

FHT OU LLB

All In One Book

3YDC- 1st Sem

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Topics covered for each subject for easy sem exam preparation

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Contract 1 Unit-1

By Few Helping Turtles



Unit-I Syllabus

Definition and essentials of a valid Contract – Definition and essentials of a valid Offer – Definition and essentials of valid Acceptance – Communication of Offer and Acceptance – Revocation of Offer and Acceptance through various modes including electronic medium – Consideration – salient features – Exception to consideration – Doctrine of Privity of Contract – Exceptions to the privity of contract – Standard form of Contract.

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Q. Valid Contract- Definition and Essentials

Section 2(h) of the Indian Contract Act, 1872 defines a contract as:

“An agreement enforceable by law.”

This definition highlights two key elements that make up a contract:

- Agreement:** An agreement occurs when one party makes an offer, and the other party accepts it. It represents the mutual understanding between the parties regarding certain terms and conditions.
- Enforceability by Law:** For the agreement to qualify as a contract, it must be **enforceable by law**, meaning that either party can take the matter to court if the agreement is violated or breached.

In essence, a contract is a legally binding agreement between parties that is governed by law. If any terms of the contract are breached, legal action can be taken to resolve the dispute.

Essentials of a Valid Contract:

A contract becomes valid only when the following essential elements are fulfilled. If any of these elements are missing or not properly executed, the contract cannot be enforced legally.

1. Offer and Acceptance:

- Offer:** There must be a **clear and unambiguous offer** made by one party. This is the first step in forming a contract. The offer must contain specific terms and conditions that the offering party is willing to abide by if accepted by the other party.
- Acceptance:** Once the offer is made, the **offeree must accept** the offer without any modifications. Acceptance must be **unconditional**, meaning it must correspond exactly to the offer.
- Communication:** The offer and acceptance must be **properly communicated**. The communication can be done in writing, orally, or through conduct. Both parties need to be clear about the terms, ensuring mutual understanding (referred to as *consensus ad idem*, meaning "meeting of the minds").

Example:

- If **A** offers to sell a car for Rs. 3 lakhs, and **B** agrees to buy it for the same price, then a valid contract can be formed as long as the terms are communicated properly.

2. Intention to Create Legal Relationship:

- Legal Intent:** There must be an intention to create a legal relationship between the parties involved. This is particularly relevant in business or commercial agreements, where it is assumed that the parties intend to create a legally binding contract.

Case Law Model Answer- Contract Law 1

By Few Helping Turtles

** These are model answers, so read these to get an idea on how can we attempt these case law questions, then write your answers by including what we read from short notes and revision notes.

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Q. A sold articles on credit to B, not knowing that B was a minor. After attaining majority, B refused to pay, and A sued him. Since a contract with a minor is void, A cannot enforce the payment even after B attains majority.

Issue:

The primary issue in this scenario is whether A can enforce the payment from B after B has attained majority, given that the contract made between A and B when B was a minor is void.

Rule:

Under common contract law principles, a contract with a minor is typically voidable at the minor's discretion. This means that a minor cannot be legally bound by a contract unless it is for essential goods or services, such as food, clothing, or medical care. A contract made by a minor is voidable, meaning the minor can repudiate the contract at any time, even after they have attained majority (reached adulthood).

Relevant legal principles and sections of the Indian Contract Act, 1872:

- Section 11 of the Indian Contract Act, 1872: This section states that a contract is valid only if the person making the contract is competent to contract, which includes being of the age of majority.
- Section 12 of the Indian Contract Act, 1872: Defines the age of majority as 18 years, but provides that a minor (a person under 18) is not competent to contract.
- Section 2 of the Indian Contract Act, 1872: Defines a contract as an agreement enforceable by law. A minor's agreement is void and not enforceable by law.

In addition, Indian law is in line with English contract law, which also holds that a contract with a minor is void, as exemplified in various case laws.

Application:

In this case, A sold articles on credit to B, who was a minor at the time the contract was made. Since a minor cannot be legally bound by a contract, the contract entered into by A and B when B was a minor is void. The principle of "voidness of a minor's contract" prevents A from enforcing the contract, as the contract has no legal standing.

When B attains majority, he has the option to either affirm or repudiate the contract made during his minority. In this case, B has refused to pay, which indicates repudiation of the contract. Since the contract was void ab initio (from the very beginning), there is no legal obligation for B to fulfill the terms of the agreement even after attaining majority.



Revision Notes- Contracts 1

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6 Mark Questions

S No	Topic	Detailed Explanation
1	Lapse of Offer	An offer lapses when it is no longer valid, typically due to time expiry, death of either party, or revocation by the offeror before acceptance. If an offer is not accepted within the prescribed time, or before the offeror retracts it, it lapses.
2	Invitation to Offer	An invitation to offer is a statement or behavior that invites others to make offers, but it is not itself an offer. For example, an advertisement or an auction is an invitation for offers rather than a direct offer.
3	Acceptance	Acceptance occurs when the offeree agrees to the terms of the offer. It must be unconditional and communicated to the offeror. Once acceptance is made, a binding contract is formed.
4	Consideration	Consideration is what each party to a contract gives or promises to give in exchange for the other's promise. It can be money, services, or an action. The law requires that consideration must be something of value and legally sufficient.
5	Void & Voidable Agreements	Void agreements are unenforceable by law because they lack one or more elements required for a valid contract. Voidable agreements, on the other hand, are valid initially but can be declared void at the discretion of one party due to factors like coercion or misrepresentation.
6	Valid Offer	A valid offer must contain a clear proposal, be communicated to the offeree, and show intent to form a contract. It must be definite, made with the intention to be bound, and capable of acceptance by the offeree.
7	A Standard Form of Contract	A standard form contract is a pre-prepared document where one party sets the terms of the agreement, and the other party must either accept or reject the terms without any negotiation.
8	Adequacy of Consideration	Adequacy of consideration means that the value exchanged in a contract does not need to be equal, but must be legally sufficient. Courts typically do not assess the fairness or equality of consideration.

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