

remission = waive → अधिकार (right) को छोड़ देना

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### (c) Effect of alteration of Contract :-

- The terms of the contract may be altered by mutual agreement by the contracting parties but the parties to the contract will remain the same.
- Minor change in terms & condition.
- Old contract → discharged

### ② Promisee may waive or remit performance of promise :-

- Every promisee may dispense with or remit, wholly or in part, performance of promise made to him, or may extend time for such performance or may accept instead of it any satisfaction which he thinks fit.
- A contract may be discharged by remission.

### ③ <sup>restore</sup> Restoration of Benefit under a Voidable Contract :-

- When person at whose option contract is voidable rescinds it, then, he can restore such benefits himself.
- No party can enrich <sup>himself</sup> at the cost of others.

e.g. →  
शुद्धा  
दो 10%  
discount

e.g. →  
दो 10%  
शुद्धा

e.g. →  
शुद्धा  
दो 10%  
discount



neglect → नजर अन्दाज करना

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④ Obligation of person who has received advantage under void agreement or contract that becomes void.

- When agreement is discovered to be void or when contract becomes void,

any person who has received any advantage under such agreement or contract is bound to restore it or to make compensation for it to person whom he received it.

⑤ Communication of rescission → <sup>to take Back</sup>

- Rescission must be communicated to other party in same manner as proposal is communicated. Rescission may be revoked in same manner as proposal is revoked.

⑥ Effects of neglect of promisee to afford promisor reasonable facilities for performance →

- If any promisee neglects or refuses to afford promisor reasonable facilities for performance of his promise, promisor is excused by such neglect or refusal as to any non-performance caused thereby

eg →  
कार्य/कार्य  
अवधि/अवधि  
कार्य/कार्य  
प्रदर्शन/प्रदर्शन  
कार्य/कार्य



## # Discharge of Contract :->

◦ when obligation created by it comes to an end.

~~Discharge~~

### ① Discharge by Actual Performance :->

• It takes place when parties to contract fulfill their obligation arising under contract within time & in manner prescribed.

Discharge of performance may be

- (i) Actual Performance
- (ii) Attempted Performance.

### ② Discharge by mutual Agreement :->

• If parties to contract agree to substitute <sup>novation</sup> new contract for it, or to rescind or remit or alter it, original contract need not be performed.

### ③ Discharge by impossibility of Performance :->

• Impossibility may exist from very start (void-ab-initio) - agreement void.

• But become impossible after entering into contract - Supervene impossibility.

- (a) Unforeseen change in law
- (b) declaration of war



- ③ destruction of subject matter
- ④ non-existence or non-occurrence of particular state of things, which was naturally contemplated for performing contract, as result of some personal incapacity

#### ④ Discharge by lapse of time: →

- eog → time barred debt
- Contract should be performed within specified period. If it is not performed & if no action is taken by promisee within specified period of limitation, he is deprived of remedy at law.

#### ⑤ Discharge by operation of law: →

- Contract may be discharged by operation of law which includes by death of promisor, by insolvency etc.
- eog → Personal skill contract [doctor].

#### ⑥ Discharge by breach of contract: →

- Breach of contract may be actual breach of contract or anticipatory breach of contract.
- If one party defaults in performing his part of contract on due date, he is said to have committed breach thereof. When person



deemed = assumed

repudiate  
stipulated  
dispense

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repudiates contract before stipulated time for its performance has arrived, he is deemed to have committed anticipatory breach. If one of parties to contract breaks promise, party injured thereby, has not only right of action for damages but he is also discharged from performing his part of contract.

⑦ Promisee may waive or remit performance of promise :-

• Every promisee may dispense with or remit, wholly or in part, performance or may accept instead of it any satisfaction which he thinks fit.

⑧ Effects of neglect of promisee to afford promisor reasonable facilities for performance :-

• If promisee neglects or refuses to afford promisor reasonable facilities for performance of his promise, promisor is excused by such neglect or refusal as to any non-performance caused thereby.

5000  
3000  
2000x  
discharge  
[waived]



### 9) Merger of rights :-

Inferior rights & superior rights may coincide & meet in one & same person. On merger inferior rights vanish & are not required to be enforced.

Ex -> Tenant  
पट्टे Rent प

ले रहा था

अब purchase कर

लिया

तब अब rent

नही देना प

lease contract terminate