

in the contract Act only on the basis of communication of the price. So, it is important to protect them as much as possible.

Case-2 Mr. Thala wanted to purchase Bat from Mr. Kohli. So he asked for the price to Mr. Kohli. Mr. Kohli communicated price of the Bat as ₹ 2 Lakhs. Mr. Thala sent a 2L check and demanded the Bat. Kohli refused to sell the Bat. Mr. Thala contended that Mr. Kohli has given him an offer by communicating the price so he is bound to sell the Bat at a given price. Whether contention Mr. Thala is right.

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Provision: [Offer vs Invitation vs information of Indian Contract Act, 1872]

- 1) The offer is different from invitation to offer and information given in offer.
- 2) Mere communication of the price to the person is not offer nor invitation, it is just the information.
- 3) Communication of min or max price or discounted price for attraction of the customer is just invitation of the offer.
- 4) The contract cannot be enforced on the basis of just communication of the price.

Explanation: In the given case:

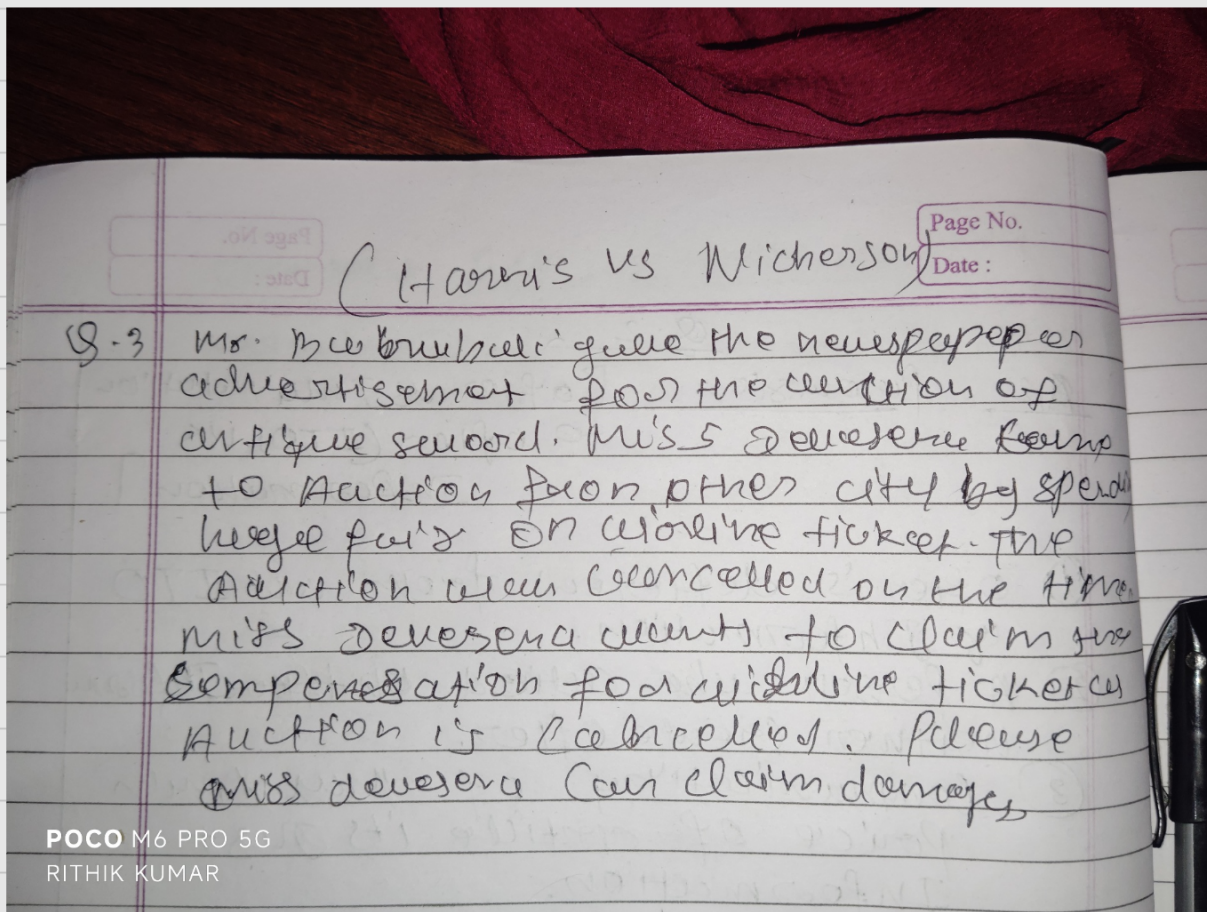
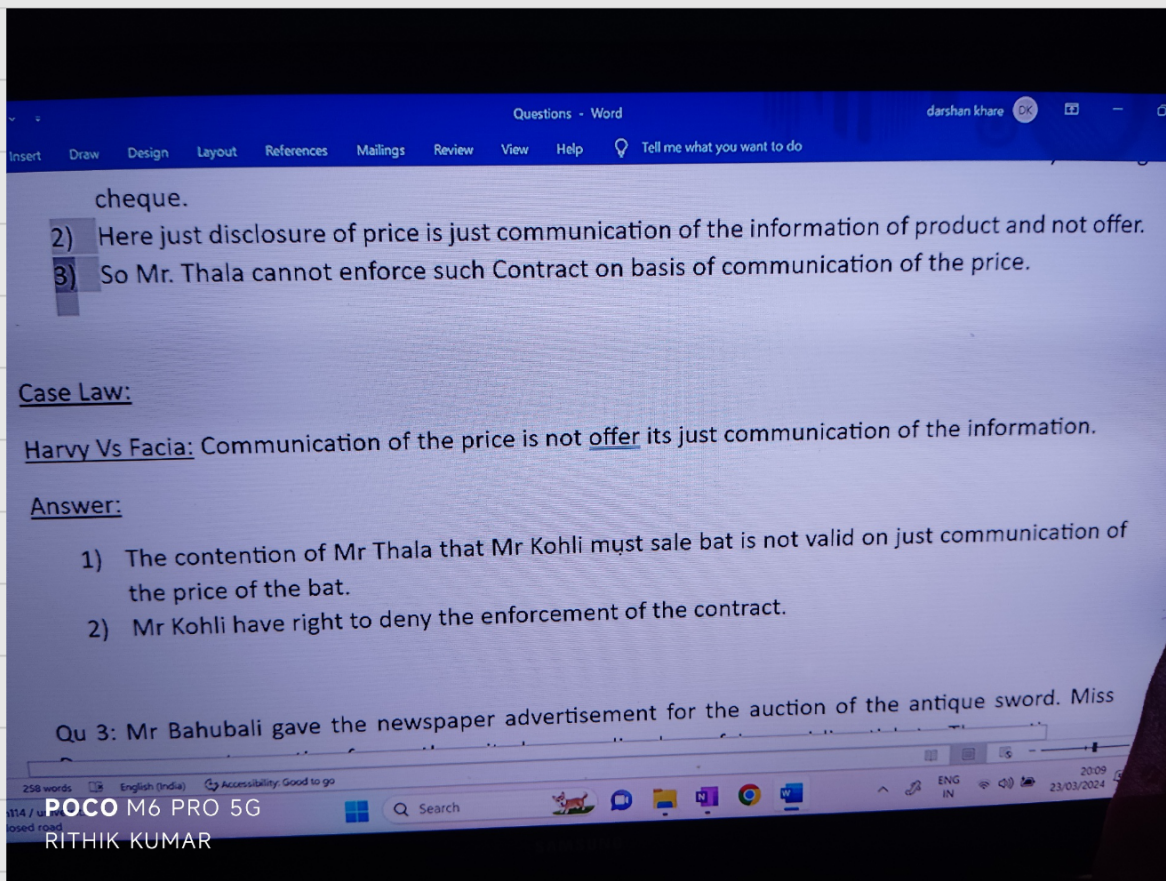
- 1) Mr. Thala asked price to Mr. Kohli for bat which Kohli communicated as Rs. 2 lakhs, which Mr. Thala took as offer and want to enforce contract on the basis of communication by sending cheque.
- 2) Here just disclosure of price is just communication of the information of product and not offer.
- 3) So Mr. Thala cannot enforce such Contract on basis of communication of the price.

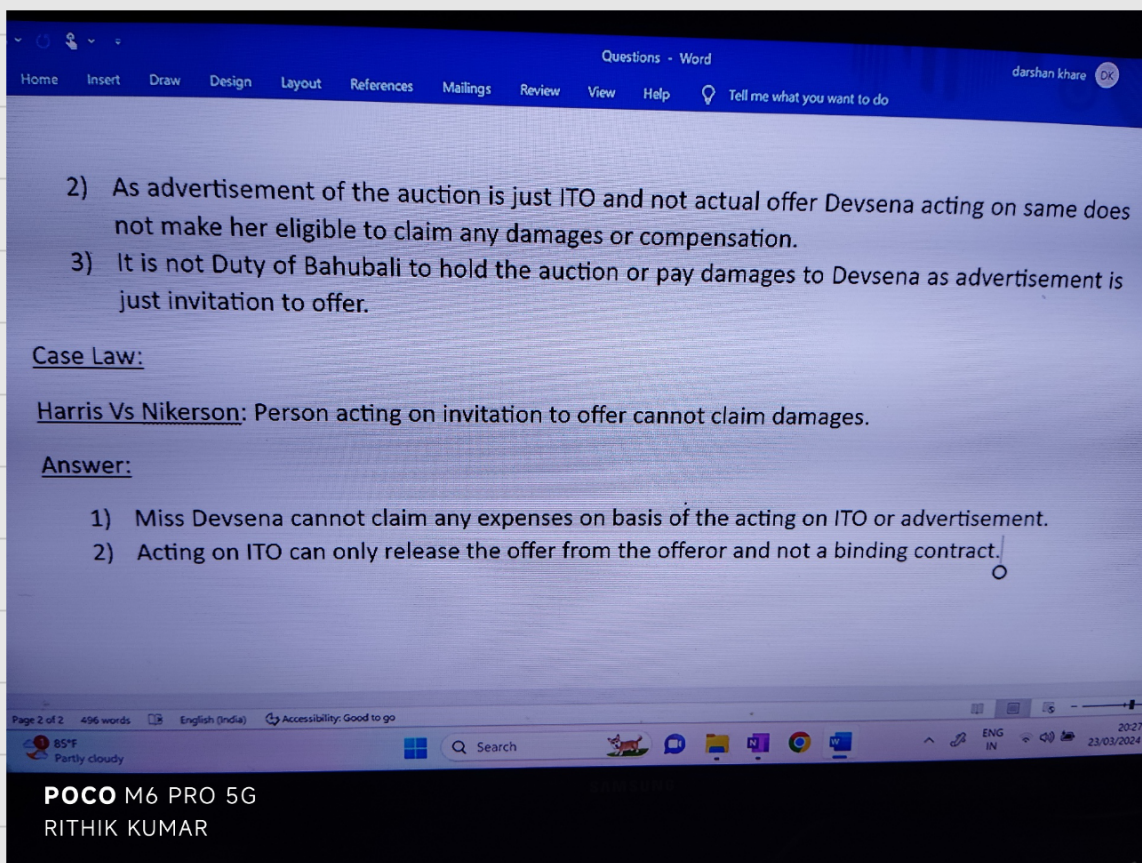
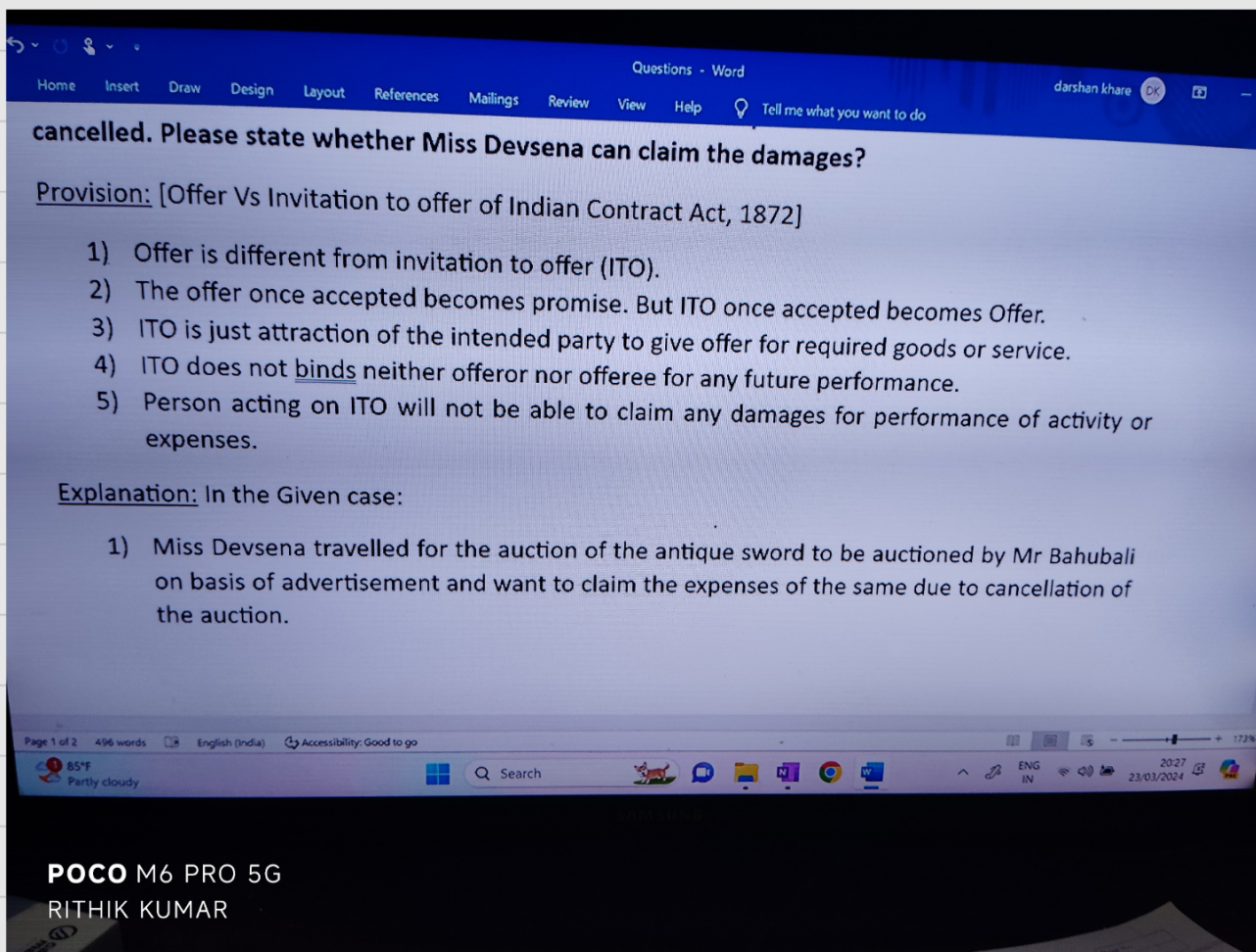
Case Law:

Harvy Vs Faria: Communication of the price is not offer its just communication of the information.

Answer:

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Chapter 5 The Indian Contract Act, 1872

5.3

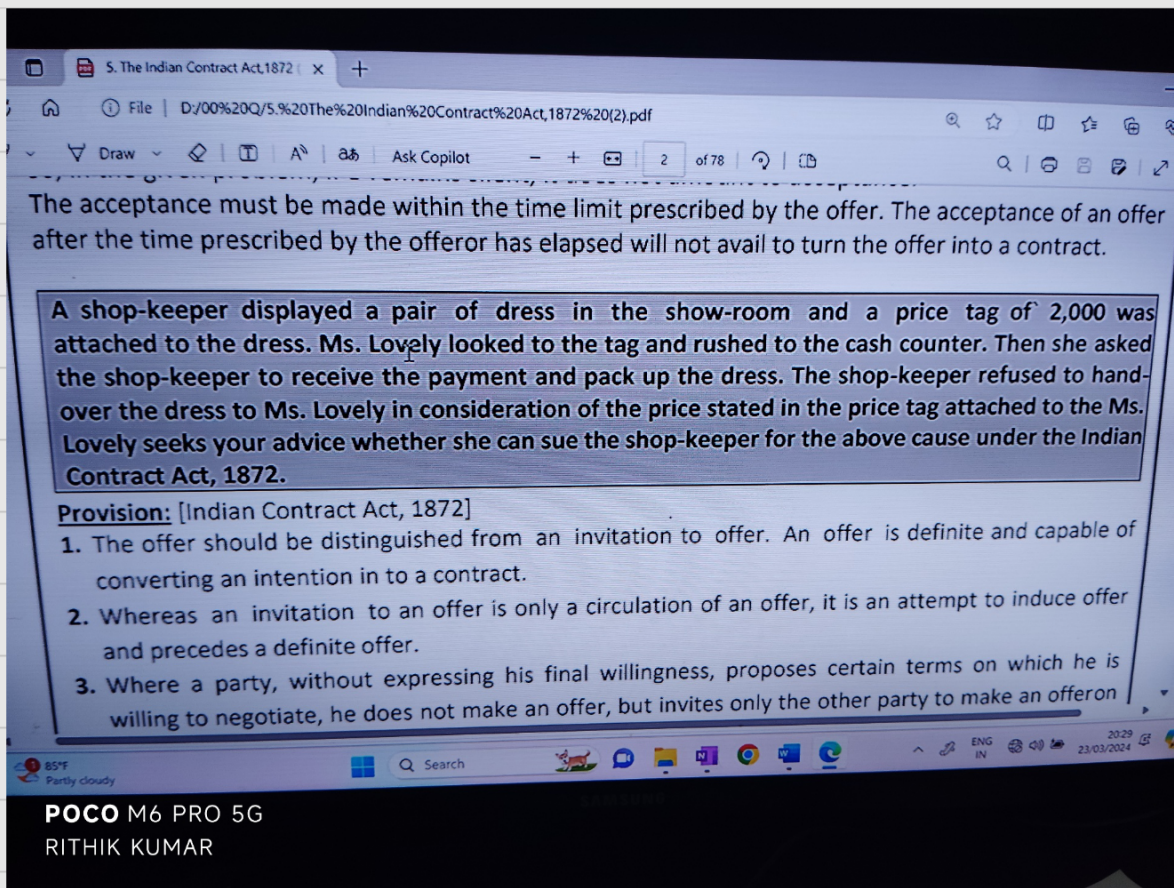
SM & MTP Apr 21: Shambhu Dayal started "self service" system in his shop. Smt. Prakash entered the shop, took a basket and after taking articles of her choice into the basket reached the cashier for payments. The cashier refuses to accept the price. Can Shambhu Dayal be compelled to sell the said articles to Smt. Prakash? Decide as per the provisions of the Indian Contract Act, 1872.

Provision: [The Indian Contract Act, 1872]

1. The offer should be distinguished from an invitation to offer. An offer is definite and capable of converting an intention into a contract.
2. Whereas an invitation to an offer is only a circulation of an offer, it is an attempt to induce offers and precedes a definite offer.
3. Where a party, without expressing his final willingness, proposes certain terms on which he is willing to negotiate, he does not make an offer, but invites only the other party to make an offer on those terms. This is the basic distinction between offer and invitation to offer.

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Provision:

