

- Unit 1
- 1 Define Contract ✓
 - 2 Types of Contract ✓
 - 3 Offer ✓
 - 4 Acceptance ✓
 - 5 Communication ✓
 - 6 Revocation → Modes

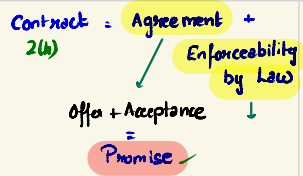
- Unit 2
- 1 Consideration (Define + Legal Rules) (7) ✓
 - 2 Privity of Contract (Exceptions) (7) ✓
 - 3 Agreement w/o Consideration (7)

Contract Act - Unit 1 & 2

CA - Shivan - Gupta

Indian Contract Act

- 1-75 = Introduction
- 76-123 = SOGA / IPA
- 124-238 = Special kinds of Contract



On basis of formation

Express Contract = Can be expressed in words spoken or written.

Implied Contract = Comes into existence by action (Contract) / Omission (Contract)

Tacit Contracts: ATM

Types of Offer

- 1 General offer (Cavill vs Smokeball)
- 2 Special / Specific Offer
- 3 Cross Offer (Identical + Simultaneous + Ignorance)
- 4 Counter offer (Modification - Strike)
- 5 Standing offer / Open offer (Time)

Legal Rules

- 1 Acceptance by Person to whom offer is made
- 2 Acceptance Absolute & Unqualified
- 3 Acceptance communicated
- 4 Prescribed mode
- 5 Time (Posthumous vs Binding)
- 6 Silence is NOT acceptance

Modes of Revocation (7)

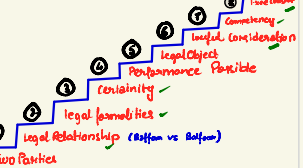
- 1 By Notice of Revocation
- 2 Lapse of Time
- 3 Death or Insanity
- 4 Non fulfillment on Condition
- 5 Counter offer
- 6 Prescribed Mode
- 7 Illegal

Privity of Contract

- Consideration Emerges
- Exceptions:
 - 1 Beneficiary of a trust
 - 2 Family Settlement
 - 3 Marriage Contracts
 - 4 Assignment of Contract

One Sheet

Contract



On basis of Performance

Executed Contract = Act is executed + enforceability is recorded

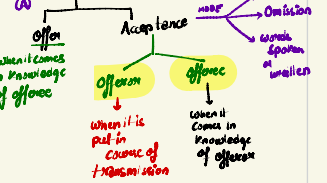
Executory Contract = Consideration is reciprocal and to be performed in future

Unilateral / Bilateral

What is NOT Offer?

- 1 A statement of intention is NOT offer
- 2 Answer to Question is NOT offer (Charney vs Fairs)
- 3 A statement of price is not offer
- 4 An Invitation to Offer is NOT offer

Communication



Unit 1 Over

Part I

Types of Contracts

- Validity or enforceability
- Valid Contract = Binding + Enforceable
- Void Contract = Enforceable then ceases → void
- Voidable Contract = Aggrieved Party can cancel
- Illegal Contract = It is a contract which law forbids to make
- Illegal Agreements → void
- All Void → not illegal
- Unenforceable Contract = technical defect

Offer 2(a)

- Proposal
- Promise → Promisee
 - Assent Approve
 - Promisee final willingness
 - Offer Positive & Negative

Acceptance

- 1 Define ✓
- 2 Legal Rules (7) ✓

Performance



Define

- Something in Return
- Quasi Pro Quo
- Can be to do something
- Abstain from doing something

Agreement without Consideration

- 1 Natural Love Affection
 - Whoring
 - Repudiation
 - Close Relation
 - Natural Love
- 2 Compensation for Past Voluntary Service
 - Voluntarily
 - Presence of Promisee
 - Presence of Compensation
 - Promisee
- 3 Promise to Pay time borrowed
- 4 Agency
- 5 Completed Gift
- 6 Bailment → goods (free of cost)
- 7 Charity

Over

Offer → Define + Types (6) + Valid Essential (7) + What is Not offer ✓

Define

Section 2(b)

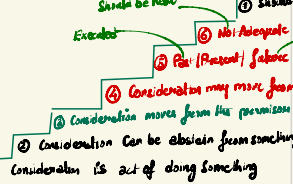
→ Giving Approval to an offer

→ Promisee / Acceptor

Revocation of Offer and Acceptance

- 1 Offer → until the Acceptance is posted
 - 2 Acceptance → until the Acceptance comes to the knowledge of the offeror
- Main offer + Revocation come here (Revoked)
 - Part 1: Telephone (No dial + substance)

Elements of Consideration



Done 2nd May

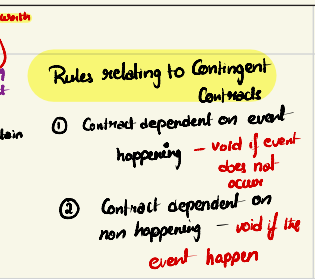
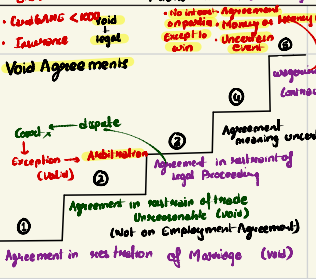
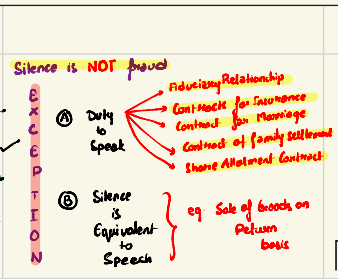
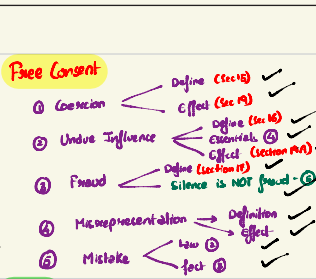
112 minutes

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

Contract Unit 3 & 6

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

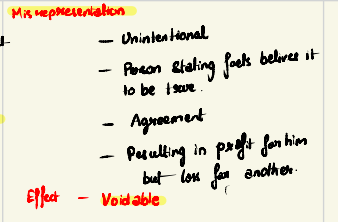
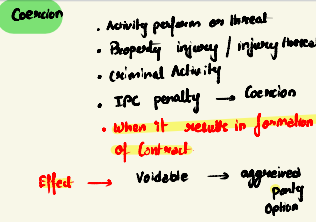
- ① Capacity (Section 11)**
- Define
 - ⑤ - Minors
 - ② - Unsound Mind
 - ③ - Persons Disqualified



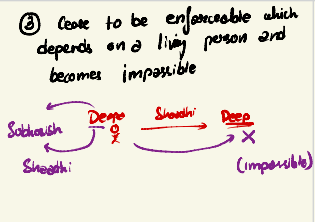
One Shot

Part 2

- Define - Who can Sign**
- Minor - Essential (15)**
- ① Void ab initio
 - ② No Ratification
 - ③ Minor can be beneficiary

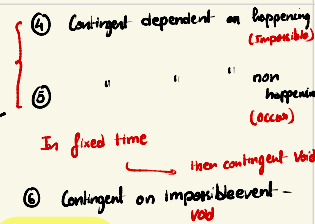
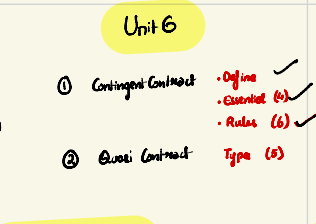
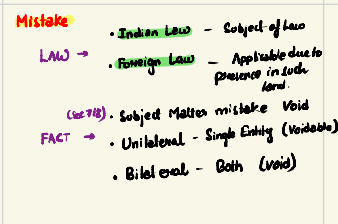
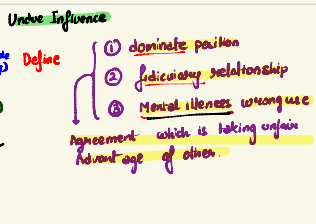


Unit 3 End



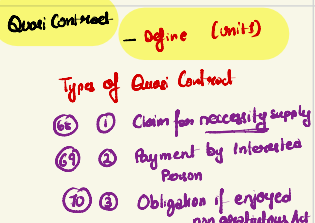
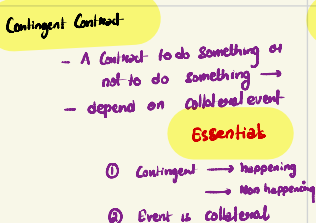
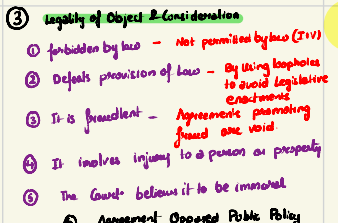
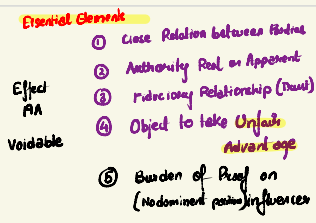
Unit 3

- ⑥ Minor can plead minority
- ⑦ Liabilities for Necessaries (Sole Recover)
- ⑧ Contract by Guardian (Not for reasonable purpose)
- ⑨ No Specific Performance (No force against minor)
- ⑩ No Intra Vires
- ⑪ Profits - Benefit -> Agreed
- ⑫ Parents NOT liable for Minor
- ⑬ Joint Adult & Minor (Crime)



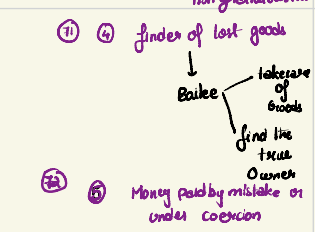
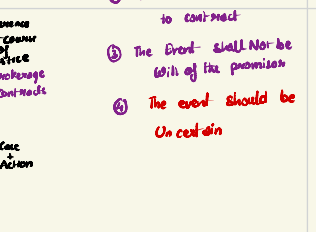
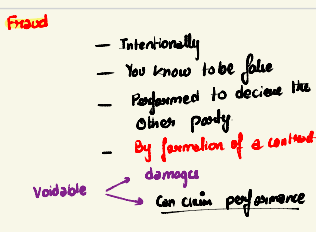
Unit 3

- ⑭ Surety for Minor
 - ⑮ Minor as Shareholder - NO
 - ⑯ Liability for torts
- Unsound Mind**
- ⑰ Temporary (Unsound Lunatic)
 - ⑱ Dura Mend
 - ⑲ Intoxicated (drugs)



Unit 6

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



Over

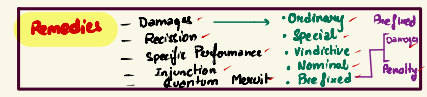
Unit 4

- 1 Who is liable for Performance?
 - 37 - obligation
 - 38 - Refusal (A)
 - 39 - Refusal (Not Accept)
 - 40 (A) - no Performance
- 2 Liability of Joint Promisor
 - 41 - Division of liability
 - 42 - Anyone is compelled
 - 44 - Release one Promisor
- 3 Time & Place of Performance [46-50]
 - 46 - Time X No need to Apply Before Performance X
 - 47 - Time ✓ Place ✓ No need to Apply X
 - 48 - Apply Before Performance ✓
 - 49 - Place X Apply Before Performance ✓
 - 50 - Manner ✓ (to work)
- 4 Reciprocal Promise [51-53]
 - 51 - Simultaneous Performance (Last-Goal)
 - 52 - Order of Performance
 - 53 - Prevention of Performance
- 5 Appropriation of Payment
 - 54 - Unconditional
 - 55 - Proper place + proper time
 - 56 - often is deliver something
 - 57 - Promisee should be given opportunity to verify
- 6 Contracts Not to Perform
 - 58 - Reciprocal to do something
 - 59 - Alternative Promise
- 7 Discharge of Contract
 - 60 - Discharge by lapse of time
 - 61 - By Operation of law
 - 62 - By Remission
 - 63 - By absence of Reasonable facilities
 - 64 - Merger of rights

Contract Unit 4 & 5

Unit 5

- 1 Types of Breach
- 2 Remedies of Breach
 - 3
 - 4
 - 5
 - 6



Unit 4

- 1 Who is liable for Performance?
 - 37 - Both Promisor & Promisee shall perform the contract unless the contract is discharge
- 2 Liability of Joint Promisor
 - 41 - Actual Performance
 - 42 - Attempted Performance
- 3 Time & Place of Performance?
 - 46 - Time X No need to Apply Before Performance X
 - 47 - Time ✓ Place ✓ No need to Apply X
 - 48 - Apply Before Performance ✓
 - 49 - Place X Apply Before Performance ✓
 - 50 - Manner ✓ (to work)
- 4 Reciprocal Promise
 - 51 - Simultaneous Performance (Last-Goal)
 - 52 - Order of Performance
 - 53 - Prevention of Performance
- 5 Appropriation of Payment
 - 54 - Unconditional
 - 55 - Proper place + proper time
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- 6 Contracts Not to Perform
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- 7 Discharge of Contract
 - 60 - Discharge by lapse of time
 - 61 - By Operation of law
 - 62 - By Remission
 - 63 - By absence of Reasonable facilities
 - 64 - Merger of rights

- 8 Time & Place of Performance?
 - 46 - Time X No need to Apply Before Performance X
 - 47 - Time ✓ Place ✓ No need to Apply X
 - 48 - Apply Before Performance ✓
 - 49 - Place X Apply Before Performance ✓
 - 50 - Manner ✓ (to work)
- 9 Reciprocal Promise
 - 51 - Simultaneous Performance (Last-Goal)
 - 52 - Order of Performance
 - 53 - Prevention of Performance
- 10 Appropriation of Payment
 - 54 - Unconditional
 - 55 - Proper place + proper time
 - 56 - often is deliver something
 - 57 - Promisee should be given opportunity to verify
- 11 Contracts Need NOT be Performed
 - 58 - Reciprocal to do something
 - 59 - Alternative Promise
- 12 Discharge of Contract
 - 60 - Discharge by lapse of time
 - 61 - By Operation of law
 - 62 - By Remission
 - 63 - By absence of Reasonable facilities
 - 64 - Merger of rights

- 13 Discharge of Contract
 - 60 - Discharge by lapse of time
 - 61 - By Operation of law
 - 62 - By Remission
 - 63 - By absence of Reasonable facilities
 - 64 - Merger of rights
- 14 Remedies of Breach
 - 65 - Ordinary damages
 - 66 - Special damages
 - 67 - Exemplary damages
 - 68 - Nominal damages
 - 69 - Damages for deterioration

- 15 Remedies of Breach
 - 65 - Ordinary damages
 - 66 - Special damages
 - 67 - Exemplary damages
 - 68 - Nominal damages
 - 69 - Damages for deterioration
- 16 Remedies of Breach
 - 65 - Ordinary damages
 - 66 - Special damages
 - 67 - Exemplary damages
 - 68 - Nominal damages
 - 69 - Damages for deterioration

- 17 Remedies of Breach
 - 65 - Ordinary damages
 - 66 - Special damages
 - 67 - Exemplary damages
 - 68 - Nominal damages
 - 69 - Damages for deterioration
- 18 Remedies of Breach
 - 65 - Ordinary damages
 - 66 - Special damages
 - 67 - Exemplary damages
 - 68 - Nominal damages
 - 69 - Damages for deterioration

- 19 Remedies of Breach
 - 65 - Ordinary damages
 - 66 - Special damages
 - 67 - Exemplary damages
 - 68 - Nominal damages
 - 69 - Damages for deterioration
- 20 Remedies of Breach
 - 65 - Ordinary damages
 - 66 - Special damages
 - 67 - Exemplary damages
 - 68 - Nominal damages
 - 69 - Damages for deterioration

- 21 Remedies of Breach
 - 65 - Ordinary damages
 - 66 - Special damages
 - 67 - Exemplary damages
 - 68 - Nominal damages
 - 69 - Damages for deterioration
- 22 Remedies of Breach
 - 65 - Ordinary damages
 - 66 - Special damages
 - 67 - Exemplary damages
 - 68 - Nominal damages
 - 69 - Damages for deterioration

Contract

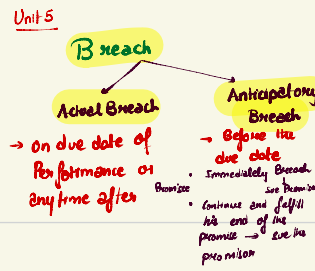
Act

Ends

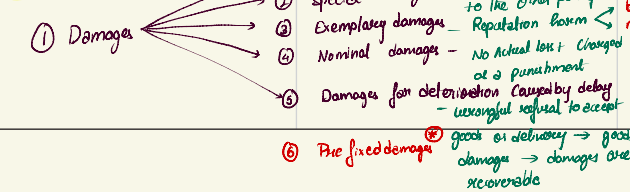
All 6 Units

Over.

Unit 4 Over



Remedies



banker cheque dishonour message promise -> refuse

