

# CASE LAW

SR. No	Case law name	CONCLUSION
1	<b>Balfour v. Balfour</b>	It was held that offer must be Capable of creating legal relation. Agreement of domestic nature does not lead to Valid Contract.
2	<b>Harvey v. Facey</b>	It was held that offer must be different from Invitation to offer. Invitation to offer only leads to offer not acceptance.
3	<b>Mac Pherson v. Apanna</b>	Seller cannot be compel to sell goods in invitation to offer.
4	<b>Lalman Shukla v. Gauri Dutt</b>	It was held that offer must be Communicated. If offer is not Properly communicated, there can be no acceptance. Offeree should be properly aware about the offer.
5	<b>Carlill v. Carbolic Smoke Balls co.</b>	It was held that if offer is made to public in general can be accepted by anyone coming forward and acting accordingly.
6	<b>Brodgen v. Metropolitan Railway Co.</b>	It was held that acceptance must be communicated to the offeror to create any legal relation. If the acceptance is not conveyed it will not lead to Valid Contract.

7	<b>Boulton v. Jones</b>	It was held that the acceptance must be communicated by a person who has authority to accept it. No third party can accept the offer.
8	<b>Neale v. Merret</b>	It was held that acceptance must be absolute and unqualified. It should not
9	<b>Union of India v. Bahulal</b>	Contain any condition as conditional acceptance is counter offer.
10	<b>Lilly White v. Mannuswamy</b>	It was held that the acceptance can either be expressed in words or writing or even implied by conduct. Implied acceptance lead to contract.
11	<b>Felthouse v. Bindley</b>	It was held that mere silence does not amount to acceptance. If acceptance of offer is not conveyed silence cannot be treated as acceptance.
12	<b>Central Bank Yeotmal v. Vyankatesh</b>	It was held that the communication of acceptance can be done by act or any other mode. A mere mental unilateral assent would not

13 Mukul Datta v. Indian Airlines  
It was held that the offer of special condition should be accepted along with condition. If offeree accepts the condition without realizing it then also it is a valid contract.

14 State of Gujrat vs. Ramanlal S & Co.  
It was held that there should be at least two parties in a contract. One cannot contract with himself. Person can be natural or have legal existence.

15 Durga Prasad v. Baldeo  
It was held that consideration must move at the desire of the promisor only. No person other than promisor is bound to pay consideration.

16 Chinnayya v. Ramayya  
It was held that consideration may move from the promisee or any other person if the promisor has no objection. Promisor can sue promisee or any other person who is liable to recover the money.

17 Rajlukky v. Debee Bhoothnath  
It was held that contract is not enforceable even if there is no consideration as per provision as there is no love and affection between parties.

18 Mohori Bibi v. Dharmo Das Ghose  
It was held that any Contract entered by minor is void and lender is not entitled for repayment of money

19 Kirpa Ram v. Sami-Ud-din Ad. Khan  
It was held that the transaction is unconscionable, the rate of interest charged is reasonably high. It is assumed by the law that consent must have been obtained by undue influence.

20 State of Bombay v. R.M.D. Chamarbongwala  
It was held that crossword puzzles in which prizes depend upon the correspondence of the competitor's solution with editor of a newspaper is lottery and therefore, a wagering transaction.

21 Hadley v. Baxendale  
It was held that the special damages are recoverable only if the parties knew about them and agree at the time of contract. If that information is communicated, the party is entitled only to ordinary damages.

22 Frost v. Knight

It was held that a Contingent contract dependent on the future conduct of living person is valid if person act accordingly otherwise it becomes void.

23 Shyam Lal v. State of U.P.

It was held by the court that shyamlal had to return the salary paid to him during the period of reinstatement by the government. As it is non-gratuitous act so party can recover the compensation.

24 Hollins v. Howler

It was held that the finder of goods is entitled to retain the goods found against everybody except the true owner and once the owner is found the goods should be return to him.

25 Priest v. Last

It was held that while purchasing when the buyer specifies the particular

26 Bombay Burma Trading Corporation v. Aga Muhammad

purposer for which the goods are required to the seller then the seller is responsible for any fault in future.

27 Mount D. F. Ltd. V. Jay & Jay Co. Ltd. It was held that the right of Lien or Stoppage in transit is not affected by the buyer selling or pledging the goods unless the seller has assented to it. and once the seller assented it, right to lien is defeated.

28 KD kamath & Co. V. Commissioner of Income Tax The Supreme Court has held that the two essential Condition to be satisfied for Partnership are:

- 1) Agreement to share the profit.
- 2) Business carried on by all or any of them acting for all.

29 Santiranjan Das Gupta V. Dasyran Murzamull It was held by Supreme Court that following should be present for forming Partnership :-

- 1) Record of Terms and Condition of Partnership.
- 2) Separate Books of Accounts
- 3) Account of Partnership with bank
- 4) Registration with Registrar of Firm.