

2017

Week 03 (020-345)

20

Friday
January

DECEMBER-16

JANUARY

S	M	T	W	T	F	S	S	M	T	W	T	F	S
4	5	6	7	8	9	10	1	2	3	4	5	6	7
11	12	13	14	15	16	17	15	16	17	18	19	20	21
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2(a) :- When one person signifies to another
 Proposal (a) his willingness to do or to abstain from
 doing anything.
 (b) with a view to obtaining the assent of
 that other person to such act or abstinence.
 He is said to make a proposal.

2(a) = offer + willingness + Expts → Agree

e.g.

JIO

+ willingness + Expts (Airtel will agree)

To do

I will start business
 North India
 till Maharashtra

Abstain from doing

I will not start business
 in South India

Notes

Appointments

Phone

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Week 03 (021-344)

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2(c) :- $\Rightarrow$ When the person to whom the proposal is made signifies his assent thereto, the proposal is said to be accepted.
 $\Rightarrow$ A proposal when accepted, becomes a Promise.

2(c) = Offerer + Offeree $\rightarrow$ Consent - Agree
Proposed Promisee
Promisor

↓

To do something by Promisor

↓

Abstain from doing by Promisee.

2(c)
Promisor $\Rightarrow$ The person making the proposal is called the "promisor".
Promisee $\Rightarrow$ The person accepting the proposal is called the "promisee".

Sunday 22

2(d) Consideration:-

An act or abstain offered by a promisor is accepted by promisee to perform such a act or abstain or vice versa it is called as consideration.

Notes

Appointments

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Week 04 (023-342)

DECEMBER-16

JANUARY

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Monday
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2 (c):- Every promise ~~and~~ ^{and} set of every promises, Agreement forming the consideration for each other is an agreement.

2 (c) Agreement = (offer + acceptance) + (offer + acceptance) + ^{And} soon
 Promise 1 + Promise 2

Consideration to each other

* Note

→ When an agreement can only be one promise? where the offer and acceptance of such a promise is enough in itself to form consideration for each other then it can be agreement.

→ When set of promises becomes an agreement? when offer and acceptance of one promise is not enough to form consideration for each other and required further offer and acceptance for required no. of time then those set of promises forming complete consideration for each other are called as an agreement.

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January

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2ch)

Contract:-

An Agreement Enforceable by Law is Contract

Enforceable by Law (Agreement)

= Legal [Promise 1 + promise 2 + And so on]

(Legal)

Object

(motive)

It is illegal

No agreement

Process

(Assumed)

Consideration

(Legal)

Ganja

possible

2ch) = [(Offer 1 + Acceptance) + (Offer 2 + Acceptance 2) + And so on] + Legal (Object + consideration) + possibility of performance.

2(j)

Void Contract:- A contract which ceases to be enforceable by Law becomes void when it ceases to be enforceable.

2(j) = Not enforceable by law

Void

⇒ If you want to conduct such contract by filing a petition.

⇒ If you want to force such a contract by application to court

Enter the contract

(Impossible)

(Social agreement)

Can't be enforced

2017

Week 04 (025-340)

DECEMBER-16

JANUARY

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Wednesday
January

Essentials of Contract

→ Basis necessarily required to create a Contract

(I) minimum two parties - Customary

→ A contract can't be executed with himself

→ It requires minimum two parties either natural or artificial.

→ Such a two must be competent to contract

→ In the case of state of Gujarat and

an Ramlal's company the assets of a firm divided in the partners after dissolution this is not a valid sale as there are no two parties.

(II) Party must create legal Relation: Customary
(Consensus ad Idem)

→ There should be meeting of minds between the parties and they shall agree on one single point to create a contract

+ [Consensus] → Both the parties have intention to create a legal Relation with each other.

→ The Relation must be legal and not social
(Balfour vs Balfour)

→ e.g. - Wife asks for gift and maintenance from the husband. Husband promise to pay. Wife can not recover the same as it is social relation.

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Week 04 (026-339)

2017

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January

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(III) Other formalities :- (customary)

→ The contract must be written or it can be spoken.

→ There is no legal difference between ^{written} legal and spoken contract.

→ But for the interest of the parties and to make a contract legally enforceable it must be in the writing.

(iv) Certainty of meaning:-

→ The meaning of the contract should be absolute and not Arg. (Vague) → Not understandable.

→ The terms and conditions of a contract shall be clear and agreed by both the parties

(v) Possibility of performance:-

→ Impossible contracts are void ab initio they can't be enforceable by court by law.

→ All the ~~cont~~ terms of contract capable of performance.

→ If any term is incapable and separable from original contract then such a term will be invalid.

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Week 04 (027-338)

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DECEMBER-16

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Q. What do you mean by An Agreement and contract and what is difference between them.

Heading	Agreement	Contract
Meaning	Every promise and Every set of promises forming consideration to each other is an agreement.	An agreement which enforceable by law is contract.
Scope	Every agreement is ^{not a} Contract	But every contract is an agreement.
Legal obligation	Agreement may or may not create a legal obligation.	Contract always creates a legal obligations.
Nature	Agreement can be legal or illegal, Possible / impossible, certain / uncertain.	Contract can only be possible and legal & certain
e.g	To sell drugs (illegal)	To sell medicine (legal)

Note

→ All the other essentials of contract and agreement are discussed ~~contract~~ as above.

→ The defined essentials as per sec.(10) are divided into no. of chapters which we will be learning here forth.

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Week 05 (032-333)

01

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February

Offer

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FEBRUARY

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Rules of the offer

→ Person making the offer is called as the promisor or offerer and the one accepting is promisee or the offeree.

→ The person making the offer should explain his willingness to do or not to do something.

→ The willingness should be soon with the intention of obtaining assent of another person.

→ The offer can be positive or negative i.e. doing or abstain from doing something.

Kinds of offer(1) General offer:-

An offer given by offerer which can be accepted by any person without any restriction of any type is called as General offer.

e.g. → Mannon Sale, Summer Sale.

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February

02

(2) Special offer:-

An offer given by offerer to specific person or group of persons which can be accepted only by such a persons is a special offer.

e.g → offer on birthdays

(3) Expressed offer:-

An offer which is expressed by offer either orally or in writing is expressed offer. where the terms of the offer ^{are} expressed in details and manner of acceptance also.

e.g → property agreements

(4) Implied offer:-

An offer which is never expressed but situation ~~also~~ supports it's acceptance is implied offer. There is no detailing or discussion or such a offer it can only be accepted by an act.

e.g → Local Transport Bus, Boarding in Hotel & Restaurant.

(5) Counter offer:-

When the offeree gives qualified acceptance of the offer subject to few modifications and variations of the original offer is called as counter offer. Counter offer rejects the original offer it is also called as conditional acceptance.

e.g → Negotiation in vegetable market etc

2017

Week 05 (034-331)

03

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* (6) Cross offer:-

→ when two or more offerers exchanges the identical offer with each other by ignoring each others offer is a cross offer. It does not leads to any agreement or the contract. It just two offer arises and falls down without acceptance.

e.g. → A makes an offer to B through e-mail to sell his car ₹ 80 lakh at the same time B posted an offer without knowing the email to purchase A's car at ₹ 2 lakh.

(7) Standing offer:-

The offer which is open and valid for acceptance for specific period or upto a certain day or date is a standing offer.

e.g. → offer valid for entire valid for Birthday month, Diwali sale, etc.

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Essentials of Valid Offer:-

(1) It must be capable of creating legal relation:-

To create a legal relation means to comply with all following requirements

(a) There should be legal object and legal consideration.

(b) It should be ^{not} social agreement. (c) It should be possible to perform. Contravention or commission any of the above will not make a contract enforceable in the court of law.

(2) The offer must be certain, definite and not vague:-

The terms of the offer should be very absolute which means it should be in detail regarding terms of the contract. There is no exhaustive list of the same it can change contract to contract.

(3) Offer should be communicated to offeree:-

The offer should be complete and it must be delivered to the offeree. unless offer is communicated offeree can't give acceptance. and an offeree acting without offer can't claim benefits of offer after words / letters.

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Bhagwandel
vs
Giridharilal

Another case of
Week 06 (040-325)

2017

Thursday
February

09

Lalman sukia

(1) The offer must be

communication

v/s

communicated with offeree

of offer,

Grewal Dutt

(2) The person acting without

acting with

knowing offer cannot claim

out offer

benefits of it.

(4) Offer must be made with the view of obtaining the assent of the other party:-

(a) The shall not be a mere disclosure of the information.

(b) It should have persuasiveness to accept the offer for the offeree.

(c) Mere disclosing a trail for a contract without intension to create a contract is not a valid offer.

(5) Offer may be conditional:-

The offer can be without any condition also but if it is with the condition it can be inherent condition and expressed condition.

for eg → Time required for the delivery of the goods which are custom made is inherent condition however a care should be delivered ~~it~~ with specific accessories is expressed condition.

2017

Week 06 (041-324)

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does
(6) The non-compliance of condition is not amounts to acceptance.

Of condition which is impossible to perform or difficult to perform are negligible to perform, non-compliance of such a condition can't create any obligation of offere.

with previous for now all

11 Elthouse
vs Bidley

(1) condition non-compliance of which does not amounts to acceptance is invalid.

condition for offere and acceptance.

(2) ~~and~~ offer with such a condition itself is also invalid

(3) silent does not amount to acceptance.

must be whole st.

(7) The offer may be either specific or General:
Refer specific and General offer.

(8) offer may be expressed or implied.
Refer types of offer.

(9) offer and invitation to offer!

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Week 06 (042-323)

2017

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Pharmaceutical Society of
Greece v Boots v/s
Boots Cash Chemist Ltd.

(1) The only info. about
Price (min/max), size,
quality of product is
not offer.

{ Sale of
medicine,
ITO

(2) The price tag having
above info. is invitation to
offer.

(3) Price tag can't be enforced
as offer and it can be
denied sale also.

Harvey v
Face

(1) communication of min. price of
property is not an offer.

min
Price

(2) It is just an information

(3) mentioning min/max price to
attract clients is invitation to
offer.

Sunday 12

Mae Pherson
v/s Appanna

(1) Advertisement for auction of goods or
other thing is just invitation to offer.

Haris v/s

Nickerson

(2) person acting on such a invitation is
not eligible for any compensation in case
auction gets cancelled

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2017

Week 07 (044-321)

Price is not a offer

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10) A statement for a price or a disclosure of a price is not an offer.

9 What is Invitation to offer:

10 Heading	Offer	Invitation
11 meaning	When offerer signifies his do or to abstain to do anything with the intention of getting assent to such an act or abstain is called as offer.	Where one party expresses or expects the other party should express their willingness to specific act or abstain is called invitation.
12		
1 Negotiation	An offer added with a condition becomes a counter offer or negotiation.	A Negotiation or counter offer is not considered as invitation neither offer.
2 Intention of the parties	A person giving a offer wants to perform a promise or agreement	A person giving invitation want to receive a better offer for the purpose of the acceptance.
3		
4		
5		
6		
7 Sequence	An invitation once accepted becomes offer which means offer comes after invitation.	Acceptance of the invitation generated the offer so invitation is comes before offer.
8		

Appointments

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Acceptance

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Week 07 (045-320)

2017

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offer is a train of Gun powder and acceptance is a matchstick :-

→ Like when the gun powder is triggered by matchstick it can not be undone same when a offer is accepted the offer cannot be undone or revoked.

→ The acceptance converts the offer into promise. once it is a promise it becomes too let to Revoke.

→ The offer with itself cannot create a legal relation but once accepted it becomes can be enforceable legal relation.

Rules of valid acceptance :-

(1) Acceptance can be given only by person to whom the offer is made:-

(a) The acceptance can be given only even offer is made such a person.

(b) The person to whom offer is not made even if he comes to know about the offer he cannot accept for the same.

Boulton v Jones

(1) The offer can be accepted only by the person to whom the offer is made.

Lethere
Purchaser

Powell v Lee

(2) Other person aware about the offer but still can not accept the same.

(3) If of business does not mean if of offer.

The General offer can be accepted by any person.

2017

Week 07 (06-19)

15

Wednesday
February

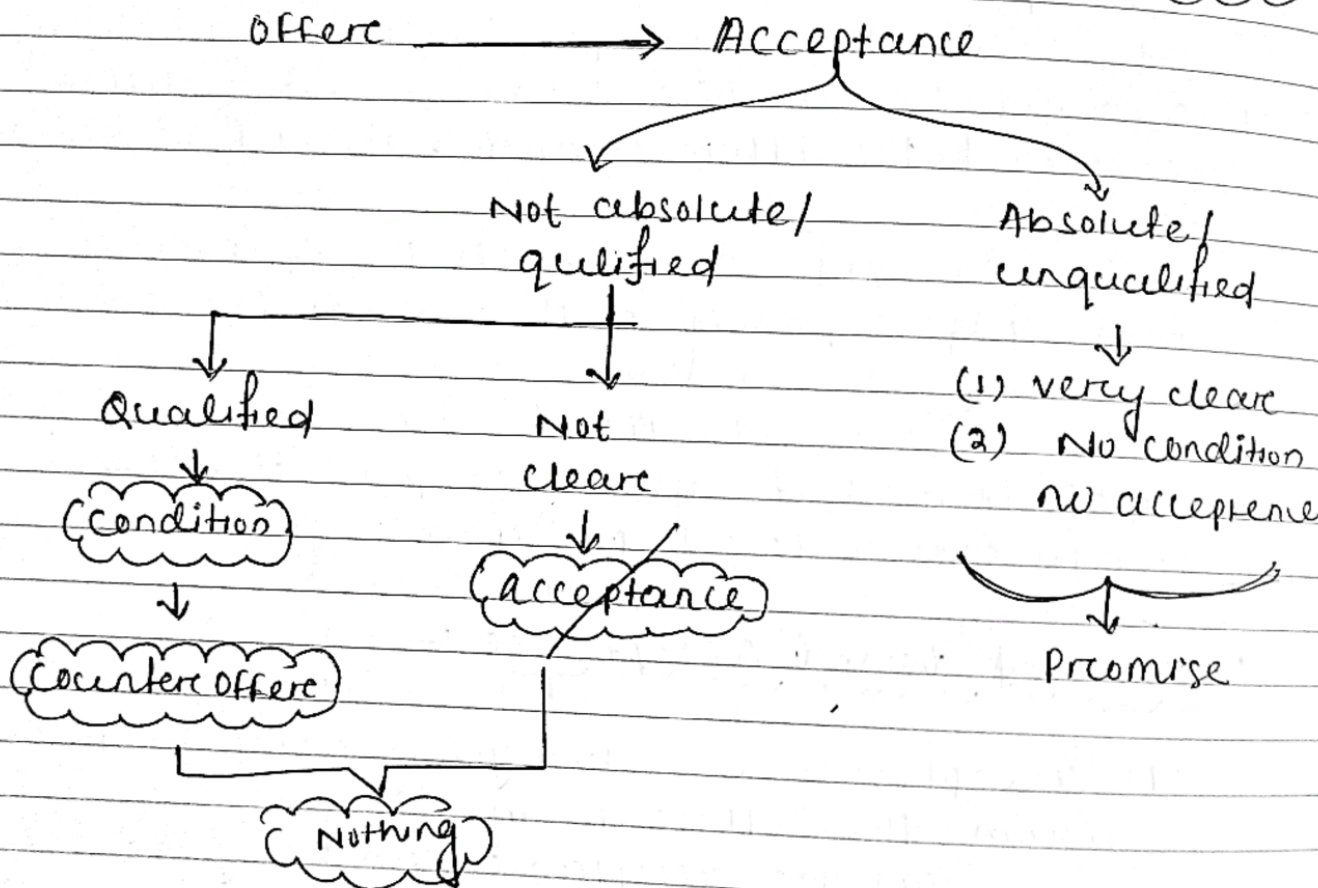
JANUARY

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(3) Acceptance must be absolute and unqualified



Neale vs
Merrett

① The consideration to be paid in installment instead of lumpsum payment as per original offer is a counter offer.

Installment
system

② Putting any condition to way or type of payment becomes a counter offer.

Notes
Union of India
vs
Bahulal AIR

Appointments

Phone

Thursday
February

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(3) The Acceptance must be communicated:

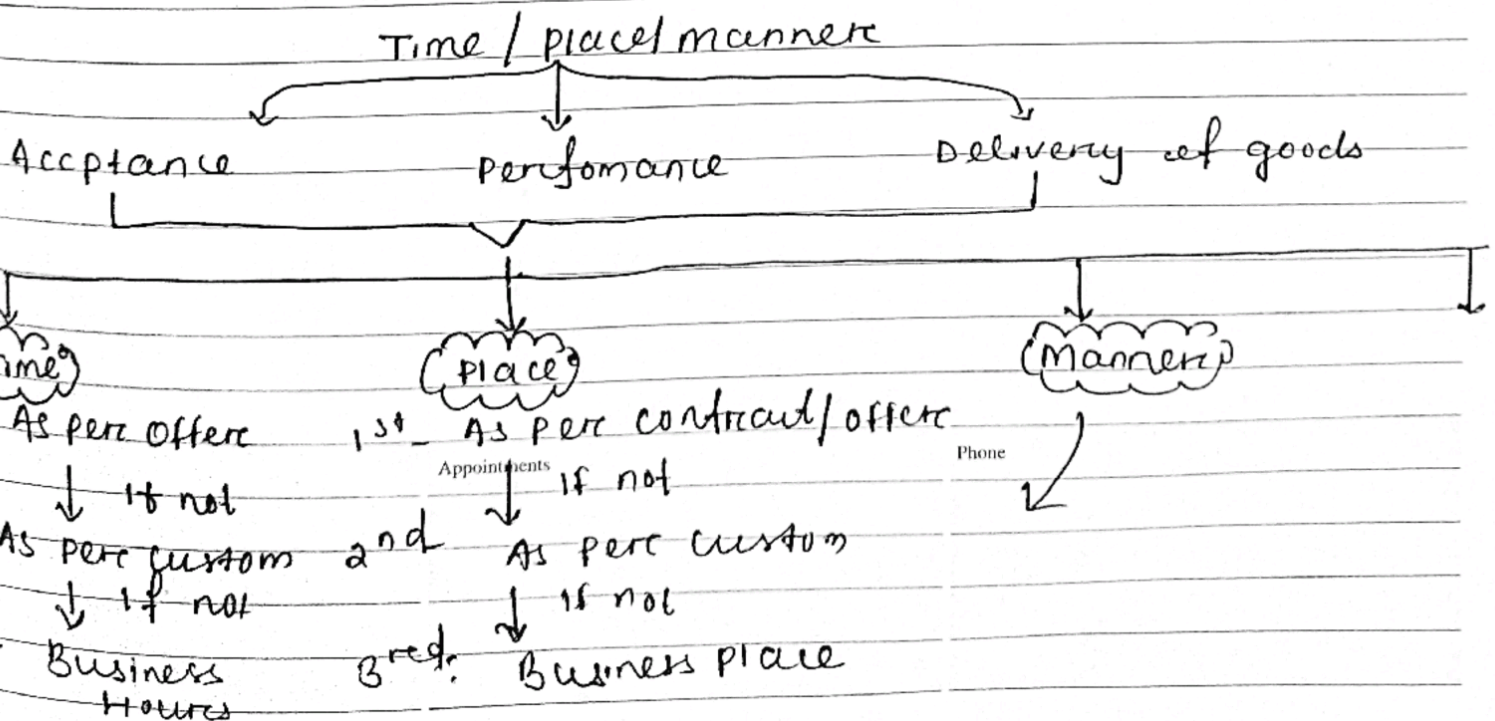
- To become a promise acceptance should reach the offerer
- When the proposal is accepted it is a duty of offerer that he should ensure the communication has been complete
- The acceptance should be only for offer made and it should be in the way which is required to be communicated.

Bridgen v/s
Metropolitan
Railway Co.

- ① The acceptance given shall be communicated to offerer to become a promise.
- ② Acceptance made but not communicated does not have any legal effect.

(contract in drawer)

(4) Acceptance should be in the prescribed manner and mode:-



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Week 07 (048-317)

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(5) mere silence does not amounts to acceptance:-

- The acceptance of the offer cannot be implied from the silence or failure to answer by the offeree made
- But if offer mentions so the silence turns into acceptance.
- If a person receives benefits of the offer without communicating the acceptance then the silence may amounts to acceptance

e.g.→

continuation of monthly subⁿ of News papers and taking benefit of the same as a offeree without giving any formal acceptance and remaining silent will be assumed to be an acceptance through silence.

Saturday
February

18

The communication and Revocation of offer and acceptance



Acceptance can be Revoked till Green Kabutar Pahunchta nah.

offer can be Revoked till green Kabutar pahunchta nah.

Sunday 19

- The offer is started = 11/06/25
 - The offer is complete = 14/06/25
 - The acceptance is started = 10/6/25
 - The acceptance is complete = 14/6/25
 - The offer can be revoked till = 10/6/25
 - The acceptance can be revoked till = 14/6/25
- If Acceptance and its revocation reach at the same, then whichever is communicated first will be valid.

Green Kabutar Pahunchta nah.

2017

Week 08 (051-314)

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Rules Regarding Communication:-

- (I) Communication can also be done by words, oral or written including letters, telegram and faxes, emails etc.
- (II) Communication can also be done without any words just an act such as Hand signs or exhibitions etc.
- (III) The omission to do anything can also amount to communication of acceptance.
For e.g. → offering money to witness for omitting to attend the court.
- (IV) In the case of Central Bank of India vs. Vengal Rao, it is decided that the unilateral communication that one side that is not complete communication. In this case Bank passed a resolution to sell the land of farmers is not communicated to the farmers hence further contract will be invalid.
- (V) In the case of Entores Ltd vs Miles Fare East Corporation, it is decided that acceptance can be given over electronic media such as telephone, fax, email etc. whose evidence can be proved.

Tuesday
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21

Condition Regarding Offere and its communicationMukul datta
vs Indian AirlinesLily white vs
mannuswamyElly vs
malborough
Coast Ltd

- ① The condition displayed on the ticket of the passenger even the in the small letters are condition displayed on displayed can displayed board even the not carried fore by passenger are still be applicable to the passenger
- ② Only if such a conditions are displayed before contract or at the time of contract.
- ③ Such a condition should be reasonable and in case it is unreasonable the it will not be applicable. ~~otherwise~~

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Week 08 (053-312)

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Communication of Performance:-

- (i) The communication of the proposal is complete when it comes to the knowledge of the offeree.
- (ii) But communication of the acceptance will be complete as follows.
 - (a) For the offeror when acceptance reaches the offeror.
 - (b) For the offeree when he post such a acceptance.

Revocation of offer and Acceptance other ways:-
(cases)

Revocation of offer:

- Normal revocation is by giving notice of revocation.
- Revocation can also be lapse of time

(Ramsgate Victoria Hotel Co. v/s Montefiore)

Allotment of the shares 6 months after the application of securities is not a valid as it is after reasonable time. The offer is already lapse way before allotment of securities

APRIL

S	M	T	W	T	F	S
30	3	4	5	6	7	8
2	10	11	12	13	14	15
9	17	18	19	20	21	22
16	24	25	26	27	28	29
23						

Thursday
February

23

→ By non fulfillment of the condition of the offer, the offer can lapse. If the offerer insert few conditions which are basic part of the offer then offer can not be accepted unless such a conditions are fulfilled.

for e.g - Mr 'A' promise to sell his house to Mr 'B' for 1 crore but only if Mr 'B' leaves it back to Mr 'A' for next 5 five years. If B refuse to leave the house the contract of sale will not work.

→ The offer can be lapsed by death or insanity of the offerer

→ Revocation can also be done by (a) Counter offer.

(b) subsequent illegality.

(c) by impossibility of performance

for e.g → Satyajit gives a offer to Biswajit to give a house but offer some time the house will be dead in this case the offer will be revoked.