UNIT-1

INDIAN CONTRACT ACT 1872

INTRODUCTION

The Law of Contract deals with the law relating to the general principles of contract. It is the most important part of Mercantile Law. It affects every person in one way or the other, as all of us enter into some kind of contract every day.

Contract: According to **Section 2(h)** of the Indian Contract Act, a contact is "an agreement enforceable by law."

This definition shows that a contract must have the following two elements:

1. An agreement, and
2. Enforceability by law.

In other words: Contract = Agreement + Enforceability

Agreement (Section 2(e)): Every promise and every set of promises forming the consideration for each other is an agreement.

Promise (Section 2(b)): A proposal when accepted becomes a promise.

Every agreement is not a contract. When an agreement creates some legal obligations and is enforceable by law, it is regarded as a contract.

ESSENTIAL ELEMENTS OF CONTRACT

1. Offer and acceptance
2. Intention to create legal relationship
3. Free consent.
4. Capacity to contract.
5. Lawful consideration.
6. Lawful object.
7. Agreements not expressly declared void.
8. Possibility of performance.
9. Legal formalities.

Ex –Where 'A' who owns 2 cars x and y wishes to sell car 'x' for Rs. 30,000. 'B', an acquaintance of 'A' does not know that' A' owns car 'x' also. He thinks that' A' owns only car 'y' and is offering to sell the same for the stated price. He gives his acceptance to buy the same. There is no contract because the contracting parties have not agreed on the same thing at the same time, 'A' offering to sell his car 'x' and 'B' agreeing to buy car or'. There is no consensus-ad-idem.

CLASSIFICATION OF CONTRACTS

1. Classification according to validity

a) Valid
b) Voidable
c) Void contracts or agreements
d) Illegal.

e) Unenforceable

2. Classification according to mode of formation

a) Express contract
b) Implied contract
c) Quasi contract

3. Classification according to Performance

a) Executed contract
b) Executory contract
c) Unilateral Contract
d) Bilateral Contract

4. Classification according to Formality

a) Formal contracts
b) Simple contract

OFFER AND ACCEPTANCE

Offer/Proposal [Section 2(a)]: "When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal."

Essential requirements of a valid offer

1. An offer may be specific or general.
2. The terms of offer must be definite and certain.
3. The offer must be communicated to the offeree.
4. An offer must be distinguished an invitation to offer.
5. The offer must be made with a view to obtain acceptance.
6. The offer must be made with the intention of creating legal relations.

Acceptance [Section 2(b)]: "When the person to whom the proposal is made signifies his assent thereto, the proposal is said to be accepted".

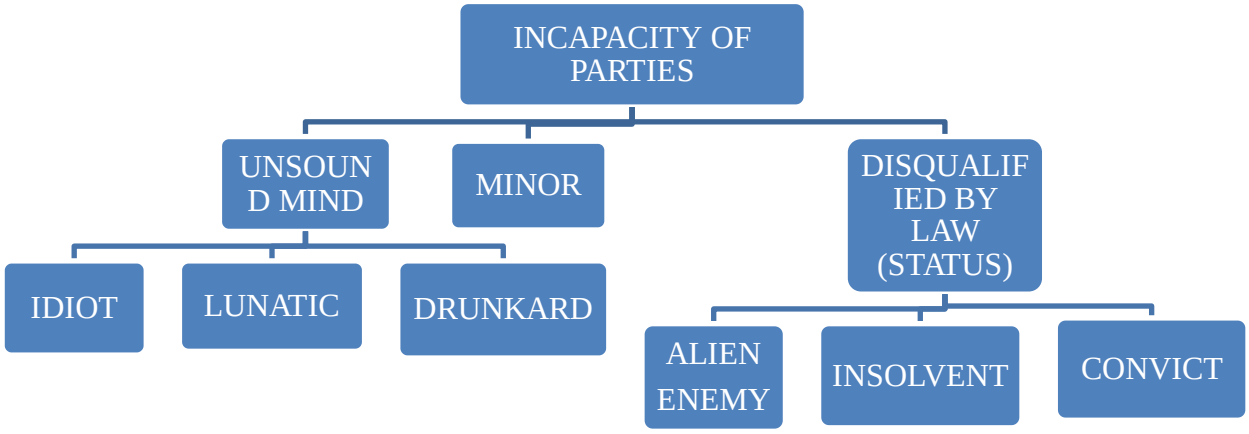
Essentials of a valid acceptance

1) Acceptance should be by the person to whom the offer is made.
2) Acceptance must be absolute and unqualified.
3) Acceptance must be communicated to the offeror.
4) Acceptance must be according to the mode prescribed.
5) Mental acceptance is no acceptance
6) An offer must be accepted within the time fixed.
7) Acceptance must be made before the offer lapses or is revoked.

"CONSIDERATION is the price for which the promise of the other is bought and the promise thus given for value is enforceable. When a transaction takes place each party gets something. This something is called consideration". (Pollock).

In simple words, it means 'something in return.'
As a general rule "No consideration, no contract".

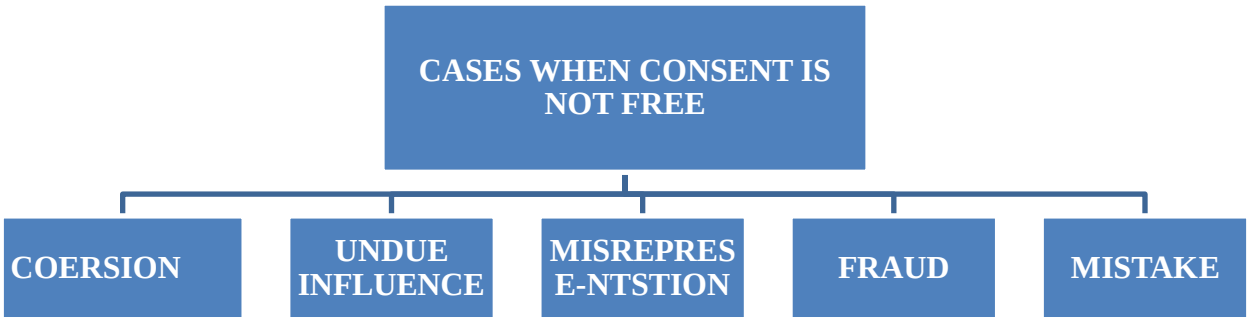
CAPACITY TO CONTRACT (Section 11): "Every person is competent to contract who is of the age of majority according to the law to which he is subject, who is of sound mind and is not disqualified from contracting by any law to which he is subject".



FREE CONSENT

When two or more persons agree upon the same thing in the same sense, they are said to consent. (Section 13)

Ex- A agrees to sell his Fiat Car for Rs. 50,000. B agrees to buy the same. There is a valid contract since A and B has consented to the same subject matter.



LEGALITY OF OBJECT (Section 23)

An agreement will not be enforceable if its object or the consideration is unlawful.

Consideration and objects which are unlawful – **agreement VOID**
1. If it is forbidden by law
2. If it is of such a nature that if permitted, it would defeat the provisions of any law.
2. If it is fraudulent.
4. If it involves or implies injury to the person or property of another.
5. If the Court regards it as immoral or opposed to public policy.

Ex-A & B agreed to deal in smuggled goods. It is forbidden by law, therefore void.

VOID AGREEMENTS

Certain agreements have been declared void in public interest by the Contract Act: -

1. Agreements by incompetent parties. (Sec. 11)
2. Agreements made under a mutual mistake of fact material to the agreement. (Sec. 20)
3. Agreement with unlawful consideration or object. (Sec. 23)
4. Agreements the consideration or object of which is unlawful min part. (Sec. 24)
5. Agreements made without consideration. (Sec. 25)
6. Agreements in restraint of marriage. (Sec. 26)
7. Agreements in restraint of trade. (Sec. 27)
8. Agreements in restrain of legal proceedings. (Sec. 28)
9. Agreements the meaning of which is uncertain. (Sec. 29)
10. Agreements by way of wager. (Sec. 30)
11. Agreements to do impossible act. (Sec. 56)

VOIDABLE AGREEMENTS: An agreement, which has been entered into by misrepresentation, fraud, coercion is voidable, at the option of the aggrieved party.

CONTINGENT CONTRACTS: A contingent contract is a contract to do or not to do something, if some event, collateral to such contract does or does not happen.

QUASI CONTRACTS [SECTIONS 68- 72]

The term 'quasi contract'may be defined as a ' contract which resembles that created by a contract.' As a matter of fact, quasi contract is not a contract in the strict sense of the term, because there is no real contract in existence. Moreover, there is no intention of the parties to enter into a contract. It is an obligation, which the law creates in the absence of any agreement.

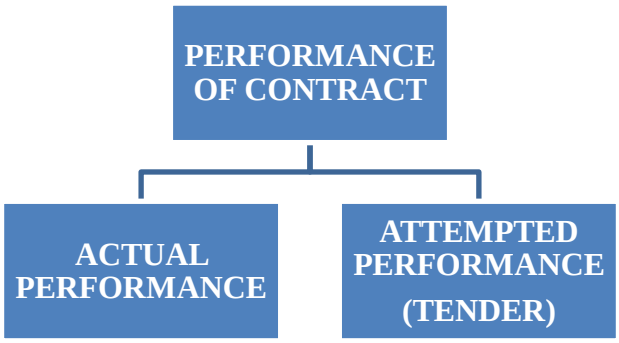
Following are to be deemed Quasi-contracts:

(i) Claim for Necessaries Supplied to a person incapable of Contracting or on his account.
(ii) Reimbursement of person paying money due by another in payment of which he is interested.
(iii) Obligation of a person enjoying benefits of non-gratuitous act.
(iv) Responsibility of Finder of Goods
(v) Liability of person to whom money is paid, or thing delivered by mistake or under coercion

Ex- A, who supplies the wife and children of B, a lunatic, with necessaries suitable to their conditions in life, is entitled to be reimbursed from B's property.

PERFORMANCE OF CONTRACTS [SECTIONS 37-67]

Performance means the parties have done whatever they had agreed to do. Performance may be:



(1) Actual Performance: When the parties have done whatever they had undertaken to do or have fulfilled their obligations arising out of the contract. Ex. A agrees to sell his watch to B for Rs.200. A delivers the watch and B makes the payment.

(2) Attempted Performance/Offer to perform (Section 38): If a valid offer/tender is made and it is not accepted by the promisee, the promisor shall not be responsible for non-performance nor shall he lose his rights under the contract. A tender or offer of performance to be valid must satisfy the following conditions:

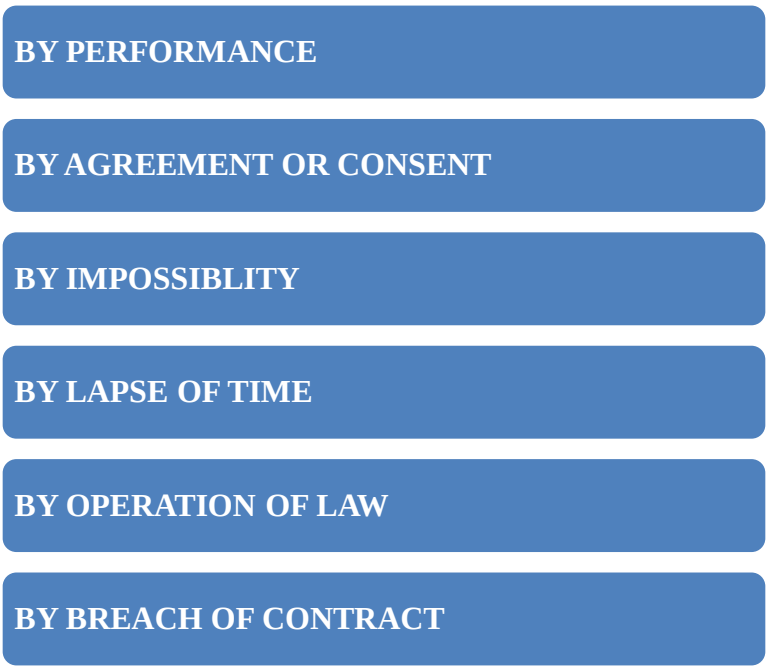
1. It must be unconditional.

2. It must be made at proper time and place, and performed in the agreed manner.

WHO MUST PERFORM

- Promisor
- Agent of the promisor
- Legal Representative of the deceased promisor,

DISCHARGE OF CONTRACTS



REMEDIES FOR BREACH OF CONTRACT (SECTIONS 73-75)

As soon as either party commits a breach of the contract, the other party becomes entitled to any of the following reliefs: -

a) Recession of the contract
b) Right to claim Damages (monetary compensation):

- Ordinary damages
- Special damages
- Vindictive or exemplary damages

- Nominal damages

c) Specific performance
d) Injunction Order
e) Quantum meruit
f) Cancellation or Rectification

Ex –A, a singer contracts with B, the manager of a theatre, to sing at his theatre for two nights in every week during the next two months, and B engages to pay her Rs. 100 for each night's performance. On the sixth night, A wilfully absents herself from the theatre and B in consequence, rescinds the contract. B is entitled to claim compensation for the damages for which he has sustained through the non-fulfilment of the contract.

CONTRACTS OF INDEMNITY [SECTIONS 124]

A contract of indemnity is a contract whereby one party promises to save the other from loss caused to him by the conduct of the promisor himself or by the conduct of any other party.

Ex. A and B two friends went to a shop. A sys to the shopkeeper "Let B have the goods; I shall see you are paid." It is a contract of indemnity.

Parties:

Indemnifier: The person who promises to make good the loss.

Indemnity Holder/Indemnified: the person whose loss is to be made good.

Rights of the Indemnity Holder: The indemnity holder is entitled to recover from the promisor

a) **All the damages which may be compelled to pay** in any suit in respect of any matter to which the promise to indemnify applies

b) **All costs of suit which he may have to pay to such third party** provided in bringing or defending the suit (i) he acted under the authority of the indemnifier or (ii) he did not act in contravention of the orders of the indemnifier and in such a such as a prudent man would act in his own case.

c) **All sums which he may have paid under the terms of any compromise** of any such suit, if the compromise was not contrary to the orders of the indemnifier, and was one which it would have been prudent for the promisee to make.

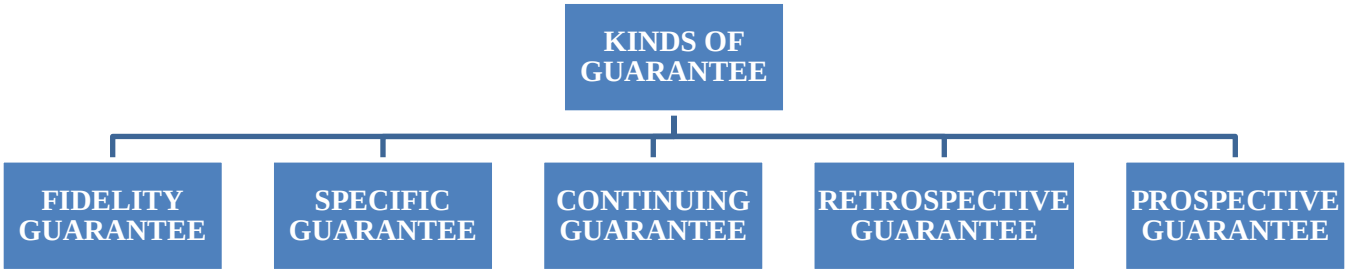
CONTRACT OF GUARANTEE [SECTION 126]

A contract of guarantee is defined as a contract to perform the promise or discharge the liability or a third person in case of his default.

Parties:

- **Surety:** The person who gives the guarantee.
- **Principal Debtor:** The person in respect of whose default guarantee is given.
- **Creditor:** The person to whom the guarantee is given.

It must be noted that in a contract of guarantee there must, in effect be two contracts, a principal contract - the principal debtor and the creditor; and a secondary contract - the creditor and the surety. **Ex –**When A requests B to lend Rs. 10,000 to C and guarantees that C will repay the amount within the agreed time and that on C failing to do so, he will himself pay to B, there is a contract of guarantee.



Special Features of a Contract of Guarantee

1. Surety's obligation is dependent on principal-debtor's default.
2. Separate consideration for guarantee not necessary.
3. Principal-debtor need not be competent to contract.
4. There must be existing debt or promise whose performance is guaranteed.

Rights of Surety

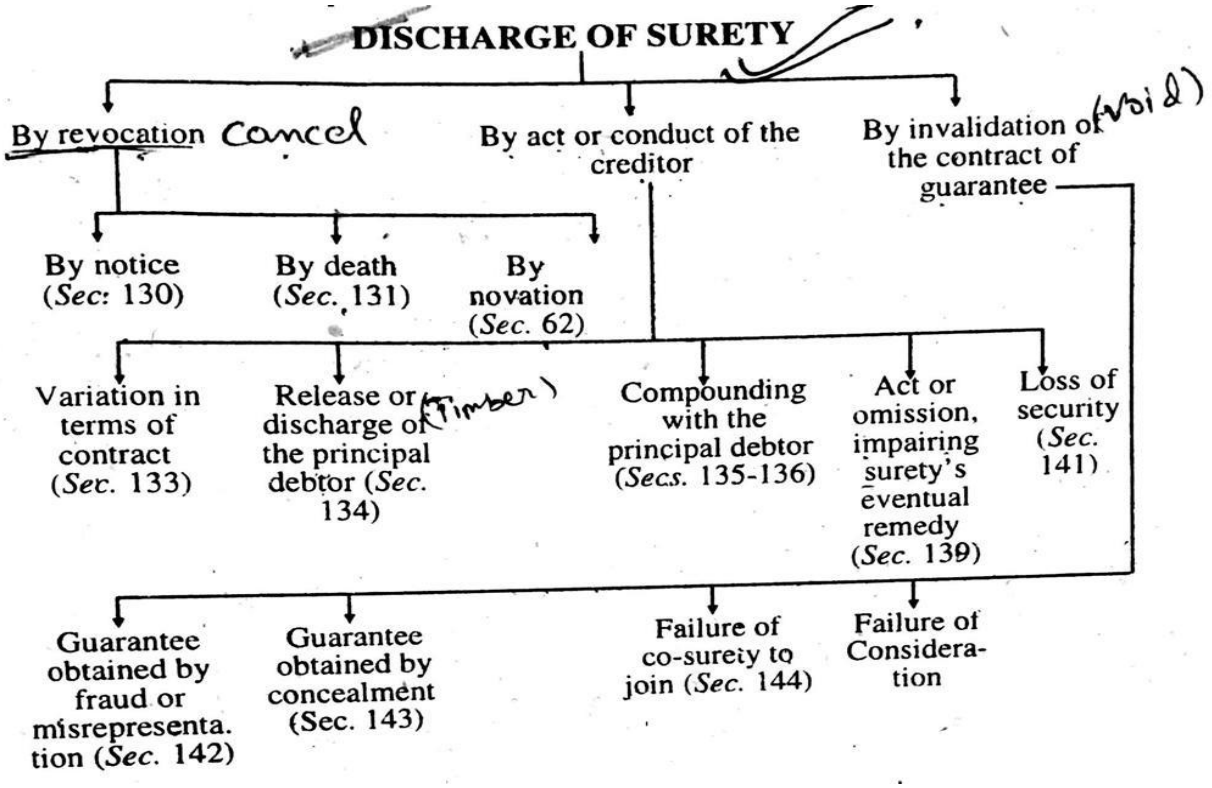
1. Rights against the Creditor: In case of fidelity guarantee, the surety can direct creditor to dismiss the employee whose honesty he has guaranteed, in the event of proved dishonesty of the employee.

2. Rights against the Principal Debtor

(a) Right of Subrogation (stepping into the shoes of the original): Where a surety has paid the guaranteed debt on its becoming due or has performed the guaranteed duty on the default of the principal debtor, he is invested with all the rights, which the creditor has against the debtor.

(b) Right to be indemnified: The surety has the right to recover from the principal debtor, the amounts which he has rightfully paid under the contract of guarantee.

3. Rights of Contribution: Where a debt has been guaranteed by more than one person, they are called as co-sureties. When a surety has paid more than his share, he has a right of contribution from the other sureties who are equally bound to pay with him.



I. By Revocation

1. Revocation by notice: A continuing guarantee may at any time be revoked by the surety, as to future transactions, by notice to the creditor.

2. Revocation by death: The death of the surety operates, in the absence of any contract to the contrary, as a revocation of a continuing guarantee, so far as regards future transactions.

3. Discharge by novation: A contract of guarantee is discharged by substituting a new contract in place of the old one.

II. By act or conduct of the Creditor

1. **By variation in the terms of the contract:** Any change made without the surety's consent, in the terms of the contract between the principal-debtor and the creditor, discharges the surety as to transactions subsequent to the variance.
2. **By release or discharge of principal-debtor:** Any contract between the creditor and the principal-debtor by which the principal-debtor is released, the surety is also discharged.
3. **By compounding by the creditor with the principal debtor:** If the creditor makes a composition with, or promises to give time to, or not to sue the principal-debtor, discharges the surety, unless such contract is made with the consent of the surety.

4. **By creditors act or omission impairing surety's eventual remedy:** In case the creditor does any act which is inconsistent with the rights of the surety, or omits to do any act which is required, thereby impairing the eventual remedy of the surety himself against the principal-debtor, the surety is discharged.
5. **By loss of security:** If the creditor loses, or without the consent of the surety, parts with any security given at the time of contract, the surety is discharged to the extent of the value of security.

III. By invalidation of the contract of guarantee

1. **By obtaining guarantee by misrepresentation:** Any guarantee obtained by means of misrepresentation made by the creditor concerning a material part of the transaction is invalid.
2. **By obtaining guarantee by concealment:** Any guarantee which the creditor has obtained by means of keeping silence as to material part of circumstances is invalid.
3. **By failure of co-sureties to join:** The guarantee is not valid if the other person does not join.

Difference between Contract of Indemnity & Guarantee

S.N	BASIS FOR COMPARISION	INDEMINITY	GUARANTEE
1.	Meaning	It is a contract to make good the loss of other party.	It is a contract to perform the promise or discharge the liability of a third person in case of his default.
2.	Defined in Section	Section 124 of Indian Contract Act 1872.	Section 126 of Indian Contract Act 1872.
3.	Parties	There are two parties: Indemnifier and Indemnity Holder.	Three parties: Principal Debtor, Creditor and Surety
4.	Number of agreements	There is only one agreement i.e. between the Indemnifier and Indemnity Holder.	There are three agreements: 1. between the Principal Debtor & Credior. 2. between the Credior & Surety. 3. between the Surety & Principal Debtor.
5.	Nature of surety's liability	The liability of the indemnifier is primary.	The liability of the surety is secondary i.e. the surety is liable only if the principal

			debtor does not pay the amount. The liability of the principal-debtor is primary.
6.	Right to sue after performance	In case of indemnity, except in rare cases, indemnifier cannot recover his loss from a third party.	In case of guarantee, if surety has paid the debt, he steps into the shoes of the creditor and can recover his loss from the principal-debtor.
7.	Indemnity holder cannot sue in his own name	An indemnity-holder cannot sue a third party in his own name. Assignment in favour of indemnity-holder is necessary.	A surety can sue in his own name. No such assignment is necessary.
8.	Request to act	Indemnifier does not act at the request of the indemnified.	A surety has to act at the request of the debtor.
9.	Capacity contract	All the parties must be capable of contracting.	The principal-debtor may be a minor. In that case, the surety will be liable.
10.	Scope	Its scope is limited. It does not include contract of guarantee.	Its scope is wide. It involves contract of indemnity.
11.	Nature	It is for reimbursement of loss.	It is for the security of the creditor.

2.15 CONTRACT OF BAILMENT AND PLEDGE BAILMENT

[SECTIONS 148 –181]

What is 'Bailment'

- · When one person delivers some goods to another person under a contract for a specified purpose and when that specified purposes is accomplished the goods shall be delivered to the first person, it is known as Bailment

- · The person delivering the goods is called the "Bailor", and the person to whom goods are delivered is called the "Bailee".

Features of Bailment

1. There should be a contract.

2. Delivery of goods by one person to another.

3. The goods are delivered for certain purpose.

4. The same goods must be returned.

KINDS OF BAILMENTS

DUTIES OF BAILOR

1. To disclose faults in the goods

2. Liability for breach of warranty as to title.

2. To bear expenses in case of Gratuitous bailments

4. In case of non-gratuitous bailments, the bailor is held responsible to bear only extra-ordinary expenses.

Ex-

A horse is lent for a journey. The ordinary expenses like feeding the horse etc., shall be borne by the bailee but in case horse falls ill, the money spent in his treatment will be regarded as an extra-ordinary expenditure and borne by the bailor.

DUTIES OF THE BAILEE

1. To take care of the goods bailed

2. Not to make unauthorised use of goods

2. Not to Mix Bailor's goods with his own

4. To return the goods bailed

5. To return any accretion to the goods bailed

RIGHTS OF BAILEE

1. The bailee can sue bailor for:
(a) claiming compensation for damage resulting from non-disdosure of faults in the goods;
(b) for breach of warranty as to title and the damage resulting therefrom; and
(c) for extraordinary expenses.

2. Lien

2. Rights against wrongful deprivation of injury to goods

RIGHTS OF THE BAILOR

1. The bailor can enforce by suit all duties or liabilities of the bailee.

2. In case of gratuitous bailment (i.e., bailment without reward), the bailor can demand their return whenever he pleases, even though he lent it for a specified time or purpose.

TERMINATION OF BAILMENT

1. On the expiry of the stipulated period.

2. On the accomplishment of the specified purpose.

2. By bailee's act inconsistent with conditions.

FINDER OF LOST GOODS

- · Finding is not keeping. A finder of lost goods is treated as the bailee of the goods found as such and is charged with the responsibilities of a bailee, besides the responsibility of exercising reasonable efforts in finding the real owner.

- · However, he enjoys certain rights also. His rights are summed up hereunder

1. Right to retain the goods

2. Right to Sell -the finder may sell it:

(1) when the thing is in danger of perishing or of losing the greater part of its value;

(2) when the lawful charges of the finder in respect of the thing found, amount to 2/3rd of its value.

2.16 PLEDGE

- A pledge is the bailment of goods as security for payment of debt or performance of a promise. The person who delivers the goods, as security is called the 'pledgor' and the person to whom the goods are so delivered is called the 'pledgee'. The ownership remains with the pledgor. It is only a qualified property that passes to the pledgee.

- Delivery Essential - A pledge is created only when the goods are delivered by the borrower to the lender or to someone on his behalf with the intention of their being treated as security against the advance. Delivery of goods may, however, be actual or constructive.

2.17 CONTRACT OF AGENCY [SECTION 182 – 238]

Who is an 'Agent'?

- An agent is defined as a "person employed to do any act for another or to represent another in dealings with third person". In other words, an agent is a person who acts in place of another. The person for whom or on whose behalf he acts is called the Principal.
- Agency is therefore, a relation based upon an express or implied agreement whereby one person, the agent, is authorised to act for another, his principal, in transactions with third person.
- The function of an agent is to bring about contractual relations between the principal and third parties.

WHO CAN EMPLOY AN AGENT

- · Any person, who is capable to contract may appoint as agent. Thus, a minor or lunatic cannot contract through an agent since they cannot contract themselves personally either.

WHO MAY BE AN AGENT

- · In considering the contract of agency itself (i.e., the relation between principal and agent), the contractual capacity of the agent becomes important.

HOW AGENCY IS CREATED

- · A contract of agency may be created by in any of the following three ways: -

(1) Express Agency

(2) Implied Agency

(3) Agency by Estoppel

(4) Agency by Holding Out

(5) Agency of Necessity

(6) Agency By Ratification

DUTIES OF AGENT

1. To conduct the business of agency according to the principal's directions

2. The agent should conduct the business with the skill and diligence that is generally possessed by persons engaged in similar business, except where the principal knows that the agent is wanting in skill.

3. To render proper accounts.

4. To use all reasonable diligence, in communicating with his principal, and in seeking to obtain his instructions.

5. Not to make any secret profits

6. Not to deal on his own account

7. Agent not entitled to remuneration for business misconducted.

8. An agent should not disclose confidential information supplied to him by the principal **[Weld Blundell v. Stephens** (1920) AC. 1956].

9. When an agency is terminated by the principal dying or becoming of unsound mind, the agent is bound to take on behalf of the representatives of his late principal, all reasonable steps for the protection and preservation of the interests entrusted to him.

RIGHTS OF AN AGENT

1. Right to remuneration

2. Right Of Retainer

2. Right of Lien

4. Right of Indemnification

5. Right to compensation for injury caused by principal's neglect

PRINCIPAL'S DUTIES TO AGENT

- · A principal is:

  (i) bound to indemnify the agent against the consequences of all lawful acts done by such agent in exercise of the authority conferred upon him;

  (ii) liable to indemnify an agent against the consequences of an act done in good faith.

  (iii) The principal must make compensation to his agent in respect of injury caused to such agent by the principal's neglect or want of skill.

TERMINATION OF AGENCY

1. By revocation by the Principal.

2. On the expiry of fixed period of time.

2. On the performance of the specific purpose.

4. Insanity or Death of the principal or Agent.

5. An agency shall also terminate in case subject matter is either destroyed or rendered unlawful.

6. Insolvency of the Principal. Insolvency of the principal, not of the agent, terminates the agency.

7. By renunciation of agency by the Agent.

INDIAN CONTRACT ACT 1872
INTRODUCTION

- · The Law of Contract deals with the law relating to the general principles of contract. It is the most important part of Mercantile Law. It affects every person in one way or the other, as all of us enter into some kind of contract everyday.

- · Since this law was not happily worded, two subsequent legislations namely Indian Sale of Goods Act – Sections 76 to 123 of the Indian Contract Act 1872 were repealed; and Partnership Act was also enacted and Sections 239 to 266 of the Contract Act were also repealed.

What is 'Contract'

- · The term 'Contract' is defined in Section 2(h) of the Indian Contract Act, which reads as under

"An agreement enforceable by law is a contracts."

- · The analysis of this definition shows that a contract must have the following two elements:

    1. An agreement, and

    2. The agreement must be enforceable by law.

- · In other words:

Contract = An Agreement + Enforceability (by law)

Agreement (Section 2(e)
Every promise and every set of promises forming the consideration for each other is an agreement.

Promise (Section 2(b))

A proposal when accepted becomes a promise.

- · Every agreement is not a contract. When an agreement creates some legal obligations and is enforceable by law, it is regarded as a contract.

2.1 ESSENTIAL ELEMENTS OF CONTRACT

1. Agreement

2. Intention to create legal relationship

3. Free and genuine consent.

4. Parties competent to contract.

5. Lawful consideration.

6. Lawful object.

7. Must be in writing. (Generally, oral contract is not enforceable)

8. Agreement not declared void or illegal.

9. Certainty of meaning.

10. Possibility of performance.

11. Necessary legal formalities.

Ex –

Where 'A' who owns 2 cars x and y wishes to sell car 'x' for Rs. 30,000. 'B', an acquaintance of 'A' does not know that' A' owns car 'x' also. He thinks that' A' owns only car 'y' and is offering to sell the same for the stated price. He gives his acceptance to buy the same. There is no contract because the contracting parties have not agreed on the same thing at the same time, 'A' offering to sell his car 'x' and 'B' agreeing to buy car or'. There is no consensus-ad-idem.

LAW OF CONTRACT CREATES jus in personam

- · The term jus in personam means a "right against or in respect of a specific person." Thus, law of contract creates jus in personam and not jus in rem. A jus in rem means a right against or a thing.

CLASSIFICATION OF CONTRACTS

1. Classification according to validity or enforceability.

a) Valid

b) Voidable

c) Void contracts or agreements

d) Illegal.

e) Unenforceable

2. Classification according to Mode of formation

(i) Express contract

(ii) Implied contract

2. Classification according to Performance

(i) Executed contract

(ii) Executory contract.

(iii) Unilateral Contract

(iv) Bilateral Contract

2.2 OFFER AND ACCEPTANCE

[Sections 3-9]

OFFER

What is 'Offer/Proposal'

- · A Proposal is defined as "when one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal." [Section 2(a)].

How an Offer is made?

- · An offer can be made by

(a) any act or

(b) omission of the party proposing by which he intends to communicate such proposal or which has the effect of communicating it to the other (Section 3).

CASE EXAMPLE

In **Carbolic Smoke Ball Co. 's case**, the patent-medicine company advertised that it would give a reward of £100 to anyone who contracted influenza after using the smoke balls of the company for a certain period according to the printed directions. Mrs. Carlill purchased the advertised smoke ball and contracted influenza in spite of using the smoke ball according to the printed instructions. She claimed the reward of £100. The claim was resisted by the company on the ground that offer was not made to her and that in any case she had not communicated her acceptance of the offer. She filed a suit for the recovery of the reward. **Held**: She could recover the reward as she had accepted the offer by complying with the terms of the offer.)

ESSENTIAL REQUIREMENTS OF A VALID OFFER

- · An offer must have certain essentials in order to constitute it a valid offer. These are:

I. The offer must be made with a view to obtain acceptance.

2. The offer must be made with the intention of creating legal relations. **[Balfour v. Balfour** (1919) 2 K.B.57Il

2. The terms of offer must be definite, unambiguous and certain or capable of being made certain. The terms of the offer must not be loose, vague or ambiguous.

4. An offer must be distinguished from (a) a mere declaration of intention or (b) an invitation to offer or to treat.

An auctioneer, at the time of auction, invites offers from the would-be-bidders. He is not making a proposal.

A display of goods with a price on them in a shop window is construed an invitation to offer and not an offer to sell.

Offer vis-a-vis Invitation to offer

- q An offer must be distinguished from invitation to offer.

- q A prospectus issued by a company for subscription of its shares by the members of the public, is an invitation to offer. The Letter of Offer issued by a company to its existing shareholders is an offer.

5. The offer must be communicated to the offeree. An offer must be communicated to the offeree before it can be accepted. This is true of specific as sell as general offer.

6. The offer must not contain a term the non-compliance of which may be assumed to amount to acceptance.

Cross Offers

- · Where two parties make identical offers to each other, in ignorance of each other's offer, the offers are known as cross-offers and neither of the two can be called an acceptance of the other and, therefore, there is no contract.

TERMINATION OR LAPSE OF AN OFFER

- · An offer is made with a view to obtain assent thereto. As soon as the offer is accepted it becomes a contract. But before it is accepted, it may lapse, or may be revoked. Also, the offeree may reject the offer. In these cases, the offer will come to an end.

1) The offer lapses after stipulated or reasonable time

2) An offer lapses by the death or insanity of the offeror or the offeree before acceptance.

3) An offer terminates when rejected by the offeree.

4) An offer terminates when revoked by the offeror before acceptance.

5) An offer terminates by not being accepted in the mode prescribed, or if no mode is prescribed, in some usual and reasonable manner.

A conditional offer terminates when the condition is not accepted by the offeree.

(7) Counter Offer

TERMINATION OF AN OFFER

1. An offer lapses after stipulated or reasonable time.

2. An offer lapses by the death or insanity of the offeror or the offeree before acceptance. 2. An offer lapses on rejection.

4. An offer terminates when revoked.

5. It terminates by counter-offer.

6. It terminates by not being accepted in the mode prescribed or in usual and reasonable manner.

7. A conditional offer terminates when condition is not accepted.

ACCEPTANCE

- · Acceptance has been defined as "When the person to whom the proposal is made signifies his assent thereto, the proposal is said to be accepted".

Acceptance how made

- · The offeree is deemed to have given his acceptance when he gives his assent to the proposal. The assent may be express or implied. It is express when the acceptance has been signified either in writing, or by word of mouth, or by performance of some required act.

Ex- A enters into a bus for going to his destination and takes a seat. From the very nature, of the circumstance, the law will imply acceptance on the part of A.]

- · In the case of a general offer, it can be accepted by anyone by complying with the terms of the offer.

ESSENTIALS OF A VALID ACCEPTANCE

1) Acceptance must be absolute and unqualified.

2) Acceptance must be communicated to the offeror.

3) Acceptance must be according to the mode prescribed.

Ex- A sends an offer to B through post in the usual course. B should make the acceptance in the "usual and reasonable manner" as no mode of acceptance is prescribed. He may accept the offer by sending a letter, through post, in the ordinary course, within a reasonable time.

COMMUNICATION OF OFFER, ACCEPTANCE AND REVOCATION

- · As mentioned earlier that in order to be a valid offer and acceptance.

(i) the offer must be communicated to the offeree, and

(ii) the acceptance must be communicated to the offeror.

The communication of acceptance is complete:

(i) as against the proposer, when it is put into a course of transmission to him, so as to be out of the power of the acceptor;

(ii) as against the acceptor, when it comes to the knowledge of the proposer.

Ex-

A proposes, by letter, to sell a house to B at a certain price. B accepts A's proposal by a letter sent by post. The communication of acceptance is complete: (i) as against A, when the letter is posted by B; (ii) as against B, when the letter is received by A.

The communication of a revocation (of an offer or an acceptance) is complete:

(1) as against the person who makes it, when it is put into a course of transmission to the person to whom it is made, so as to be out of the power of the person who makes it.

(2) as against the person to whom it is made when it comes to his knowledge.

Ex-

A revokes his proposal by telegram. The revocation is complete as against A, when the telegram is dispatched. It is complete as against B, when B receives it.

Revocation of proposal and acceptance:

- · A proposal may be revoked at any time before the communication of its acceptance is complete as against the proposer, but not afterwards.

Ex-

A proposes, by a letter sent by post, to sell his house to B. B accepts the proposal by a letter sent by post. A may revoke his proposal at any time before or at the moment when B posts his letter of acceptance, but not afterwards. B may revoke his acceptance at any time before or at the moment when the letter communicating it reaches A, but not afterwards.

2.3 CAPACITY TO CONTRACT

(Sections 10-12)

WHO ARE **NOT COMPETENT** TO CONTRACT

- · The following are considered as incompetent to contract, in the eye of law: -

(1) Minor: -

(i) A contract with or by a minor is void and a minor, therefore, cannot, bind himself by a contract.

(ii) A minor's agreement cannot be ratified by the minor on his attaining majority.

(iii) If a minor has received any benefit under a void contract, he cannot be asked to refund the same.

(iv) A minor cannot be a partner in a partnership firm.

(v) A minor's estate is liable to a person who supplies necessaries of life to a minor.

CASE EXAMPLE

In 1903 the Privy Council in the leading case of **Mohiri Bibi v. Dharmodas Ghose** (190,30 Ca. 539) held that in India minor's contracts are absolutely void and not merely voidable.

The facts of the case were:

Dharmodas Ghose, a minor, entered into a contract for borrowing a sum of Rs. 20,000 out of which the lender paid the minor a sum of Rs. 8,000. The minor executed mortgage of property in favour of the lender. Subsequently, the minor sued for setting aside the mortgage. The Privy Council had to ascertain the validity of the mortgage. Under Section 7 of the Transfer of Property Act, every person competent to contract is competent to mortgage. The Privy Council decided that Sections 10 and 11 of the Indian Contract Act make the minor's contract void. The mortgagee prayed for refund of Rs. 8,000 by the minor. The Privy Council further held that as a minor's contract is void, any money advanced to a minor cannot be recovered.

(2) Mental Incompetence

- q A person is said to be of unsound mind for the purpose of making a contract, if at the time when he makes it, he is incapable of understanding it, and of forming a rational judgement as to its effect upon his interests.

- q A person, who is usually of unsound mind, but occasionally of sound mind, may make a contract when he is of sound mind.

Ex- A patient, in a lunatic asylum, who is at intervals, of sound mind; may contract during those intervals.

A sane man, who is delirious from fever or who is so drunk that he cannot understand the terms of a contract or form a rational judgement as to its effect on his interest, cannot contract whilst such delirium or drunkenness lasts.

(3) Incompetence through Status

(i) Alien Enemy (Political Status)

(ii) Foreign Sovereigns and Ambassadors

(iii) Company under the Companies Act or Statutory Corporation by passing Special Act of Parliament (Corporate status)

(iv) Insolvent Persons

2.4 FREE CONSENT

(Sections 10; 13-22)

What is the meaning of 'CONSENT' (SECTION 13)

- · When two or more persons agree upon the same thing in the same sense, they are said to consent.

Ex-

A agrees to sell his Fiat Car 1983 model for Rs. 80,000. B agrees to buy the same. There is a valid contract since A and B have consented to the same subject matter.

What is meant by 'Free Consent'

- · Consent is said to be free when it is not caused by

Causes affecting contract	**Consequences**
Coercion	Contract voidable
2. Undue influence	Contract voidable
2. Fraud	Contract voidable
Misrepresentation	Contract voidable
Mistake –	Void
of fact	Generally not invalid
) Bilateral	Void

) Unilateral) of Fact	

Ex -

(i) A railway company refuses to deliver certain goods to the consignee, except upon the payment of an illegal charge for carriage. The consignee pays the sum charged in order to obtain the goods. He is entitled to recover so much of the charge as was illegally excessive.

(ii) The directors of a Tramway Co. issued a prospectus stating that they had the right to run tramcars with steam power instead of with horses as before. In fact, the Act incorporating the company provided that such power might be used with the sanction of the Board of Trade. But, the Board of Trade refused to give permission and the company had to be wound up. P, a shareholder sued the directors for damages for fraud. The House of Lords held that the directors were not liable in fraud because they honestly believed what they said in the prospectus to be true. **[Derry v. Peek (**1889) 14 A.C. 337].

2.5 CONSIDERATION

[Sections 2(d), 10,23-25, 148, 185]

Definition

- · Consideration is what a promisor demands as the price for his promise. In simple words, it means 'something in return.'

- · Consideration has been defined as

"When at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or promises to abstain from doing something, such act or abstinence or promise is called a consideration for the promise."

IMPORTANCE OF CONSIDERATION

- · A promise without consideration is purely gratuitous and, however sacred and binding in honour it may be, cannot create a legal obligation.

- · A person who makes a promise to do or abstain from doing something usually does so as a return or equivalent of some loss, damage, or inconvenience that may have been occasioned to the other party in respect of the promise. The benefit so received and the loss, damage or inconvenience so caused is regarded in law as the consideration for the promise.

KINDS OF CONSIDERATION

- · A consideration may be:

1. Executed or Present

2. Executory or Future

2. Past

2.6 LEGALITY OF OBJECT

(Sections 23, 24)

- · An agreement will not be enforceable if its object or the consideration is unlawful. According to Section 23 of the Act, the consideration and the object of an agreement are unlawful in the following cases:

What consideration and objects are unlawful **– agreement VOID**

1. If it is forbidden by law

2. If it is of such a nature that if permitted, it would defeat the provisions of any law.

2. If it is fraudulent. An agreement with a view to defraud other is void.

4. If it involves or implies injury to the person or property of another. If the object of an agreement is to injure the person or property of another it is void.

5. If the Court regards it as immoral or opposed to public policy. An agreement, whose object or consideration is immoral or is opposed to the public policy, is void.

Ex-

A partnership entered into for the purpose of doing business in arrack (local alcoholic drink) on a licence granted only to one of the partners, is void ab-initio whether the partnership was entered into before the licence was granted or afterwards as it involved a transfer of licence, which is forbidden and penalised by the Akbari Act and the rules thereunder **[Velu Payaychi v. Siva Sooriam**, AIR (1950) Mad. 987].

2.7 VOID and VOIDABLE Agreements

(Sections 26-30)

Void agreement

1. The following are the additional grounds declaring agreements as void: -

(i) Agreements by person who are not competent to contract.

(ii) Agreements under a mutual mistake of fact material to the agreement.

(iii) Agreement with unlawful consideration.

(iv) Agreement without consideration. (**Exception** – if such an agreement is in writing and registered or for a past consideration)

(v) Agreement in restraint of marriage.

(vi) Agreement in restraint of trade

(vii) Agreements in restrain of legal proceedings,

(viii) Agreements void for uncertainty (Agreements, the meaning of which is not certain, or capable of being made certain)

(ix) Agreements by way of wager (a promise to give money or money's worth upon the determination or ascertainment of an uncertain event)

(x) Agreements against Public Policy

(xi) Agreements to do impossible act.

Voidable agreements

- · An agreement, which has been entered into by misrepresentation, fraud, coercion is voidable, at the option of the aggrieved party.

2.8 CONTINGENT CONTRACTS

(SECTIONS 31-36)

- · A contingent contract is a contract to do or not to do something, if some event, collateral to such contract does or does not happen.

When a contingent contract may be enforced

- · Contingent contracts may be enforced when that uncertain future event has happened. If the event becomes impossible, such contracts become void.

ESSENTIAL ELEMENTS OF A CONTINGENT CONTACT

1. There must be a valid contract.
2. The performance of the contract must be conditional.
3. The even must be uncertain.
4. The event must be collateral to the contact.
5. The event must be an act of the party.
6. The event should not be the discretion of the promisor.

2.9 QUASI CONTRACTS

[SECTIONS 68- 72]

- · The term ‘quasi contract‘ may be defined as a ‘ contract which resembles that created by a contract.‘ as a matter of fact, ‘quasi contract‘ is not a contract in the strict sense of the term, because there is no real contract in existence. Moreover, there is no intention of the parties to enter into a contract. It is an obligation, which the law creates in the absence of any agreement.

CIRCUMSTANCES OF QUASI CONTRACTS

- · Following are to be deemed Quasi-contracts.

  (i) Claim for Necessaries Supplied to a person incapable of Contracting or on his account.

  (ii) Reimbursement of person paying money due by another in payment of which he is interested. Obligation of a person enjoying benefits of non-gratuitous act.

  (iii) Responsibility of Finder of Goods

  (iv) Liability of person to whom money is paid, or thing delivered by mistake or under coercion

Ex-

A, who supplies the wife and children of B, a lunatic, with necessaries suitable to their conditions in life, is entitled to be reimbursed from B’s property.

2.10 PERFORMANCE OF CONTRACTS

[SECTIONS 37-67]

Offer to perform or tender of performance

- · According to Section 38, if a valid offer/tender is made and is not accepted by the promisee, the promisor shall not be responsible for non-performance nor shall he lose his rights under the contract. A tender or offer of performance to be valid must satisfy the following conditions:

  1. It must be unconditional.

  2. It must be made at proper time and place, and performed in the agreed manner.

WHO MUST PERFORM

- · Promisor - The promise may be performed by promisor himself, or his agent or by his legal representative.

- · Agent - the promisor may employ a competent person to perform it.

- · Legal Representative - In case of death of the promisor, the Legal representative must perform the promise unless a contrary intention appears from the contract.

CONTRACTS, WHICH NEED NOT BE PERFORMED

I. If the parties mutually agree to substitute the original contract by a new one or to rescind or alter it

2. If the promisee dispenses with or remits, wholly or in part the performance of the promise made to him or extends the time for such performance or accepts any satisfaction for it.

2. If the person, at whose option the contract is voidable, rescinds it.

4. If the promisee neglects or refuses to afford the promisor reasonable facilities for the performance of his promise.

2.11 DISCHARGE OF CONTRACTS

[Sections 73-75]

- · The cases in which a contract is discharged may be classified as follows:

A. By performance or tender

B. By mutual consent

- q A contract may terminate by mutual consent in any of the following ways: -

a. Novation (substitution)

b. Recession (cancellation)

c. Alteration

C. By subsequent impossibility

D. By operation of law

E. By breach

2.12 REMEDIES FOR BREACH OF CONTRACT

(SECTIONS 73-75)

- · As soon as either party commits a breach of the contract, the other party becomes entitled to any of the following reliefs: -

  a) Recession of the contract

b) Damages (monetary compensation)

c) Specific performance

d) Injunction

e) Quantum meruit

Ex –

A, a singer contracts with B, the manager of a theatre, to sing at his theatre for two nights in every week during the next two months, and B engages to pay her Rs. 100 for each night's performance. On the sixth night, A wilfully absents herself from the theatre and B in consequence, rescinds the contract. B is entitled to claim compensation for the damages for which he has sustained through the non-fulfilment of the contract.

2.13 CONTRACTS OF INDEMNITY

[SECTIONS 124-125]

What is contract of indemnity

- · A contract of indemnity is a contract whereby one party promises to save the other from loss caused to him by the conduct of the promisor himself or by the conduct of any other party.

- · A contract of indemnity may arise either (1) by an express promise or (2) by operation of law i.e. the duty of a principal to indemnify an agent from consequences of all lawful acts done by him as an agent.

RIGHTS OF INDEMNIFIED (THE INDEMNITY HOLDER)

- · The indemnity holder is entitled to recover from the promisor

  a) **All the damages which may be compelled to pay** in any suit in respect of any matter to which the promise to indemnify applies

  b) **All costs of suit which he may have to pay to such third party**provided in bringing or defending the suit (i) he acted under the authority of the indemnifier or (ii) he did not act in contravention of the orders of the indemnifier and in such a such as a prudent man would act in his own case.

  c) **All sums which he may have paid under the terms of any compromise** of any such suit, if the compromise was not contrary to the orders of the indemnifier, and was one which it would have been prudent for the promisee to make.

RIGHTS OF INDEMNIFIER

- · The Contract Act makes no mention of the rights of the indemnifier.It has been held in **Jaswant Singh Vs. Section of State** 14 Bom 299 that the indemnifier becomes entitled to the benefit of all the securities, which the creditor has against the principal debtor whether he was aware of them, or not.

2.14 CONTRACT OF GUARANTEE

[SECTION 126]

What is Contract of Guarantee

- · A contract of guarantee is defined as a contract to perform the promise or discharge the liability or a third person in case of his default.

- · The person who gives the guarantee is called the "Surety", the person from whom the guarantee is given is called the "Principal Debtor" and the person to whom the guarantee I given is called the "Creditor".

Requirement of two contracts

- · It must be noted that in a contract of guarantee there must, in effect be two contracts, a principal contract - the principal debtor and the creditor ; and

(i) a secondary contract - the creditor and the surety.

Ex –

When A requests B to lend Rs. 10,000 to C and guarantees that C will repay the amount within the agreed time and that on C failing to do so, he will himself pay to B, there is a contract of guarantee.

Essential and legal rules for a valid contract of guarantee

(i) The contract of guarantee must satisfy the requirements of a valid contract

(ii) There must be someone primarily liable

(iii) The promise to pay must be conditional

Kinds of guarantee

(i) Specific Guarantee

(ii) Continuing Guarantee

RIGHTS AND OBLIGATIONS OF THE CREDITOR

Rights

- · The creditor is entitled to demand payment from the surety as soon as the principal debtor refuses to pay or makes default in payment.

Obligations

- · The obligations of a creditor are:

1) Not to change any terms of the Original Contract.

2) Not to compound, or give time to, or agree not to sue the Principal Debtor

3) Not to do any act inconsistent with the rights of the surety

RIGHTS OF SURETY

- · Rights of a surety may be classified under three heads:

1. Rights against the Creditor

In case of fidelity guarantee, the surety can direct creditor to dismiss the employee whose honesty he has guaranteed, in the event of proved dishonesty of the employee.

2. Rights against the Principal Debtor

(a) Right of Subrogation (stepping into the shoes of the original)

Where a surety has paid the guaranteed debt on its becoming due or has performed the guaranteed duty on the default of the principal debtor, he is invested with all the rights, which the creditor has against the debtor.

(b) Right to be indemnified

The surety has the right to recover from the principal debtor, the amounts which he has rightfully paid under the contract of guarantee.

2. Rights of Contribution

Where a debt has been guaranteed by more than one person, they are called as co-sureties. When a surety has paid more than his share, he has a right of contribution from the other sureties who are equally bound to pay with him.

LIABILITIES OF SURETY

- · The liability of a surety is called as secondary or contingent, as his liability arises only on default by the principal debtor.

- · But as soon as the principal debtor defaults, the liability of the surety begins and runs co-extensive with the liability of the principal debtor, in the sense that the surety will be liable for all those sums for which the principal debtor is liable. The creditor may file a suit against the surety without suing the principal debtor.

- · Where the creditor holds securities from the principal debtor for his debt, the creditor need not first exhaust his remedies against the securities before suing the surety, unless the contract specifically so provides.

DISCHARGE OF SURETY

1. By notice of revocation

2. By death of surety

2. By variance in terms of contract

4. By release or discharge of Principal Debtor

5. By compounding with, or giving time to, or agreeing not to sue, Principal Debtor

6. By creditor's act or omission impairing Surety's eventual remedy

7. Loss of Security

2.15 CONTRACT OF BAILMENT AND PLEDGE BAILMENT

[SECTIONS 148 –181]

What is 'Bailment'

- · When one person delivers some goods to another person under a contract for a specified purpose and when that specified purposes is accomplished the goods shall be delivered to the first person, it is known as Bailment

- · The person delivering the goods is called the "Bailor", and the person to whom goods are delivered is called the "Bailee".

CHARACTERISTICS OF BAILMENT

1. Delivery of Goods - it may be express or constructive (implied).

2. Contract.

2. Return of goods in specie.

KINDS OF BAILMENTS

- · Bailment may be classified as follows: -

1. Deposit - Delivery of goods by one man to another to keep for the use of the bailor.

2. Commodatum - Goods lent to friend gratis (free of charge) to be used by him.

2. Hire - Goods lent to the bailee for hire, i.e., in return for payment of money.

4. Pawn or Pledge - Deposit of goods with another by way of security for money borrowed.

5. Delivery of goods for being transported by the bailee - for reward.

DUTIES OF BAILOR

1. To disclose faults in the goods

2. Liability for breach of warranty as to title.

2. To bear expenses in case of Gratuitous bailments

4. In case of non-gratuitous bailments, the bailor is held responsible to bear only extra-ordinary expenses.

Ex-

A horse is lent for a journey. The ordinary expenses like feeding the horse etc., shall be borne by the bailee but in case horse falls ill, the money spent in his treatment will be regarded as an extra-ordinary expenditure and borne by the bailor.

DUTIES OF THE BAILEE

1. To take care of the goods bailed

2. Not to make unauthorised use of goods

2. Not to Mix Bailor's goods with his own

4. To return the goods bailed

5. To return any accretion to the goods bailed

RIGHTS OF BAILEE

1. The bailee can sue bailor for

(a) claiming compensation for damage resulting from non-disdosure of faults in the goods;

(b) for breach of warranty as to title and the damage resulting therefrom; and

(c) for extraordinary expenses.

2. Lien

2. Rights against wrongful deprivation of injury to goods

RIGHTS OF THE BAILOR

1. The bailor can enforce by suit all duties or liabilities of the bailee.

2. In case of gratuitous bailment (i.e., bailment without reward), the bailor can demand their return whenever he pleases, even though he lent it for a specified time or purpose.

TERMINATION OF BAILMENT

1. On the expiry of the stipulated period.

2. On the accomplishment of the specified purpose.

2. By bailee's act inconsistent with conditions.

FINDER OF LOST GOODS

- · Finding is not keeping. A finder of lost goods is treated as the bailee of the goods found as such and is charged with the responsibilities of a bailee, besides the responsibility of exercising reasonable efforts in finding the real owner.

- · However, he enjoys certain rights also. His rights are summed up hereunder

1. Right to retain the goods

2. Right to Sell -the finder may sell it:

(1) when the thing is in danger of perishing or of losing the greater part of its value;

(2) when the lawful charges of the finder in respect of the thing found, amount to $2/3^{rd}$ of its value.

2.16 PLEDGE

- · A pledge is the bailment of goods as security for payment of debt or performance of a promise. The person who delivers the goods, as security is called the 'pledgor' and the person to whom the goods are so delivered is called the 'pledgee'. The ownership remains with the pledgor. It is only a qualified property that passes to the pledgee.

- · Delivery Essential - A pledge is created only when the goods are delivered by the borrower to the lender or to someone on his behalf with the intention of their being treated as security against the advance. Delivery of goods may, however, be actual or constructive.

2.17 CONTRACT OF AGENCY

[SECTION 182 – 238]

Who is an 'Agent'

- · An agent is defined as a “person employed to do any act for another or to represent another in dealings with third person”. In other words, an agent is a person who acts in place of another. The person for whom or on whose behalf he acts is called the Principal.

- · Agency is therefore, a relation based upon an express or implied agreement whereby one person, the agent, is authorised to act for another, his principal, in transactions with third person.

- · The function of an agent is to bring about contractual relations between the principal and third parties.

WHO CAN EMPLOY AN AGENT

- · Any person, who is capable to contract may appoint as agent. Thus, a minor or lunatic cannot contract through an agent since they cannot contract themselves personally either.

WHO MAY BE AN AGENT

- · In considering the contract of agency itself (i.e., the relation between principal and agent), the contractual capacity of the agent becomes important.

HOW AGENCY IS CREATED

- · A contract of agency may be created by in any of the following three ways: -

(1) Express Agency

(2) Implied Agency

(3) Agency by Estoppel

(4) Agency by Holding Out

(5) Agency of Necessity

(6) Agency By Ratification

DUTIES OF AGENT

1. To conduct the business of agency according to the principal’s directions

2. The agent should conduct the business with the skill and diligence that is generally possessed by persons engaged in similar business, except where the principal knows that the agent is wanting in skill.

3. To render proper accounts.

4. To use all reasonable diligence, in communicating with his principal, and in seeking to obtain his instructions.

5. Not to make any secret profits

6. Not to deal on his own account

7. Agent not entitled to remuneration for business misconducted.

8. An agent should not disclose confidential information supplied to him by the principal **[Weld Blundell v. Stephens** (1920) AC. 1956].

9. When an agency is terminated by the principal dying or becoming of unsound mind, the agent is bound to take on behalf of the representatives of his late principal, all reasonable steps for the protection and preservation of the interests entrusted to him.

RIGHTS OF AN AGENT

1. Right to remuneration

2. Right Of Retainer

2. Right of Lien

4. Right of Indemnification

5. Right to compensation for injury caused by principal's neglect

PRINCIPAL'S DUTIES TO AGENT

- · A principal is:

  (i) bound to indemnify the agent against the consequences of all lawful acts done by such agent in exercise of the authority conferred upon him;

  (ii) liable to indemnify an agent against the consequences of an act done in good faith.

  (iii) The principal must make compensation to his agent in respect of injury caused to such agent by the principal's neglect or want of skill.

TERMINATION OF AGENCY

1. By revocation by the Principal.

2. On the expiry of fixed period of time.

2. On the performance of the specific purpose.

4. Insanity or Death of the principal or Agent.

5. An agency shall also terminate in case subject matter is either destroyed or rendered unlawful.

6. Insolvency of the Principal. Insolvency of the principal, not of the agent, terminates the agency.

7. By renunciation of agency by the Agent.

Suggested Readings:

1)Avtar Singh , Company law, Lucknow, Eastern

2)Khergamwala J.S. The Negotaible Instrument Acts. Bombay, N.M. Tripathi.

3)Ramaiya, A.Guide to the Companies Act. Nagpur, Wadhwa.

4)Shah, S.M. Lectures on , Company Law. Bombay, N.M. Tripathi.

5) Tuteja S.K. business Law for Managers, New Delhi, Sultan Chand.