UNIT→6 CONTINGENT AND QUASI CONTRACT

§ ## 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, Idemnity & Guarantee

* Collateral Event (Pollock & mulla)
  Event in which [Neither performanced promised
  Nor consideration for a promise

ESSENTIALS OF CONTINGENT CONTRACT

Performanced
↓
- Depends on happening/Non happening of event

Collateral Event
- Neither performance promised
- Non consideration

Not mere will of Promisor
↓
- Contingent event must exists
- Not just will of 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 immposible/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 ha~~ Conduct of living Person
- If acts accordingly : Valid
- Otherwise : Void

Impossible Event
- Void
- whether impossibility known or not

QUASI CONTRACT

- Not an actual
- Resembles a Contract
- Also known as Constructive contracts
- Law imposes Obligations on Parties
- Based on Principal of Equity, Justice & good conscien

Features

- Always a right to Money
- Not Arise by Agreement
- Imposed by law
- Right available against particular Person

CASES DEEMED AS QUASI CONTRACT

→ **Claim for necessaries 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 exotortion
- Must Repay / Return

→ **Obligation of Person enjoying Non Gratuitors Act**
- lawfully does something
- No intention to act gratuitously
- Person enjoying benefit → Bound to Pay

→ **Resposibility of finder of goods**
- Take care of Property
- No right to appropriate goods
- Restore goods if owner found
- Responsibility same as Bailee