25)
- Agreement in restraint of marriage (Section 26)
- Agreement in restraint of trade (section 27)
- Agreement in restraint of legal proceedings (Section 28)
- Agreements the meaning of which uncertain (section 29)
- Agreements by way of wager (Section 30)
- Agreements contingent on impossible events (Section 36)
- Agreements to do impossible acts (Section 56)

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- Agreement in restraint of marriage:

According to section 26. “Every agreement in restraint of the marriage of any person, other than a minor, is void.”

- Agreement in restraint of trade:

According to section 27. “Every agreement by which any one is restrained from exercising a lawful profession, trade or business of any kind, is to that extent void.”

- Agreement in restraint of legal proceedings:

According to section 28. “Every agreement, by which any party thereto is restricted absolutely from enforcing his rights under or in respect of any contract, by the usual legal proceedings in the ordinary tribunals, or which limits the time within which he may thus enforce his rights, is void to that extent. “

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Agreements the meaning of which are uncertain:

According to section 29 "Agreements, the meaning of which is not certain, or capable of being made certain, are void."

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

Agreements by way of wager:

According to section 30. Agreements by way of wager are void; and no suit shall be brought for recovering anything alleged to be own on any wager, or entrusted to any person to abide the result of any game or other uncertain event on which wager is made.

This section shall not be deemed to render unlawful a subscription, or contribution, or agreement to subscribe or contribute, made or entered into for or toward any plate, prize or sum of money, of the value or amount of five hundred Taka or upwards, to be awarded to the winner or winners of any horse race.

Nothing in this section shall be deemed to legalize any transaction connected with horse-racing, to which the provisions of section 294A of the Penal Code apply.