

Unit - 6

Contingent & Quasi Contracts

* Contingent Contract : (Sec. 31)

A contract to do or not to do something if some event, collateral to such contract, does or does not happen.

=> Eg: Contracts of insurance, indemnity or guarantee.

Legal Rules

Contingent upon happening of an event	Where can be enforced	When it become void
Non-happening of an event	When event has happened.	When event becomes impossible
Happening of an event with in the specified time	When the happening of the event becomes impossible.	When event has happened.
	When event has happened within the specified time	When event has not happened within time (or) Event becomes impossible before expiry of specified time.

Non-happening of an event within the specified time

When event has not happened within the specified time
(or)
Event becomes impossible before expiry of specified time

When event has happened within the specified time.

Behaviour of a person within the specified time

Such person acts in specified manner

When such person does anything which renders it impossible.

Happening of an impossible event

Void, whether the impossibility of the event is known or not known to the parties to the agreement at the time when it is made.

* Quasi Contracts:

Under certain special circumstances, the law creates and enforces legal rights and obligations, although the parties have never entered into a contract.

* Types of Quasi Contracts:

1. Claims for necessities supplied to a person incompetent to contract (but upto property of incompetent).

2. Reimbursement to a person paying money due by another in the payment of which he is interested.

3. Obligation of a person enjoying benefits of non-gratuitous (without any cost) acts.

4. Responsibility of a finder of lost goods. His responsibility is same as that of a bailee.

5. Liability of a person to whom money is paid or goods delivered under mistake or coercion.