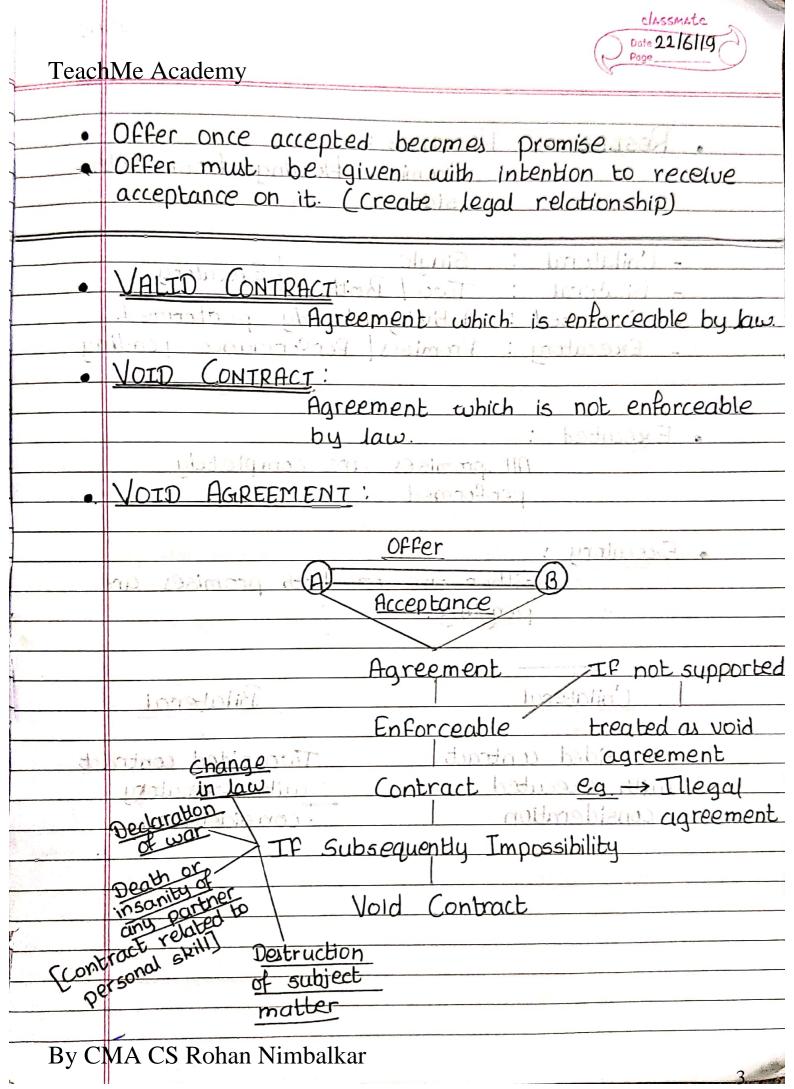
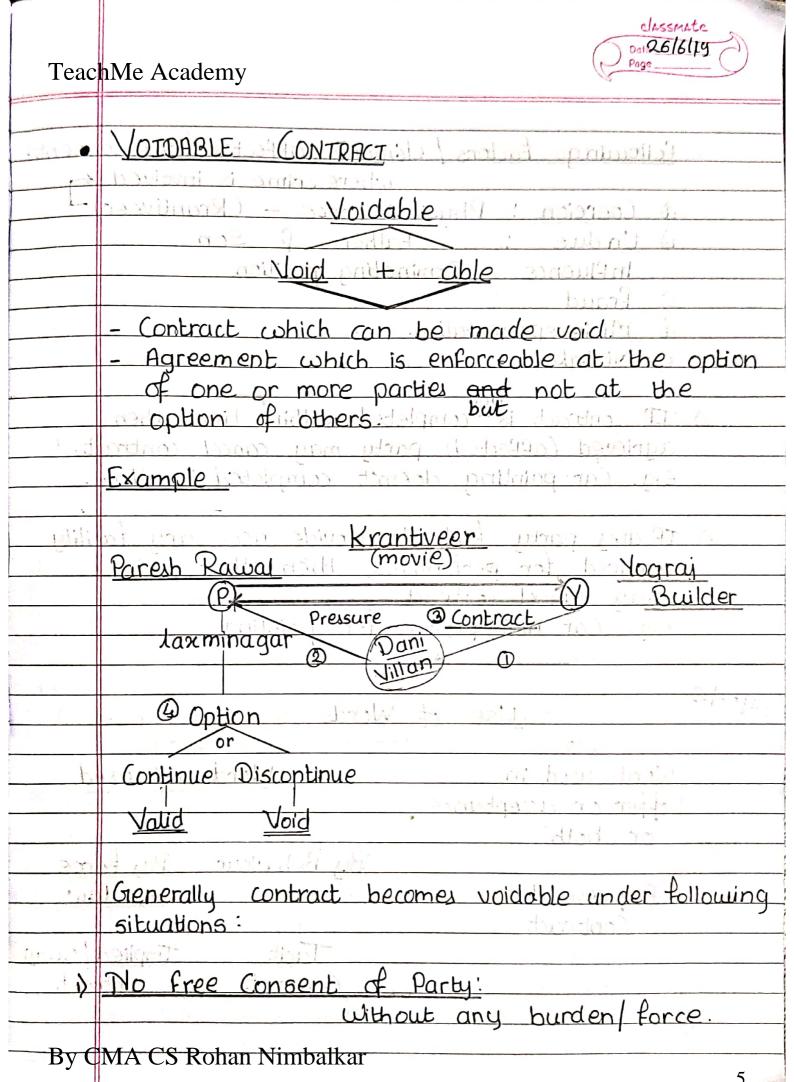
Date 20/6/19	The Min
TeachMe Academy	
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MERCHANTILE LAW SOLLAND	
eg eniger, unsecual mind, inuderat person	
diamas Businessal hadsonias nocisy	
Mica enemy	
(Contract Million) Sales of the aldien Partnershi	ip
Act Goods Act firm	
s) Agreements which are specifically deduced	
Offer/Proposal	
A soileas (B) Includes)
Acceptance Considerat	
to Hyreement units uncertain meaning	
i.e. Somethin	The state of the s
may be oral — Agreement and location return	<u>n</u>
or written	
Enforceable by law has value in	
en most resimo (Supported by law) and	W
19de due and wolf Voluntary act	Hivilu
	_
Contract is not treated as considera	
(a) (a)	
Offer Proposal:	
An expression of willingness with	2
bon being o'll militable on it.	
All contracts are agreements but all agreements	nts
are not contracts.	-100
By CMA CS Rohan Nimbalkar	

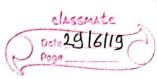
	100
Teach	nMe Academy
Todor	
	Example:
	D Agreement with incapable person.
	e.g. minor, unsound mind, insolvent person,
	person connected to imprisonment,
	Alien enemy.
	2) Impossible Agreements (Initially impossible)
	A District I District
	B) Agreements which are specifically declared
	as void.
•	harmond health
	4) No Consideration
BALEN	White is a supplied to the sup
	5) Agreement with uncertain meaning
11 110	
Commenced and programming a programming and a pr	6) Illegal Agreement
	and in the
	Later and Sand Jane Branching
L. Co	AGREEMENT:
1.	Promise or set of promises forming
history of the	consideration for each other.
131,527	day a dingles
	Promise to sale land
	(A) (B)
	10.00.000
. 160	Promise to pay
	E man and it is the state of all the distinctions
	A's promise is consideration B's promise and
2 12 12 12	B's promise is consideration for A's promise.
	Promise 15 COTSIDERATION TO 113 Provider



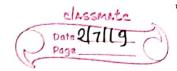
,	
•	RESIPROCAL PROMISE:
20/10	Promises flowing from both
	idide with the local sides and it is adult to
	- Unilateral: Single
	- Unilateral: Single - Bilateral: Two / Both & Executory
111 111	- Executed: Activity already performed.
	- Executory: Promises Performance pending
	Lacadina) CITY .
	a Anas tan of Andre Harrisanya
	Executed:
	All promises are completely
	per-formed.
•	Executory:
-	Either one or both promises are
1	pending
Hyeny	don dr.
	<u>Unilateral</u> <u>Bilateral</u>
14074 1	whatpart dilaconalis - trappal
and the	One sided contract Two sided contract
1000	with executed with executory
assersive	consideration consideration.
	iddlesogni Haryandi Tre "1"
	- Part of the second of the se
	duration land will will



	Following factors / elements affects free consent where crime is involved
	a Coereion: Physical Force - (Krantiveer)
	b) Undue: Father & Son
	Influence Dominating position.
	c) Fraud
	d) Misinrepresentation
and the	e) Mistake In military did in a many of
	at the ton there with a expense of the terms
2)	If contract is a completed within time then
	agrieved (affected) party may cancel contract.
	e.g. Car painting doesn't completed in time.
	^ _
	If any party fails to provide necessary facility
	required for performance then other party
1 1 1	e.g. Car not provide for painting.
	e.g. car not provide for paining.
.1.0	* Conity
28/06/19	Use of Words (for making contracts)
	Words used in Words not used
	offer or acceptance
	or both
	By Behaviour By force
. 11,42	Expressed of law
	Contract Tail Tail Tail 10
	(PMT → Sworget) Tacit Implied Quay
	Commission
	Train goods) (2) Earl section
By CM	A CS Rohan Nimbalkar
* Salaha	6



1000		3
	All illegal agreements are	
	agreements are not illed	galismani
	in a ceptanic co it.	no re of apparent
	VOID AGREEM	<u>ients</u>
	willing or magnific	3: (upm 79990 -
(pr	reception (Makelin liver te	
	To Commit Uncertain	Without Agreement
	Crime meaning (onsideration with minor
	(A)	1.CH
	Illegal Only Void	Only Void Only Void.
	13 3 3 1 1 1 1 3 1 3 1 3 1 3 1 3 1 3 1	105 acros 410
	TOPE - Premier - CPage	rio grimani
	2	-T10-1 1 1-1
	Only Void	Illegal + Void
of the party	den legist millions de deben	Out to be a distance of
· i	- No punishment to party	Punishment
	e.g. Agreement with it is	commit murder
	minor	m ad man rollio -
	- Collateral contracts are	- Collateral Agreements are
	- Condition considers the	also Illegal + Void
101 31	at many on all one day	al a made mades
	Az Jand	A Murder 3
	1000,000	10,00,000 10,00,000 Collateral
	Minor Void Collateral	Collabera Collabera
17	Valid ©	Illegal + Void C
	compunicated.	and James many .
	monuted to politice as he	
	Collateral: Contracts / Agreen	ments are made only when
	there is same objective	of both the parties. Two
	Contracts are made with 3 MA CS Rohan Nimbalkar	name objective.
By C	MA CS Rohan Nimbalkar	
	II	



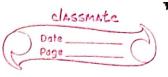
	OFFER (Proposal) (Section 2a)
	Expression of final willingness with
	intention to receive acceptance on it.
	THE THE TOTAL MANY
	- Offer may be positive or Negative
	(To do something) (Abstain From doing)
4 3 3	asparla - Hadder nuclearit Hopens of
y ve d	Offer (C)
	(A) (B)
4	Who
	Offerrer gives offeree receives
	Promisor offer Promisee offer
	1, dx -1 legalit i had night
	- Offer must be capable of creating legal relationship
	(TF there is no consideration there there is
	no legal relationship)
28	drawn francis — A 1987 a
	- Offer may be unconditional.
	Source of the Asia - Both Mary Longer As Brochell's -
1	- Condition should not force any party to
	onter into contract or to accept it.
	In other words it should not contain
1.4	term (condition) not complience of which may
	lead to acceptance.
	The state of the s
	- Offer must be communicated.
	(oral or writing or behaviour)
,	the stope on the stope of the s
1 11	Sites a self diad to self-selfs some is math
	situate de mos de minos de
	A PART STATE OF THE STATE OF TH



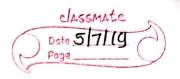
		classmate
Tone	Ma Agadamy	Page
Teac	hMe Academy	
	0.00	
	- Offer must be certain o	ind not vague.
19111	Example: Person ordered	1)150 litre oil.
1.110	000	
3/7/19	- Offer must be distinguished	ed from invitation to
	offer.	Tailly Talouth
401	or other is given in and	
n Jilu	James to distain and did	
Y	MAR TO OFFER MONDER 1890)	INVITATION TO OFFER
		(uning
	- There is final willingness	- There is no final willingn-
1, 34	had neepingers is also brace	iness Innothbar -
	- Generally offer is given	nath nature in
1 _	after invitation to offer	- First Stage
	, the state of the	: 1891) een ()
(e)	to amone amondore often	- Examples!
		Menu cards, Catalogue,
15	balant on the headed	Brochures, Banners, Goods
= nav	ine arrephance shall be a	in showroom shop.
dnam a	The add Halgers of enter	and to any out !
		· Jantara 93
		\
4107/19	TYPES OF OFFER MUNICIPALITY	2 Open Standing /
7	Absolution of rather made	
1 2	General offer/Public offer	the point excipt the
9	nffer o	iven to public and which
	can be accepted by any per	roon from public
	con be any any par	
		(IE includes group
		0.00000

e.g. Offer available for

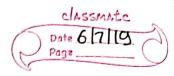
all CA students



2)	Specific Special Offer:
	Offer given to specific identified
	person.
	me was and but implifable si form melle . 1111
	Counter Offer:
	Counter offer is given in response
	to previous offer which has effect of cancellation
un l'i	of previous offer Confer committed from opposite
	party).
-, T. 3 v []] 1	
	Example: (Bargaining/Negociation) - Conditional / Qualified acceptance is also treated
	as counter of fer and in the allowards.
	south that a water of solutions pating
4)	Cross Offer:
	Both parties exchange same offer
At 100	in ignorance.
Page 1	- Offer of other person can not be treated as
	acceptance, therefore acceptance shall be given
	by one of the party to complete the agreement
	or contract.
5	Open Standing Continuing Offer:
	When offer is available for
	specific period then it is treated as opening/
A 1917 21	standing continuing offer.
	division assessment below in a me



•	ACCEPTANCE:
	Giving consent (saying yes) to offer
-31	define bedded a rade of montendle
-	- When the person to whom the proposal is made
adha	signifies assent there to, the proposal is said
ces	to be accepted and proposal when accepted
	becomes promise.
o. Dii	- Acceptance must be given only by the person to whom proposal is made
	- Acceptance must be unconditional and unqualified
1 40	- (onditional acceptance is treated as counter offer,
	- Officeptance must be communicated.
	- Acceptance shall be given in the mode specified
60	min offer and if mode is not specified then in
	any made which has effect of communication
	- Acceptance must be in prescribed mode.
	- Acceptance must be in prescribed time
	If time is not prescribed then reasonable time
	which depends on facts or situation.
	- Mereil silence is not acceptance.
	- Acceptance can be communicated by behaviour/
-	Conductor A
	Had distant
phit H	a of this the
By C	MA CS Rohan Nimbalkar
	11

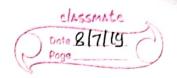


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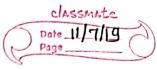
	When Offer & Acceptance is completed:
73.	a st an english done continue and a
	Acceptance to offer is lighted match to
Alexan	the train of our powder once acceptance to
100	offer is given it becomes contract and obligation
	are created and person cannot escape from
	this obligation.
- 1	Offer 6th July offer is
-	(A) (B) complete
1-11	12th July Acceptance 9th July When it is completed
retter 1	12th July ompleted completed
	Lucy man od trum wangs Is -
12 - 30 y 3	offer can be
1 ⁷ 1 1 4 4	Binding on A cancelled from
	6th July to
	When letter of 9th July
	Acceptance is
2.00	sent and landing day of
	Acceptance is
	Binding on B
20.2.3	distributed in the property of the same of
	Acceptance may be
	cancelled between
	9th July to 12th July

By CMA CS Rohan Nimbalkar

12



	CONSIDERATION: Quid Pro Quo (Jabin word)
	Something in return
	and to do any which barryalue it Tt may be pro
	in the eyes of law mise, goods,
	revolta dan gottarabienen aldicerrat money, skills etc.
William !	Limbook - Gaptain - Save - Herpertulining
	Consideration! Promise or performance that parties
93510	exchange with each other.
	is not legally bound to people m.
	- Consideration must move at the desire of promiser
	- Consideration may move from promisee or any
	other person. There can be stranger to consideration
()	but there can not be stronger to contract.
-,:	- In other words consideration may be paid by
	third person on behalf of promisee
	- Consideration may or may not be adequate.
	Promisor may take consideration less than
4:	wits imarket aprice at his desire PTO
	he was note party to continuity.
	EVIDENCE DOS
	and the second s
1	Dimpose Stidio
	Prima Pacie Conclusive
	<u>Evidence</u> <u>Evidence</u>
1	Notifinal of it final of will not
1	may change change
ATT.	mag charige.
	partitional - formal rich (8)
	(1)
By Cl	MA CS Rohan Nimbalkar
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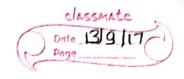
Consideration: - Consideration may be past, present or future - Consideration must be real and not Illusory:-Impossible consideration not allowed. e.g.: Titanic -> Captain -> Save -> Property (consideration) Consideration shall be such for which promisee is not legally bound to perform. Consideration must not be unlawfull, immoral (Contractual Morriage) or against public policy management -12/4/16 Suit by third person: -Privity of contract: - Contract is in between parties and not third persons are not allowed to file suit (case) Exceptions: 1) In case of trut -> (Organisational Trut) Beneficiary can file suit even if he was not party to contract Donor Trustee Public Trust Public Beneficiary (A) Donor Friend Private Trustee Trust Brother of Beneficiary

	* Escopped From denying, classmate
Teach	Me Academy
	2) In case of family settlements:
	Any member of family can file suit
	even though they were not part of contract
	settlement, if settlement is in writing
1413 43	er ing the form.
101	8) In case of certain marriage contract:
	Female member of family can
	enforce provision for marriage expenses made
	on partition of HUF.
-1	France ash utility is a templature utility of -
	W In case of assignment of contract:
	bansfer of benefit
1	- Assignee can file-suit land I toman -
	a Acceptance of
13/7/19	5) In case of acknowledgement Estoppel:
	In case of acknowledgement the
-1	person receiving acknowledgement can file suit ever
36	he was not part of contract.
	- neasy-giv. & logisoring or
	6) Covenant running with land:
	(obligation which continuous with Land):
	IF obligation attached with land is not
	fulfilled then any person from family of aperson
· ·	who imposed restriction can file suit.
	Assignor - who gives benefit
	Assignee - who receives benefit
	1051411
$\mathbf{p}_{\mathbf{v}} \subset$	MA CS Rohan Nimbalkar
by C	VIA CO NUHAH MIHIDAIKAI

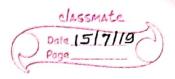
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* Estoppel: Stopped from denying.

	a=3.	Page Page	
Teach1	le Academy		
	in a callet a lo	1001	
Lines 15	Assignment	Succession	
Liberty	33. 32. 32. 32. 32. 32. 32. 32. 32. 32.		
	- Transfer of benefit	- In case of death of	
	only.	any party, property will	
	(No transfer of liabilit-	be transferred to legal	
	Mories) in a grain war	representative is	
- Steen	the manifest and and	succession.	
,	1,,11	1. 11.4147117	
	- No Liability transferred	- Liability also transfers	
on and the same of the	- Property of the state of the	to the extent of Asset	
		received.	
PERSONAL DINESSES OF	- Assignment is voluntary		
H=1.0F(0) =000		laur	
-	Lagranda I hramarbalina		
	D Contract entered thro	Person who is acting on behalf	
	- Third	person may file suit	
	on principal & vice-ve	pred	
6	il and alive primary to make a		
	Principal -> Agent -> Customer		
2474	can file suit		
		Hora Constant Street	
	4.14 A.	1/2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
		to the state of th	



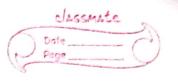
•	VALIDITY OF AGREEMENT WITHOUT CONSIDERATION
	General Rule: - No consideration, No Contract
	IF there is no consideration then contract / Agreement shall be Void
	EXCEPTIONs: Where contract is valid even though there is no consideration.
	O Natural Love and Affection:
	Such contracts are valid if it is made
	in writing and it should be registered.
	@ Compensation for Past Voluntary Services:
	Sholay marriage
	inside gervin (Viru Bosanti)
	Sholay Marriage Bosanti Cottoning Service Viru Bosanti (Jai Kompensopo os Treated as valid
	Compension
5,73	even though no
	consideration from Jai.
E	



	ESSENTIALS OF CONTRACTOR & WILLIAM
	D Capacity to Contract and appl : raniff in
	Person should not be: - D. Minor
	and biru diett) or unsound mind -
	(principal a) Alien enemy
- 4 1	4) Insolvent
3	and and ampell of idial is Person in imprisonment
	of free Consentation allemand reven a maily-
	Following elements will disturb free consent:
	D Coercion
	minipa 2 Undue influence in all - Ell,
onata n	a silened exter am \$13) Fraudened and am again -
	4) Mistre presentation many
1-10	- min no utilshiMistake
lili	v - digagh ula (3)
hio	3 Lawful Considerationiliand Cobject
	w) figreement not specifically declared as void.
	Necessaries Indudes : 6 Field
	5) Possibility of performance.
	79/13/17 0
anolibus	6) Certainity of meaning
	-: 9; oldost et phagnit ald-
tagi d	us den mus di nadro habitang anam Pinternah di
MIN HA	araim dhin dachine.
	to shought at majour or his dependent
	in an in the second of the sec
j.	



T Gaciii	The Academy	
0	Capacity of Contract	
·		
	@Minor: (Age below 18)	
	Contract/ with minor is void ab Inito.	
	Contract/with minor is void at Initio. Agreement (It is void from beginning)	
	beginning)	
	Coro Children (
15001	Case Study is: Mobori Bibi Vs. Dharmo Das Ghose.	
	-Minor is never personally liable	
	- Minor can always plead-(Defend) minority. He can protect himself from accepting the contract. Wability.	
\0	accepting the contract. Wability.	
16/7/19	-No Ratification after attaining majority.	
- Minor can be beneficiary (He can take benefit of		
	Agreement Involves:	
	O'Only liability on minor -> Void	
	© Only Benefit -> Valid	
	@ Liability + Benefit -> Void.	
	- Minor's property is liable for necessaries:	
	Ne cessaries Includes: O food	
	Q Clother which is	
	3 Shelter	
	@ Education and Instructions	
	- His Property is liable if!-	
	D Necessaries were provided when it was not sufficiently	
	available with minor.	
0	It was supplied to minor or his dependent	
	relatives	



110	- Contracts by Guardian boid to an account			
74,	Guardian can make valid contract on			
	behalf of Minor. But if contract is related to			
M. N.	immovable property then permission of Court is			
- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	required aim stades of the same and whom			
	as an agent for grandians.			
911111	- No specific performance against Minor Contigues			
	(Specific performance is given in the of antique mismobile property if damages are not sufficient (Recoverable))			
.03	If damages are not sufficient (Recoverable)			
	- Minor can not be dedared as insolvent			
	Minor is never personally liable therefore			
	he can not be declared as insolvent.			
	person acting on behalf of others.			
Amata	-Minor can be Agent: But minor can not be principal.			
	(A) Minor (x) Customer -			
han	aprincipal ad do Agent main			
<u> </u>	Aus liable radman samouad and adutation and al			
700				
	and unput planty panty donation peame a			
(X) Agent - Agent - All Customer				
	Minor Major			
Active and the second	Principal			
	In this case Agent			
	is liable as he is			
acting on behalf				
	of Minor.			
No.	·			



- Minor can not bind parents or guardian in any contract (Guardians are not liable for contracts made by minor).
- Generally Guardians are not liable for contracts made by minor except where minor was acting as an agent for quardians.
- Liability For Tort:
- Mongful Act without wrong intention.
 Minor is liable ion tort but if tort is related to bridge of contract then minor is not liable.
- Joint Contract by Minor and Major:

 Major is completely liable for contract.
- Minor as Shareholder:

Minor cannot be share holder and if by mistake he becomes member then company can cancel the contract Membership. But minor may acting through, lawful guardian-become a shareholder by transfer or transmission of fully paid shares.

Paid shares.

Minor cannot be shareholder and instance of shareholder and membership.

But minor membership.

But minor cannot be shareholder and instance and shareholder and minor many shareholder.

Paid shares.

Minor cannot be shareholder and shareholder and shareholder and shareholder and shareholder.

ELLI



6 Unsound MIND:

- Only property is liable for necessities supplied. Burden of proof is on person who is Eaking objection.

a ceremy! (In English law know as dure O Alien Einemys de paidlings Generally all agreements / contracts are yold; But it can be executed with permission of Central Government Threat to committe suicide is the couring

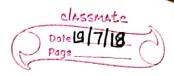
must boispide philori di ulmanari -

- @ PERSON In Imprisonment Existing contracts suprended and new contracts can not be entered amon Exception (Central Government) Approval.
- Retain or treatening for dotTNBVJOBNITUO nerion - Person who is not capable of repayment of liabilities. Either by assets or earning capacity

- This is also known as mental mending

to eater in contemb.

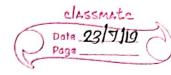
e.a. Enther - son, nother pulsent, touger - Went, Factors / Element which affects / disturbs Free conseptinidate alive has bandard planned (Section 13 & 14) is not find by



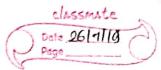
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	2) Undue Influence
	8) Fraud of some at aboil as payang place-
	4) Misrepresentation
	o) Mistake
<u> </u>	COERCION: (In English law know as duress)
Section 15	Committing or threatening to commit
L. Aberry	any forbidden by Indian Penal Court (IPC)
I moran	act (With intention that other party will
	- enter in contract)
	- Threat to committe suicide is also coercion.
	- Generally it include physical fource.
	- It is immaterial that IPC was in existing or
	not when coercion was applied.
	- Contract becomes voidable.
	Coording may proceed from Hilad and
1	- Coercion may proceed from third party Coercion may be done to induce other party
	to enter in contract.
	- Detain or treatening for detaining is also coercion
	Though The selection of
	UNDUE THEWENCE: Section 16.
- 11	Improper
11	- This is also known as mental coercion.
	- One party is in dominating position. Such party
ALMERICA PE	uses dominating position to obtain unfair advantage
	e.g. father - son, Doctor - patient, lawyer - client,
	Fiance + flancee. 1 1/2 doministration
	Generally husband and wife relationship is
	excluded but if there is Pardanasheen Woman'
D C	AA CC D 1 N' 1 11



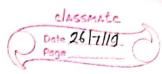
	then husband is assumed to be in dominating
	position.
	a to saint in the
119 3)	FRAUD: (Section 17) - Expression of Palse fact OR promise made without
30/5/A	
	intention to perform it in future. OR any other
	act declared as fraudelent.
10.	- There must be intention to deceive.
	- The fact must be material (which affects decision
	making)
	- Mere silence is not fraudition
l c	- Except following cases:
	DITA case of fiduciary relationships (Relationship
	e) me in significant demotion trust and confidence
	2) Where silence = Speech.
	3) Person speaks half truth.
	- Contract is Voidablemen + same of a strill
	- Punishment is applicable
4)	MISREPRESENTATION: (Section 18)
	- Expression of Palse fact without intention to deceive
14	other party.
	- Contract is voidable but court may order to confinue
	contract after some modifications.
*	- Punishment is not applicable.
-	



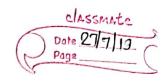
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Teach	
•	Object or Consideration against public policy:
1)	Agreements of trading with enemy:
	- An agreement mode with an alien enemy in time of
	war is illegal on the ground of public policy.
	- This is based upon one of the two reasons:
1 N 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	i) The further performance of the agreement could
	involve commercial intercourse with enemy
	2) The continued existence of agreement could confer
	upon the enemy an immediate or future benefit
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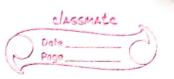


TeachMe Academy Agreement with lowful and unlawful object (both) (may be one promise is legal of other illegal) IF legal and illegal IF legal and illegal promises are separable promises are not separable. IF consideration given TF consideration not separately given separately. (One consideration is given for two or more promises) Whole agreement is Megal void as we can not Promise Promise sparate legal promise Void from illegal promise Valid



1.91-5	CONTINGENT CONTRACT:		
	- Section - 31 man (a)		
	- Also known as Conditional Contract.		
	- If performance of contract is dependent on		
inn	happenning & non-happenning of future events		
of Contract	tra na nairana albanna an Marana		
	<u>Future</u> Event (Collateral)		
1 1	and complete the second of the		
111	Depends on Depends on		
AND AS TO	happening non happening		
3833	The state of the s		
	Villain ma		
*	Valid Void Jalid Void		
2.	TO CO		
Opinu	TF Future IF fature IF event did IF event		
9810	event not not happened harmond		
3011	happened happened had had		
	or become impossible		
	IF time is fixed for happening or non-happening		
	then additionally time limit shall be considered		
	for validity of contract.		
	Agreement Contingent on Impossible Event is void.		
By CM	A CS Rohan Nimbalkar		
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TeachMe Academy



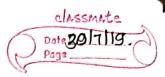
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•	Wagering Agreement	Contingent Contract	
	harter a gent (an)	The methods commented to	
130	- Always Volded in him	- Always Valid	
	(On with a forman)		
	- Event is not collateral	- Events are collateral	
	- Loss of one is gain of another.	= Not - Applicable .	
	ishe can neith	amarail	
		- little control on future	
	event	event.	
LIVE	an versus marks)	Logospa codid	
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•	QUASI CONTRACT:	instrum of other plate.	
	MAN TIE is not cont		
S. S. Halan	there is no offer and ac	•	
	Deemed to be Contract:		
	- Obligations created on parties due to force by		
install in	of law. (No agreement be	etween parties)	
age of take	- This contracts are given to avoid situations		
	where loss of one is gain to another.		
17	in in 19 de la la		
	Examples :- 1)	110/ 10 00 000	
	n Claims for necessary supp	(Minor, unsound mind)	
	2) Right to recover money paid for another person (Section 69)		
		•	

Classmate





	OFFER OF PERFORMANCE OR TENDER OF PERFORMANCE:							
W.	Attempt to Perform							
	(Ery)							
4.1	- IF there is proper attempt then person who							
	tried to perform is not under obligation to							
	perform it again but other party is under							
	obligation de toutes la proposition de							
	- But in case of money person shall pay it							
	later and interest shall not be paid for							
	period after the offer of performance.							
	· · · · · · · · · · · · · · · · · · ·							
	Proper Attempt: basing to and all a							
	@ Reasonable opportunity shall be given to other							
	party to accept performance (Delievery).							
	@ Within Business Hour.							
	3 Within reasonable time or							
· P	specified time (Domino's -30 minutes)							
	@ Performance should not be in parts. (But if							
	part delievery is made to complete whole							
Darker State	delievery then it is valid).							
	6 Shall be performed for Appropriate person.							
	Target dance of the street.							
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	100 100 100 100 100 100 100 100 100 100							
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By CN	VIA CS Rohan Nimbalkar							
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	By Laps DISCHARGE Discharge by OF Time OF CONTRACT Operation of law	-
	of Time Of CONTRACT Operation of law	
	The Contract of the Contract o	
uhc	By Performance By Mutual Consent	
	of a situation of any of a graph of built	
124	By Offen By Breach By	_
	of performance of Contract Impossibility	_
1. [15]	Thore does not be and di par -	_
7	of bing ad four limits to rated born rately	_
	period offer the offer of partimopre.	_
•	DISCHARGE BY MUTUAL CONSENT:	_
	1) Novation of contract :- 62 tametts	_
731	2) a) New contract may be introduced and	_
	Binew party may be introduced in	_
i	2 Oll applies of Garland 1 (Gar	-
	a) Alteration of Contract: (62)	-
A	- Change in terms and conditions of existing	_
11 314	alad a addonia of about it provailable from	_
	3) Remission Chi68, at 11 ords unable	_
	- Acceptance of leser performance.	
	- Example :- Cash Discount.	
	- CRUMPIE COST WISCOUTS	
	y Rescission: 89.	2
9/1	- Cancelling the contract.	1
	5) Waiver!	
	- Giving up of rights by partles.	
		-
		and and
By C	MA CS Rohan Nimbalkar	THE PARTY
	32	4



Teach	Me Academy					
	DISCHARGE BY BREACH OF CONTRACT (Section 39)					
	Types of Breach important unanibation					
105	the design of the second of the second					
	Actual Breach 1200 - Anticipatory Breach.					
	Breach of Contract on Breach of contract before performance date performance date.					
	after 19 month: Indiana (d					
	than at assi tourn on at alade market					
hwar	soth July 2019 TF Breach 80th August 2019					
	aganta la ideir of contraction of 14400					
Mi.	Contract date is before Performance date					
No.	performance					
	append date in It there is a breach					
en o	to an thing day own raparent starring of					
	has early man stad Anticipatory to all then it is actual Breach					
	Breach to doors					
	•					
-	Option to party to treat					
1.1	mediately					
441	in a wait till performance					
	of and astrodate & then file suited					
	ab tomage to musery to domote minto provi					
	One of the option					
	selected can not					
	change later					
	Lamilary of pully of will a					
E C	Actual 1055 - Ordinary Cincare of loss 1 MACCS a Rohan Nimbalkaf there is no loss Damages. 33					
By C	MAGGARQhan Mimbalkar there is no loss Domogel.					
	Saannad by Cam Saannar					

Ę.A.	Date _90/7_169.							
Teach	Me Academy							
(00 4010)	Remedies for Breach of Contract							
	Danisara : In the said							
	O <u>Damages</u> : When there is actual loss.							
	- loss from buyers point of view:							
Arrest	Market Price - Cost Price							
i store	- Loss from sellers point of view:							
3;	Cost Price - Market Price							
	b) Nominal Damages:							
^	When there is no actual loss to any							
N	party then pominal damages paid to aggrieved party to maintain his Right of decree To florest							
ala	party to maintain his right of electer the same							
3 4 3.2	37000 10 100							
dimaid	c) Remote / Indirect Damages:							
	Remote damages are not paid as there							
Amark In	is notalized connection between loss and							
	Breach of Contracts							
	d) Special Damagera of anima							
1977	Tremote consequences are brought							
	to the notice of other party then if there							
2	is loss due to remote situation then party							
	may claim damages known as special damages							
	e) Vindictive Exemplery Damages:							
	This domages can be claimed if!							
-								

By CMA CS Rohan Nimbalkar

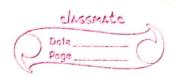
D There is injury to emotions (Breach of promise to marry)



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D Wrong Ful dishonou Clesser the amt of cheque	n of cheque: (Damage)
@ Specific Performan	CE: Initial:
conditions. In follo	ct on same terms and buing cases specific
performance is ge 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	erty
3 QUANTUM MERCUTT (As much as earned)	•
B But contract is be by impossibility or	eing executed n not be completed due Breach of Contract
Then court may	order Quantum Mercuit Pay to other party to the
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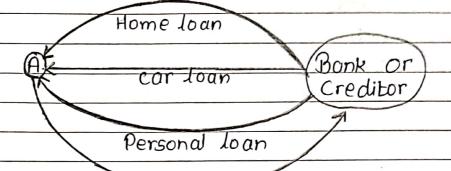
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DISCHARGE OF TMPOSSIBILITY: Subsequent/ Initial Impossibility 13 Supervening Impossibility. Void Agreement It was valid contract when it was made but due to subsequent range impossibility it becomes void contract Example of subsequent Chance impossibility: D Change in law 2) Declaration of war 3) Destruction of subject matter MINES the of the line was Death or insanity hadaman handan to ofaportner. INGAMARARIE ISCHARGE OPERATION OF LAW! O Death of any party Insolvancy of party.



· Appropriation Of Payment: (59 to 61)

One person took different types of Joan from another party.



IF A paid ₹ 50,000 then
it will be adjusted against
which I pan?

- O Payment shall be adjusted according to instructions given by debtor.
- TF instructions not given by deptor then
 the creditor may adjust it against any loan
 except disputed or Illegal Joan.
- 3 IF payment is not adjusted by debtor or creditor (Adjustment pending from long time).
 - Adjusted against Joan which was taken earlier.
 - → TF all loans are taken on same day
 then amount adjusted (in all loans) proportion of loan amount of each loan.

INDIAN CONTRACT ACT, 1872

Nature of Contract

- 1. Atharva, a minor borrowed ₹ 1000 from Parth and agreed to repay it within three months. He failed to return the amount after stipulated period of time. Can Parth realize his money from Atharva through a court of law?
- 2. Mr. Karan promised to pay ₹ 50,000 to his wife Mrs. Kiran so that she can spend the sum on her 30th birthday. Mrs. Kiran insisted her husband to make a written agreement of he really loved her. Mr. Karan made a written& registered agreement. Mr. Karan could not pay the specified amount to his wife. Mrs. Kiran wants to file a suit against Mr. Karan for recovery of promised amount. Advise whether Mrs. Karan will succeed. (3 Marks) (Nov. 2018)

2. Offer & Acceptance

- 3. CK Soap Co. advertised that it would give a reward of ₹50,000 if anyone develop skin disease after using, CK soap of the company. Miss Disha purchased the advertised soap and developed skin disease in spite of using this soap according to the instructions. She claimed reward but company refused pay on the ground that offer was not made to her as well as she had not communicated her acceptance of the offer. Decide whether Miss disha can claim the reward or not. Advice Disha with reference to provisions and applicable case law.
- **4.** Ramaswami proposed to sell his house to Ramanathan. Ramanathan sent his acceptance by post. Next day, Ramanathan sends a telegram withdrawing his acceptance. Examine the validity of the acceptance in the light of the following:
 - (i) The telegram of revocation of acceptance was received by Ramaswami before the letter of acceptance.
 - (ii) The telegram of revocation and letter of acceptance both reached together. (RTP Nov. 2018)
- 5. Nikita offered through an advertisement newspaper to sell designer goods on a particular date at a particular place a Shimla. In response to the advertisement Aachal travelled all the way from Pune to Shimla and found that the place was locked and there was no such sale and goods are already sold. She wanted to sue Nikita. Advise Aachal about appropriate course of action?

Consideration

6. Transferred his house to his daughter M by way to gift. The gift deed, executed by X, contained a direction that M shall pay a sum of ₹ 5,000 per month to N (the sister of the executant). Consequently M executed an instrument in favour of N agreeing to pay the said sum. Afterwards, M refused to pay the sum to N saying that she is not liable to N because no consideration had moved from her. Decide with reasons under the provisions of the Indian Contract Act, 1872 whether M is liable to pay the said sum to N.

7. Mr. B, an old man, by a registered deed of gist, granted certain landed property to Ms. R, his daughter. By the terms of the deed, it was stipulated that an annuity of ₹ 20,000 should be paid every year to Mr. S, who was the brother of Mr. B. On the same day Mrs. R made a promise to Mr. S and executed in his favour an agreement to give effect the stipulation. Ms. R failed to pay the stipulated sum. In an action against her by Mr. S, she contended that since Mr. S had not furnished any consideration, he has no right of action. Examining the provisions of the Indian Contract Act, 1872, decide, whether the contention of Ms. R is valid? (RTP No. 2018)

Capacity of Parties

8. X, a minor was studyinginB.Com in a college. On 1st July, 2005 he took a loan of ₹ 10,000 from B for payment of his college fees and to purchase books and agreed to repay by 31st December, 2005, X possesses assets worth ₹ 2 lakhs. On due date X fails to pay back the loan to B. B now wants to recover the loan from X out of his (X's) assets. Referring to the provisions of the Indian Contract Act, 1872 decide whether B would succeed.

Free consent

- 9. A threatened his wife and son to commit suicide if they did not agree to transfer A's house to his brother. Thereupon his wife and son agreed to transfer the house. Subsequently, his wife and son filed a suit to set aside the transfer. Will they succeed?
- 10. A has two cars, a Fiat and an Ambassador. He agreed to sell one of the cars to B. B is thinking that he is buying Fiat car, whereas A is thinking that he is selling Ambassador car. Is there any contract created?

Void Agreements

- 11. Mr. Seth an industrialist has been fighting a long-drawn litigation with Mr. Raman another industrialist. To support his legal campaign Mr. Seth enlists the services of Mr. X a legal expert stating that an amount of ₹ 5 lakhs would be paid, if Mr. X does not take up the brief of Mr. Raman. Mr. X agrees, but at the end of the litigation, Mr. Seth refuses to pay. Decide whether Mr. X can recover the amount promised by Mr. Seth under the provisions of the Indian Contract Act, 1872.
- 12. A and B agree to share the proceeds of a robbery committed by them. A lends $\stackrel{?}{\underset{?}{?}}$ 500 to B to buy implements required for the robbery. Can A recover from B the money lent by him (A). Give reasons.

Contingent Contracts & Quasi Contracts

- 13. Y holds agricultural land in Gujarat on a lease granted by X, the owner. The land revenue payable by X to The Government being in arrear his land is advertised for sale by the Government. Under the Revenue law, the consequence of such sale will be termination of lease. Y, in order to prevent the sale and the consequent termination of his own lease, pays the Government, the sum due from X. Referring to the provisions of the Indian Contract Act, 1872 decide whether X is liable to make good to Y, the amount so paid?
- 14. A shopkeeper sent a bag of rice to B. The cart driver delivered the bag to B's neighbour by mistake. Can the shopkeeper recover the price of the bag from B's neighbour? B's neighbour pleads that he never asked for the supply of rice and, therefore, not liable to pay. Advice the neighbour?
- **15.** An insurance company paid money by mistake on a policy which had lapsed. Though the company was not ignorant of the fact of lapsing, but this was overlooked at the time of payment. Can the company recover the amount?

Performance of Contract

- 16. X, Y and Z are partners of software business jointly promise to pay ₹ 30,000 to A. Over a period of time Y became insolvent, but his assets are sufficient to pay one-forth of his debts. Z is compelled to pay the whole. Decide whether Z is required to pay whole amount himself to A in discharging joint promise?
- 17. A agreed to sell 10 tons of wheat to B. No time of delivery has been fixed. At 11 P.M. A takes a truck of wheat to B at his house. Is it a valid tender?

Discharge of Contracts

- 18. Mr. Ram of Chennai placed an order with Mr. Shah of Ahmedabad, for supply of urad dal on 10.11.2006 at a contracted price of ₹ 40 per kg. The order was for the supply of 10 tonnes within a months' time viz., before 9.12.2006. On 4.12.2006 Mr. Shah wrote a letter to Mr. Ram stating that the price of uraddal was sky rocketing to ₹ 50 Per. Kg. and he would not be able to supply as per original contract. The price of urad dal rose to ₹ 53 on 9.12.2006 Advise Mr. Ram citing the legal position.
- 19. M Ltd. contracts with Shanti Traders to make and deliver certain machinery to them by 30.6.2004 for ₹ 11.50 lakhs. Due to labour strike M Ltd. could I manufacture and deliver the machinery to Shanti Traders. Later, Shanti Traders procured the machinery from another manufacturer for ₹ 12.75 lakhs. Shanti Traders was also prevented from performing a contract which it had made with Zenith Traders at the time of their contract with M Ltd. and were compelled to pay compensation for breach of contract. Advise Shanti Traders the amount of compensation which it can claim from M Ltd. refering to the legal provisions of the Indian Contract Act.

- **20.** A mill owner sent a machine for necessary repairs to a workshop. The workshop delayed the machine beyond a reasonable time. Consequently, A's mill had to be closed down. A claim loss of profit he would have earned had the mill not closed down. Advice A.
- 21. Mr. X and Mr. Y entered into a contract on 1st August, 2018, by which. Mr. X had to supply 50 tons of sugar to Mr. Y at a certain price strictly within a period of 10 days of the contract. Mr. Y also paid an amount of ₹ 50,000 towards advance as per the terms of the above' contract. The mode of transportation available between their places is roadway only. Severe flood came on 2nd August, 2018 and the only road connecting their places was damaged and could not be repaired within fifteen days. Mr. X offered to supply sugar on 20th August, 2018 for which Mr. Y did not agree. On 1st September, 2018, Mr. X claimed compensation of ₹ 10,000 from Mr. Y for refusing to accept the supply of sugar, which was not there within the purview of the contract. On the other hand, Mr. Y claimed for refund of ₹ 50.000 which he had paid as advance in terms of the contract. Analyse the above situation in terms of the provisions of the Indian Contract Act, 1872 and decide on Y's contention. (4 Marks) (Nov 2018)