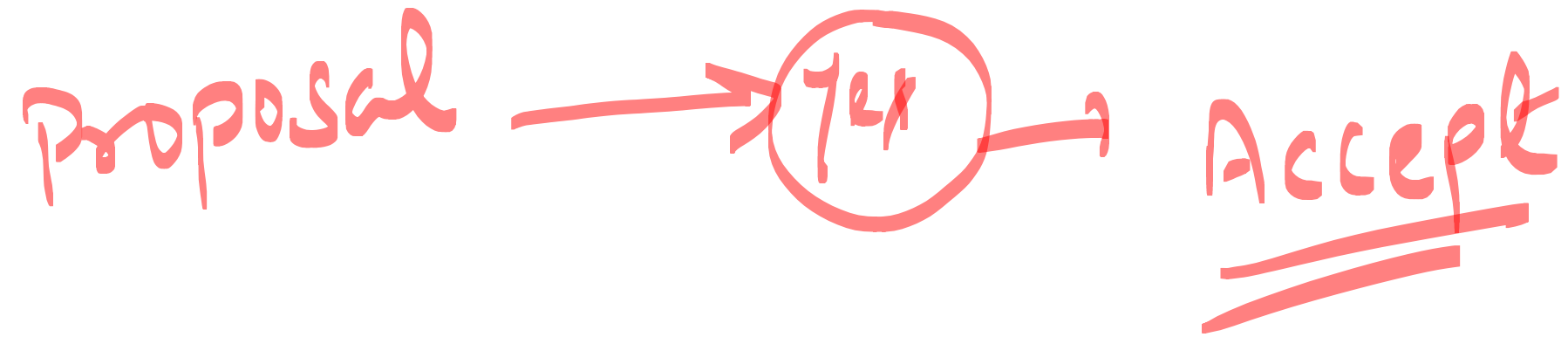




SAFALTA CLASS<sup>TM</sup>

An Initiative by **अमरउजाला**



## Keep the essentials needed for a valid contract on your finger tips:

1. An agreement is the result of a proposal or an offer by one party followed by its acceptance by the other.

Promissal  
Promissed

2. Agreement should be between the parties who are competent to contract.

3. There should be a lawful consideration and lawful object in respect of that agreement.

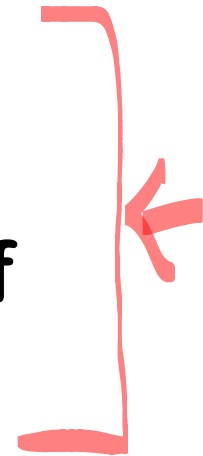
1872  
=

4. There should be free consent of the parties, when they enter into the agreement.

The term 'proposal' has been defined in Section 2(a) as follows:

(I.C.A. - 1872)

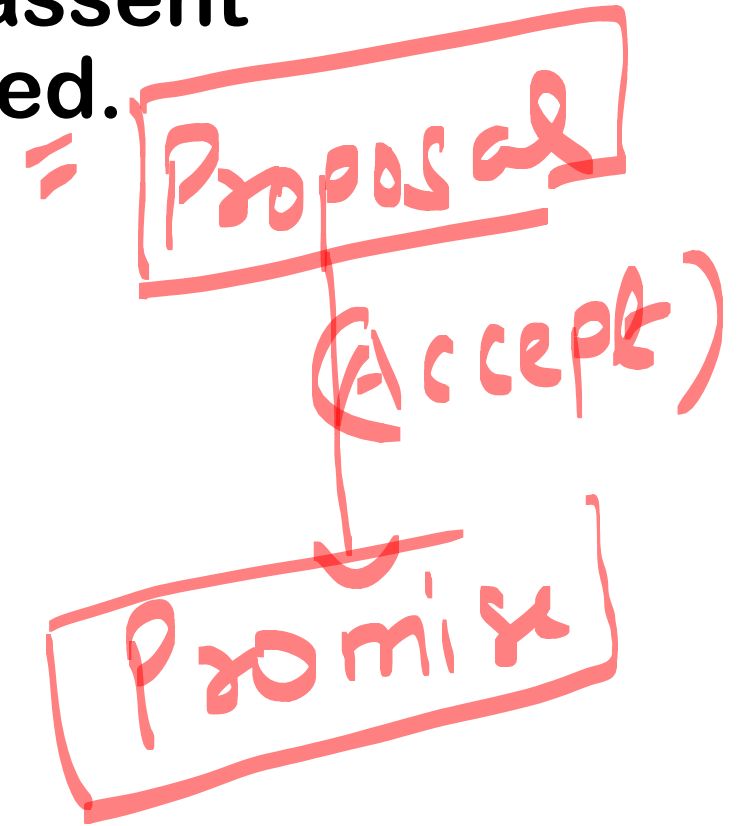
'When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal'.



## Acceptance:

According to Section 2(b), when the person to whom the proposal is made signifies his assent thereto, the proposal is said to be accepted.

A proposal, when accepted, becomes a promise.



**Do not forget the essentials of a valid acceptance.**

**In order that acceptance of an offer result in a contract, the acceptance must satisfy the following requirements:**

**1. Acceptance should be communicated by the offeree to the offeror.**

**2. Acceptance should be absolute.**



3. Acceptance should be made in some usual and reasonable manner, unless the proposal prescribes the manner of acceptance.

✓✓  
4. Acceptance should be made while the offer is still (subsisting).

# Consideration:

Section 2(d) of the Indian Contract Act defines consideration as under:

‘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 to abstain from doing something, such act or abstinence or promise is called a consideration for the promise’.

The definition requires the following essentials to be satisfied in order that there is valid consideration: 

1. Consideration to be given 'at the desire of the promisor'. 



**2. Consideration may be past, present or future, in so far as definition says that the promise:**

**(i) has done or abstained from doing, or**

**(ii) does or abstained from doing, or**

**(iii) promises to do or to abstain from doing, something.**

Action

3. There should be some act, abstinence or promise by the promisee, which constitutes consideration for the promise.

# Question No: 1

## Principle:

When a party to a contract has refused to perform, or disabled himself from performing his promise in its entirety, the other party shall not put an end to the contract.

Legal

## Facts:

A engaged B on April 12 to enter his service on June 1, but on May 11, A wrote to B that his services would not be needed. On May 22, B joined C for employment.

# Question No:

- (a) B cannot put the contract to an end.
- (b) B can put the contract to an end.
- (c) C can put his contract with B to an end.
- (d) A must pay damages to B.

Abundant

# Question No:

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# Question No: 2

## Principle:

An interest created, dependent upon a condition fails, if the fulfillment of the condition is impossible.

## Facts:

A promises to pay ` Ten Lakh to B on condition that he shall marry A's daughter C. At the date on which A gave ` Ten Lac to B, C was dead.

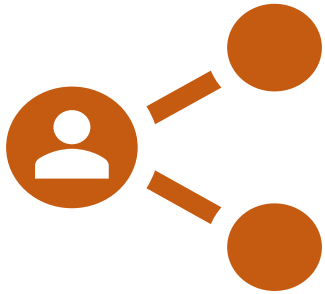
# Question No:

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- (a) B's interest fails**
- (b) B's interest fails because of immorality**
- (c) B's interest fails because of prohibition by law**
- (d) B's interest does not fail**



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