

ARTICLE ON LAW OF CONTRACT

By

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Areas of Problem with Existing Law:

The Law of Contract deals, with the law relating to the business commercial transaction. It is most important part of the mercantile law. The Indian Contract Act, emerged in 1872, deals with sections from 1-75, wherein *inter-alia*, with commercial transactions. These Acts follows the analogous English acts, and have stated the law more fully and accurately which involves legal consequences of every business associated with Government, public, and private sectors concerned. Whereas in the case of breaches of law, and violation of statutes., as such shall be liable for prosecution and subject to the provisions of the law in the present scenario.

To perform contract which needs in every aspect legal advice in the present circumstances. Certain cases are found in violation and breaches of law wherein the state regulate the conduct of the people by a set of rule in administration of justice. And many amendments of judicial decisions having been executed in the best interest of the socio-economic conflicts. Resolving the issues and justice made in view of state welfare for the development of economical status, which is benefited for the cause of commercial transaction in the state.

Verification with the Existing Law: Legal Provisions, Cases in Regard to Violation and Breaches of the Law :- Certain parties with a wilful intention causes breaches of contract and damaging the reputation of either parties.

Provisions of the Law :-States that as under concert awards damages in order to put injured party into the position he would have been if the contract had been performed so for the money can make. This is possible that the purpose is not punishment of the party. In breach, but compensation for the party who has been suffered by the breach. And further estimating the loss or damage arising from the breach of contract.

Leading Case :-*Hobbs, v. London and South Western Railway. Co., (1857) L.R. 10 QB 111.*

In this case, the Hobbs, and his wife Travelled From HAMPDEN TO WIMBLEDON. The train went in Wrong direction, and as consequence sustained with illness and sick due to cold, where there was no, conveyance and no place to stay. They had to walk home at mid night.

Judgment :-The Hon'ble Court, allowed to recover damages for inconvenience, caused but denied damages for wife's illness, since they were to remote.

In this connection the following observation being noted.

Where in referring into cause of injustice to Hobb's and family was entitled to recover the damages for sustained ill-health and have been caused, humiliation and mental agony. Which result due to wilful and gross negligence of the Railway authority. Held liable by breaching of the contract henceforth.

The victim's must be given remote damages, in the interest and Administration of Justice.

English Law Governing Damages :—The law incorporated, in Section 73, Indian Contract Act, is the same as English law.

Pleading :—The Hon'ble Court, should amend the law, by allowing remote damages.

Cases Cited :

1. *Hadley v. Baxendale*, (1854), 9, Ex.341
2. *C. Czarnikow Ltd., v. Koufos*, (1966) 2. W.L.R. 1422.

2 **Case Referred :—**In the following case a party entered into unlawful & Crl. Conspiracy which is controversial to the law. The concerned facts are herein stated below:

Case : *Harvard v. Millers Timber & Trading Company*, (1917) JKB 305.

An agreement to commit a crime is void, being opposed to the public policy thus an agreement to indemnify a person against the consequence of his criminal act is void.

My Opinion :—The relating to public policy cannot remain immutable, it must change with the passage of time, and required necessary amendments in legislation.

Justification :—However, as a result of the development of modern commerce

scenario certain amendments were required in these provisions to suit these developments in modern commerce wherein the effectiveness, drives and force arising from the compulsion of the economic circumstances to resorting illegal activities.

Thus, the picture that emerges is that while the accused persons charged with serious offences having devastating consequences for a large number of people enjoyed their liberties, the victims of the offences hardly even a forum to voice their grievances. The seriousness of the offence alleged against the accused persons has to be weighed also on the scale of human misery and consequences for the economy, the co-operation movement and the loss of faith of the commercial transaction contracts its and regulations of the Government provisions, in exercised whereof.

In the present judiciary wing, ordnates judgments, which are justifiable and highly appreciation in the interest of socio-economic structure of the state.

My Opinion and Suggestions :—In the present scenario of the (commercial transactions), mercantile, it is however worthy of notice that for sustainable development, reasons governing the legislations of the country be revised and changed to suit present and global conceptual transactions and amendments. *i.e.* socio-economic affairs of the state and facts and contentious that a *prima facie* building of public interest and trust and relating faith and moral values of the society.