



AA ✓

Provision ✓

FOC } Analysis

conclusion ✓

## Ans 1

valid contract : valid contract means contract in which all Essential Elements are present

Void contract : A contract which is Enforceable by law becomes void when it ceases to be Enforceable

①. When both parties are under mistake of Fact then such contract is void

②. As per sec 27, Agreement in Restraint of Trade is void which means Every agreement in which a person is Restrainted from carrying out lawful trade & Business & profession is void.

In case of sale of goodwill, Restriction are valid only if Reasonable

In given case contract will be void

③. In case of supervening impossibility contract will be void.

In given case M & X agreement with Publish will be void only X died.

### Ans 2

Act Applicable: sec 7 of ICA 1872

Provision

①. Acceptance is valid only when it is absolute and unqualified and is also Express in some usual & reasonable manner unless proposal prescribes about any manner

②. If proposal prescribes manner then it must be accepted accordingly

### Ans 3

As per Indian contract act 1872,  
Acceptance to an offer cannot be implied  
by mere silence of the offeree even  
if it is expressed in offer

Offer should not contain a term  
non compliance of which would amount  
to acceptance.

The Acceptance must be made within  
time prescribed in offer. If Acceptance  
is made after time is prescribed  
in offer then it will not amount  
to valid acceptance

### Conclusion :

In this case if B do not Reply  
to A within a week it cannot be  
treated as valid acceptance.

If B Reply to A after one  
week [ time limit ] it will not

amount to valid Acceptance as offer lapses.

### Ans A

Act Applicable: Indian contract Act 1872

#### Provision

- ①. An ITO is different from offer, it is an act precedent to offer.
- ②. An acceptance of ITO does not amount to contract rather offer emerges from negotiations.
- ③. quotations, menu card & Advertisement are not offer rather ITO.
- ④. ITO merely invites other party to make offer.

Analysis :

In given case Rahul Reached shop and sees washing machine having Price of 15000 with 3000 discount. Rahul Forces shopkeeper to give machine at 15000 to which she Refused as discount was already Expired.

In this case we can conclude that since price tag is only ITO and not offer Rahul cannot Force her to sell machine at 15000.

## Ans 5

Act Applicable: sec 25 (1) of ICA 1872

Provision:

① A contract without consideration is void

② However there are certain Exception to this Rule

→ Agreement between Natural love and affection:

contract will be valid Even without consideration provided following conditions are satisfied

- a). Parties stand in Near Relationship
- b). contract should be Register under law
- c). contract must be in writing
- d). Parties must have made contract having Natural love & affection

Conclusion :

In given case contract between  
Raj & Ramon is valid and can  
be Enforced in court of law as  
it Falls under Exception of NO  
consideration NO contract.

Ans 6

Act Applicable : sec 25 (3) of ICA 1872

Provision

- ①. where there is an agreement made  
in writing and signed by debtor or  
by agent to pay wholly or in  
part a time barred debt an agreement  
shall be binding and Enforceable even  
though there is no consideration



conclusion:

In given case Mr Y gave loan to Mr G for 30 L to which G defaulted and debt become time barred

Mr G now agreed to settle amount.  
Mr G will be bound if he comply with above mentioned condition.

Ans 7

Act Applicable: Sec 2(a) of ICA 1872.

Provision

- ① consideration may proceed from promisor or any other person who, is not party to a contract.
- ②. Term "when at desire of the promisor, promisor or any other person does something" such act is consideration

③ case law: Chinnaya vs Rammaya

Fact of case:

5:49

Conclusion :

In given case, Ramco's contention is not valid. sawant can claim amount from her.