

- Unit 3**
- ① **Capacity**
 - Minor x ⑮
 - Sound Mind x ③
 - Disqualified Person x ③
 - ② **Free Consent** ⑤ x ✓
 - ③ **Legality of Object and Consideration** ⑦ ✓ x
 - ④ **Void Agreements** ⑤ ✓ x

- Unit 6**
- ① **Contingent Contract**
 - Define Elements ④
 - Rules ⑥
 - ② **Quasi Contract**
 - Define Types ⑤

Contract Unit 3 & 6

- Capacity (Section 11)**
- Define x ✓
 - ⑮ - **Minor** x ✓
 - ③ - **Unsound Mind** x ✓
 - ③ - **Persons Disqualified** x ✓

- Define - Who can Sign**
- Minor - Essential ⑮**
- ① **Void ab initio** (without any legal effect)
 - ② **No Ratification** (Sup)
 - ③ **Minor can be beneficiary**

- Minor can plead minority (18)**
- ① **Liabilities for Necessaries (Sole Reserves)** (child's education, food, clothing, shelter)
 - ② **Contract by Guardian** (not for necessary purposes)
 - ③ **No Specific Performance** (no force against minor)
 - ④ **No Intestacy**
 - ⑤ **Partnership** (not liable for minor)
 - ⑥ **Joint Adult & Minor (Child)**

- Unsound Mind**
- ① **Temporary (Unsound Domestic)**
 - ② **Idiot (Mute)**
 - ③ **Intoxicated (drugs)**

- Persons Disqualified by law**
- ① **Convict (Kodi)**
 - ② **Insolvent (Incapable Contract)**
 - ③ **Alien (Enemy) (Pakistan)**

- Free Consent**
- ① **Coercion**
 - Define (Sec 15)
 - Effect (Sec 16)
 - Coercion (Sec 16)
 - Official (Section 16)
 - ② **Undue Influence**
 - Define (Section 16)
 - Official (Section 16)
 - ③ **Fraud**
 - Define (Section 17)
 - Silence is NOT fraud - ③
 - ④ **Misrepresentation**
 - Definition
 - Effect
 - ⑤ **Mistake**
 - Fact

- Coercion (15)**
- Activity perform on threat
 - Property injury / injury threat
 - Criminal Activity
 - IPC penalty → Coercion
 - When it results in formation of contract
- Effect → Voidable → Agreed party Option

- Undue Influence**
- Define**
- ① **dominate position**
 - ② **fiduciary relationship**
 - ③ **Mental Illness** (wrong use)
- Agreement which is taking unfair advantage of other

- Essential Elements**
- ① **Close Relation between Parties**
 - ② **Authority Real or Apparent**
 - ③ **Fiduciary Relationship (Trust)**
 - ④ **Object to take Unfair Advantage**
 - ⑤ **Burden of Proof on (Dominant party/influencer)**

- Fraud**
- Intentionally
 - You know to be false
 - Performed to deceive the other party
 - By formation of a contract
 - Damages on
 - Can claim performance
- Voidable

- Silence is NOT fraud**
- Effect**
- ① **Duty to Speak**
 - Fiduciary Relationship
 - Contract for Insurance
 - Contract for Marriage
 - Contract of family settlement
 - Share Allotment Contract
 - ② **Silence is Equivalent to Speech**
 - eg Sale of goods on return basis

- Misrepresentation**
- Unintentional
 - Person stating facts before it to be true
 - Agreement
 - Resulting in profit for him but loss for another
- Effect - Voidable

- Mistake**
- Indian Law - Subject of law
 - Foreign Law - Applicable due to presence in India
 - Subject Matter mistake Void
 - Unilateral - Simple Entry (Voidable)
 - Bilateral - Both (Void)

- Legality of Object & Consideration**
- ① **Forbidden by law** - Not permitted by law (21V)
 - ② **Defeats provision of law** - By using loopholes to avoid legislative enactments
 - ③ **It is fraudulent** - Agreement promoting fraud are void
 - ④ **It involves injury to a person or property**
 - ⑤ **The Govt. believes it to be immoral**
 - ⑥ **Agreement Opposed Public Policy (NOT in Public Interest)**

- Contingent Contract**
- A Contract to do something or not to do something → depend on collateral event
 - **Essential**
 - ① **Contingent** → happening
 - ② **Event is collateral** to contract
 - ③ **The event should be uncertain**

- Void Agreements**
- ① **Contract**
 - dispute
 - Exception → Arbitration (Valid)
 - ② **Agreement in restraint of trade (Unreasonable & Void)** (not on Employment Agreement)
 - ③ **Agreement in restraint of Marriage (Void)**

- Unit 3 End**

- Unit 6**
- ① **Contingent Contract**
 - Define
 - Essential (4)
 - Rules (6)
 - ② **Quasi Contract**
 - Types (5)

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- Quasi Contract**
- **Define (Unit 5)**
 - Types of Quasi Contract**
 - ① **Claim for necessity supply**
 - ② **Payment by Interlocutory Person** (debt → PD)
 - ③ **Obligation if enjoyed non gratuitous Act**
 - ④ **finder of lost goods**
 - finder of goods
 - finder of lost goods
 - ⑤ **Money paid by mistake or under coercion**

- Rules relating to Contingent Contracts**
- ① **Contract dependent on event happening** - void if event does not occur
 - ② **Contract dependent on non happening** - void if the event happen
 - ③ **Contract to be enforceable** which depends on a living person and becomes impossible

- Contingent dependent on happening (impossible)**
- Contingent dependent on non happening (accor)**
- In fixed time** → then contingent Void
- Contingent on impossible event - Void**

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One Shot

Part 2

Unit 3

Unit 6

Over