

UNIT-6 CONTINGENT AND QUASI CONTRACT

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CONTINGENT CONTRACT

Sec-31 Contract to do or not to do something, if some even, collateral to contract does or does not happen

example:- Contract of Insurance, Indemnity & Guarantee

* Collateral Event (Pollock & Mulla)

Event in which { Neither performance promised
Nor consideration for a promise

ESSENTIALS OF CONTINGENT CONTRACT

Performance

Not mere will of Promisor

• Depends on happening / Non happening of event

• Contingent event must exist

• Not ^{just} will of

Collateral Event

- Neither performance promised
- Non consideration

Promisor

Uncertain event

• Event certain

• Non contingent Contract

Rules Relating to enforcement [Sec 32-36]

Contracts depends On

Happening of Event

- Events happens: Valid
- Events impossible/doesn't happens → Void

Not happening of Event

- Event impossible/doesn't happens: Valid
- Event happens: Void

Specified Event within fixed time

- If not happens within fixed time: void

Specified not within fixed time

- Time fixed/expired or event not happens: Valid

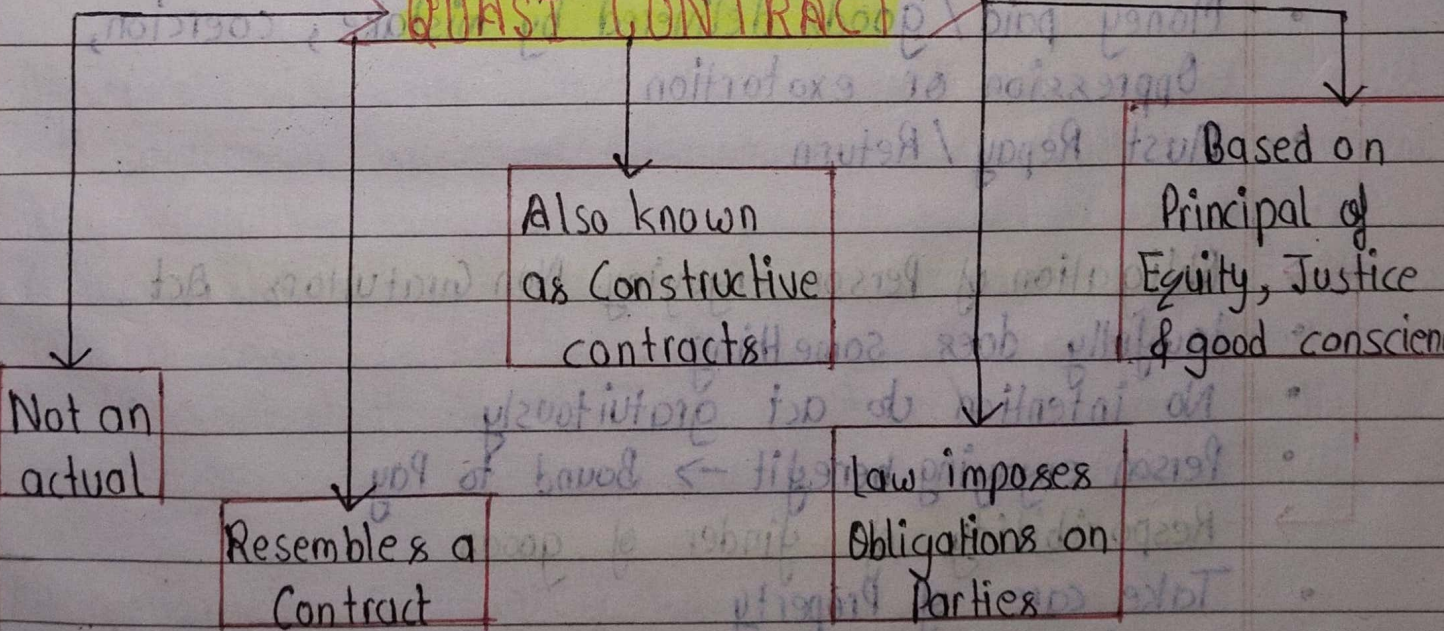
Not the Conduct of living Person

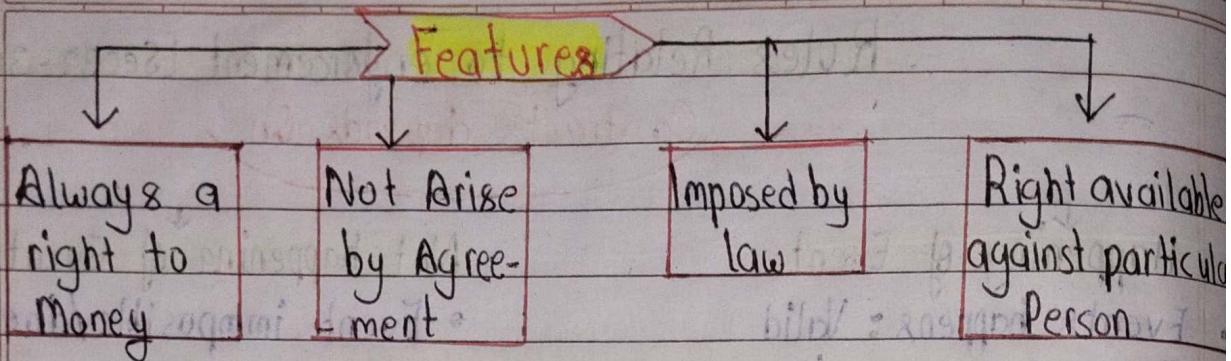
- If acts accordingly: Valid
- Otherwise: Void

Impossible Event

- Void
- whether impossibility known or not

QUASI CONTRACT





CASES DEEMED AS QUASI CONTRACT

- **Claim for necessities Supplied**
 - Necessaries supplied to incompetent person
 - Right to reimbursed from their property
- **Payment by interested Person**
 - Interested Person pays money
 - Which another is bound to pay
 - Entitled to be reimbursed
- **Money Paid by Mistake / Coercion**
 - Money paid / goods delivered by mistake, coercion, Oppression or extortion
 - Must Repay / Return
- **Obligation of Person enjoying Non Gratuitous Act**
 - lawfully does something
 - No intention to act gratuitously
 - Person enjoying benefit → Bound to Pay
- **Responsibility of finder of goods**
 - Take care of Property
 - No right to appropriate goods
 - Restore goods if owner found
 - Responsibility same as Bailee