

## YESHAS ACADEMY

### The Indian Contract Act, 1872

1. Balfour (vs) Balfour - Intention of Parties to create legal relations.
2. Carlill (vs) Carbolic Smoke Ball Co. - Communication of acceptance of General offer isn't mandatory  
- Fulfillment of condition implies
3. Lalman Shukla (vs) Gauri Dutt - An offer which is not communicated cannot be accepted
4. Boulton (vs) Jones - Only a person to whom the offer is made can accept it
5. Harvey (vs) Face - Offer is different from invitation to offer.
6. Brogden (vs) Metropolitan Railway Co. - Acceptance written & signed but not posted does not lead to a contract
7. Union of India (vs) Bahulal - A qualified Acceptance results into counter offer and not contract.

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8. Lily white (vs) Mannuswamy - Receipt containing special cash binds the parties for acts in good faith only & not for negligence
9. Durga Prasad (vs) Baldeo - Consideration must move only at the desire of promisor & not anyone else.
10. Chinnayya (vs) Ramayya - Consideration may move from promisee or any other person
11. Mohori Bibi (vs) Dharmodas Ghose - An agreement with a minor is VOID AB INITIO
12. Ward (vs) Hobbs - Mere silence is not fraud
13. Regier (vs) Campbell Stuart - Mere Silence is fraud in case of fiduciary relation  
Hazi Ahmed (vs) Abdul Gassi - mere silence is fraud in case of contracts of marriage
14. Hadley vs Baxendale - Special damages cannot be claimed when agreement silent

## YESHAS ACADEMY

15. Sales tax officer (vs) Kanhaiyalal - money paid by mistake or coercion can be recovered (Quasi Contract)

### The Sale of Goods Act, 1930

1. Priest vs. Last - When the buyer specifies his purpose & the goods are not fit for purpose, buyer can reject goods  
ie. Caveat emptor does not apply
2. Bombay Burma Trading Corp Ltd (vs) Aga Muhammad - When goods are capable of only 1 use, buyer need not specify his purpose
3. Mount D.F. Ltd (vs) Jay & Jay Co. Ltd. - The right of stoppage in transit is defeated when buyer pledges or transfers document of title in good faith for consideration

## YESHAS ACADEMY

### The Companies Act 2013

1. Macaura (vs) Northern Assurance Co. Ltd. — Company is the owner of company's property.  
∴ Shareholder has no insurable interest.
2. Salomon vs Salomon & Co. Ltd.  
Lee vs Lee Air Farming — } Separate legal existence of company from its members/management  
Bacha F. Guzdar (vs) CIT
3. Daimler (vs) Continental Tyre & Rubber Co. — Lifting of Corporate veil — Company assumes enemy nature  
(LOCV)
4. Juggilal (vs) CIT — Lifting of Corporate veil  
Evasion of tax
5. Workmen employed in Associated Rubber Ind. Bhavnagar (vs) ARIB — LOCV — Company formed to avoid welfare laws.
6. Gilford Motor Co. vs Horne — LOCV — G formed for unlawful purpose

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7. Ashbury Railway Carriage  
and Iron Company

(vs)

Riche

Acts of a company  
which are ultra vires  
the Memorandum are  
VOID- AB-INITIO

8. The Royal British Bank —

(vs)

Tuquand

Doctrine of indoor  
management

