

★ SEC. 31 - Contingent Contract :-

★ A contract to do or not to do something
★ is dependent on some event which is collat-
★ -eral to the contract which may happen or
may not happen. Eg :- Insurance, guarantee etc.

What is a collateral event ?

An event which is neither related to the promise of the contract nor to the consideration of the contract.

★ Essentials of a contingent contract :-

★ (1) This contract depends on happening or non happening of an event / condition

★ (2) Event should be collateral by nature, means it should not be a part of contract. It is neither promise nor considⁿ of the cont.

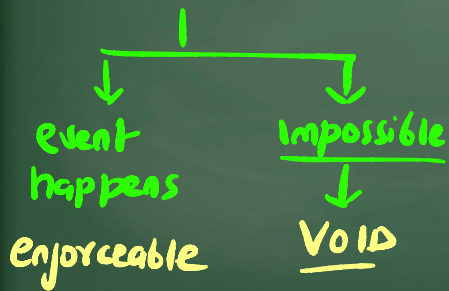
★ (3) It should not be at Mere will of the par

★ (4) The event must be uncertain. means not bound to happen or not certain

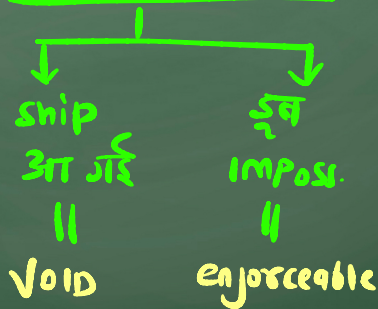
★ Enforceability Rules :- SEC 32 to 36 :-

★ [32] = on event happening

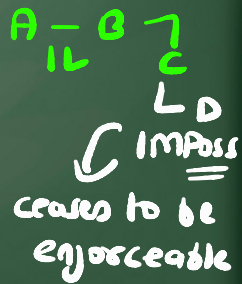
★ Ship  अति उत्तम



[33] = on not happening of an event



[34] depend on person's conduct

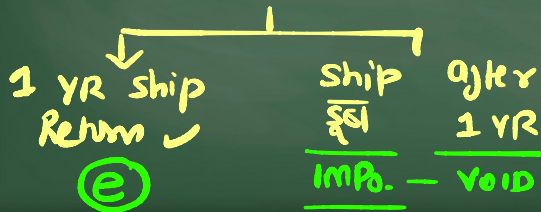


★ 35 = Time & Angle $\frac{1}{2}$

★ (A) ——— (B)
Ship

★ 1 YEAR Return
I will pay = 100,000

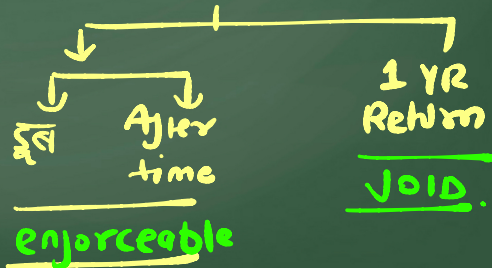
happening of an event
in fixed time



36 = Impossible = Void

non-happening of an event
in fixed time

Ship 1 YR Return of ₹ 100,000
if I pay 100,000



CASES DEEMED AS QUASI CONTRACT

Section	Section	Description	Examples
<div>deemed</div> <div>✓</div> <div>68</div>	<div>QC</div> <div>Claim for necessities supplied to persons incapable of contracting</div> <div>MINOR</div>	If someone incapable of contracting (like a <u>minor or lunatic</u>) is provided with <u>necessaries</u> suited to their life, the <u>supplier</u> can claim <u>reimbursement</u> from the incapable person's <u>property</u> .	A supplies necessities to B, a lunatic or minor. A is entitled to be reimbursed from B's property.
69	<div>★</div> <div>Payment by an interested person</div> <div>✓</div>	A person who is interested in paying off a debt that another person is legally bound to pay is entitled to be reimbursed by that person.	<ul style="list-style-type: none"> Bound by law Legal ✓ To protect the other party Non-gratuitous



Gov

₹ ₹ ₹
 ←
 Property tax
 250,000

A ✓

On lease

भिराष्ट १२
 Lease १२



राकत

B

Owner zamindar

⇒ Guarantee
 शुल्क
 ✓
 X

70	Obligation of a person enjoying benefits of a non-gratuitous act	When a person lawfully does something for another without intending it to be a free service, and the other person benefits, the beneficiary must pay compensation or return the thing.	$60,000 \times 6 = 360,000$ A leaves goods at B's house by mistake. B uses the goods as his own. B must pay A for them.
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Section	Case Law	Key Points	Facts	Judgment
70	<u>Shyam Lal vs. State of U.P.</u> <u>Imp.</u>	1. Non-gratuitous act 2. Enjoyment of benefit 3. Compensation for benefit enjoyed	K, a government servant, was reinstated after being compulsorily retired. He was paid a salary without any work while the government appealed.	The appeal favored the government, and K was directed to return the salary received during the reinstatement period.





71	<u>Responsibility of finder of goods</u>	A person who finds someone else's goods and takes them into custody must take care of them like a prudent person and return them if the owner is found.	H finds a diamond and gives it to F for safekeeping. When the owner isn't found, F must return the diamond to H.
71	<p>Case law</p> <p><u>Hollins vs. Howler</u></p>	<ol style="list-style-type: none"> 1. Finder of goods 2. Responsibility of finder 3. Return of goods to finder when owner is not found 	<p>H found a diamond in F's shop and gave it to F for safekeeping until the owner was found. The true owner could not be traced.</p> <p>F was required to return the diamond to H, as H had the right to retain it against everyone except the true owner.</p>

72

Money paid by mistake
or under coercion

include undue influence etc. all

Any money paid or goods delivered by mistake or under coercion must be repaid or returned.

T was fined for not having a tram ticket. He later sued for recovery, claiming the fine was extorted. The suit was decided in his favor.

72

Shivprasad vs.
Sirish
Chandra

Tax 100,000
Gov. pay 120,000
1. Money paid by mistake

Payment was made under a mistaken belief concerning a municipal tax.

The payment was deemed recoverable.

Sales Tax
Officer vs.

Kanhaiyalal

2. Recoverability of money paid under mistaken belief

← 20,000
Gov. Repaid

Payment of sales tax made under a mistaken understanding of the lease terms.

The Supreme Court affirmed that the payment was recoverable.

Trikamdas vs.
Bombay
Municipal
Corporation

1. Money paid under coercion - III benefit
2. Interpretation of coercion (including extortion)

T was fined for traveling without a ticket on a tram. He claimed the fine was extorted and filed a suit for recovery.

The suit was decreed in favor of T, and the court ruled the fine as extortion.



★ QUASI CONTRACT :-

★ (1) It is not an Actual contract but resembles a contract. It means it does not have essential elements of a valid contract.

★ (2) It is created by operation of law.

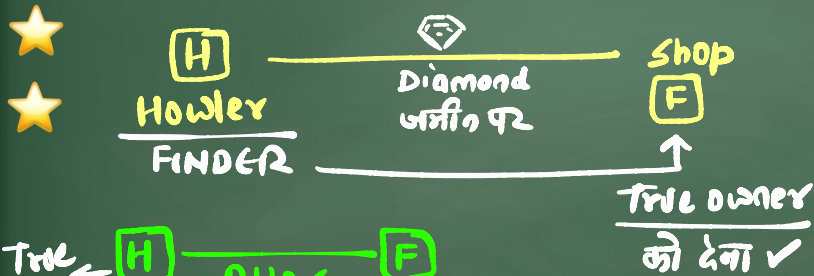
★ (3) It is based on the principle of -
Equity, justice, good conscience, unjust enrichment.

(4) No man must grow RICH out of another person's loss. (5) obligation / duty - 1 Party
Right of another

★ Features of Quasi Contract :-

- ★ (1) A right to money or liquidated sum of money
- ★ (2) Qc = does not arise out of agreement but law
- ★ (3) Right is against a particular person not world.

★ 71 = Hollins vs Howler :-



Duty
to
Return the
good
True owner

