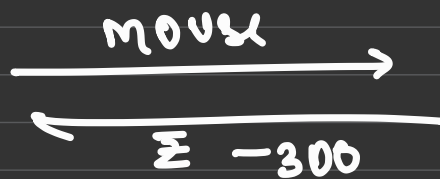
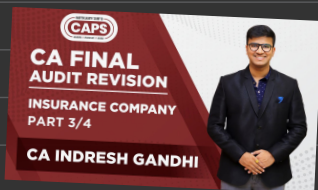
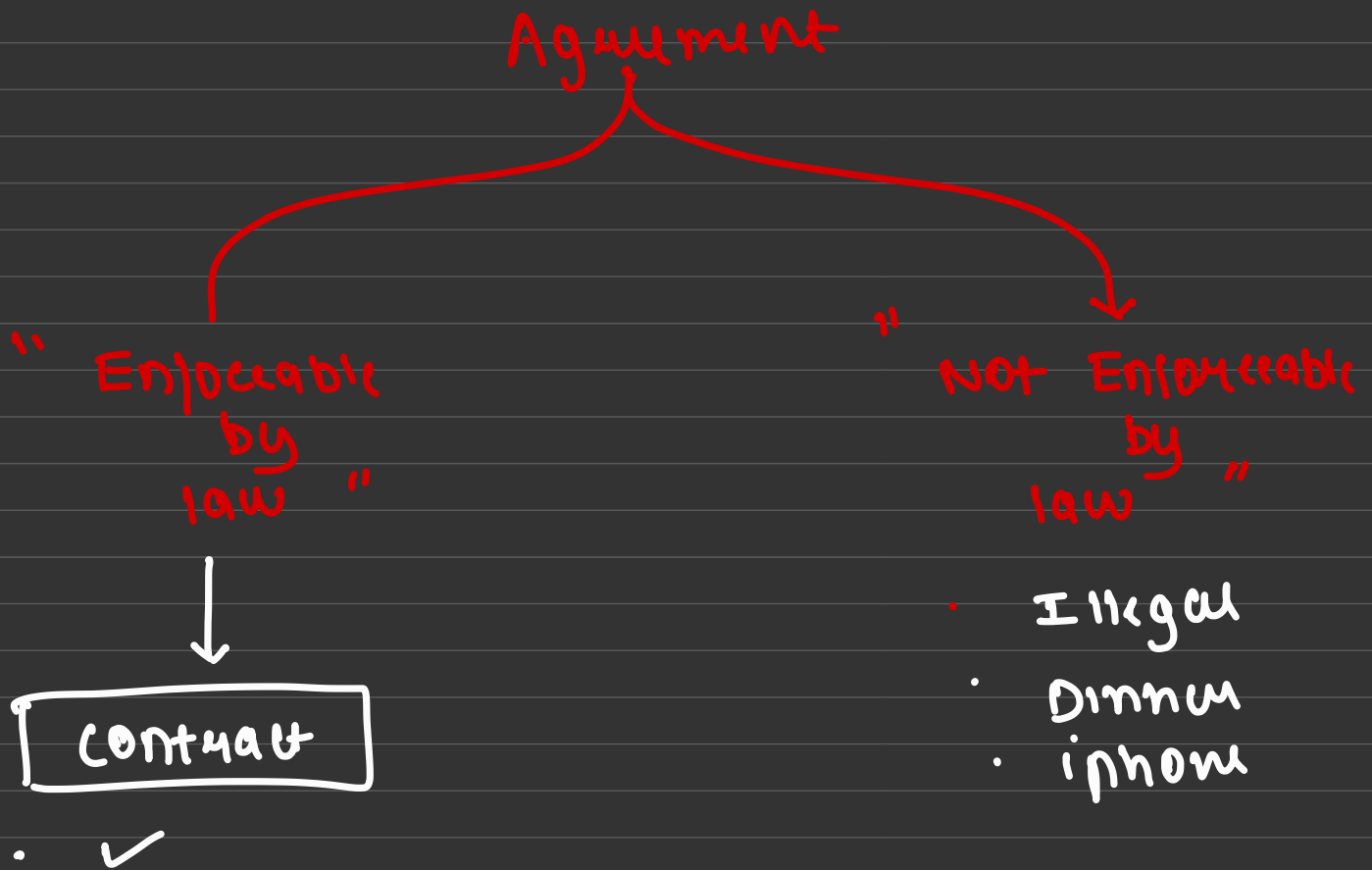


3

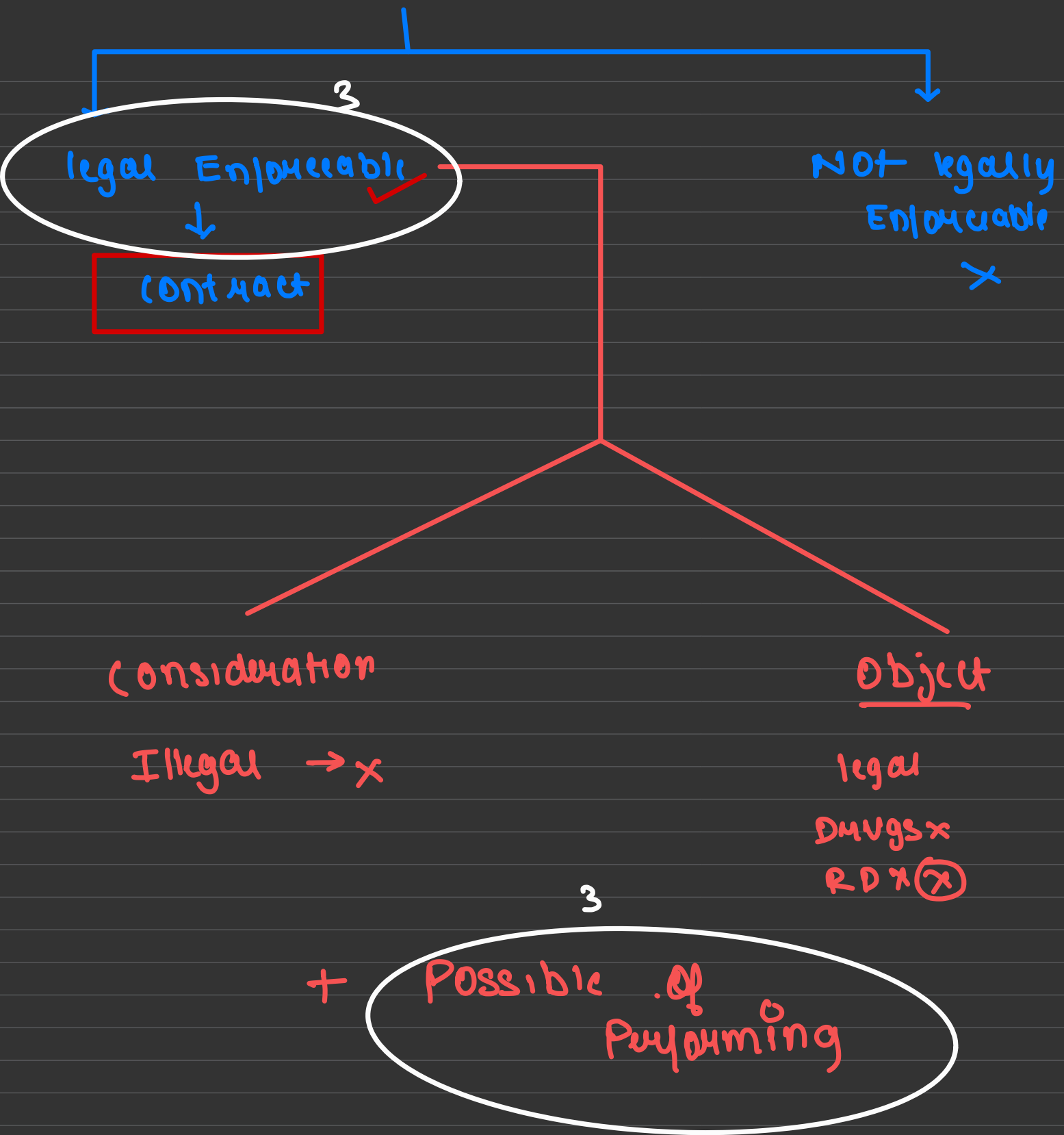
Social Agreement -



Nandisha

$$(\underbrace{O_1 + A_1}_{\text{Promise 1}}) + (\underbrace{O_2 + A_2}_{\text{Promise 2}}) = \text{Agreement}$$

Set of Promises



Sec 2(b)

when a person to whom proposal is made signifies his assent thereto, Proposal is said to be accepted. Accepted Proposal ← promise

2(c): Every promise and set of promises forming consideration for each other.

Example

(1)

(2)

Agreement + Enforceability

↓

= contract
sec 2(h)

Offer + Acceptance
proposal

"An agreement
enforceable by
law"

Essentials (Features of valid & characteristic of ")

Not given by section 10
(general)

② ✓

• two parties

⊙ ⇌ ⊙

- Intention to create legal obligation
- Other Formalities (written)
- Certainty
- Possibility of performance.

given by
section

① ✓

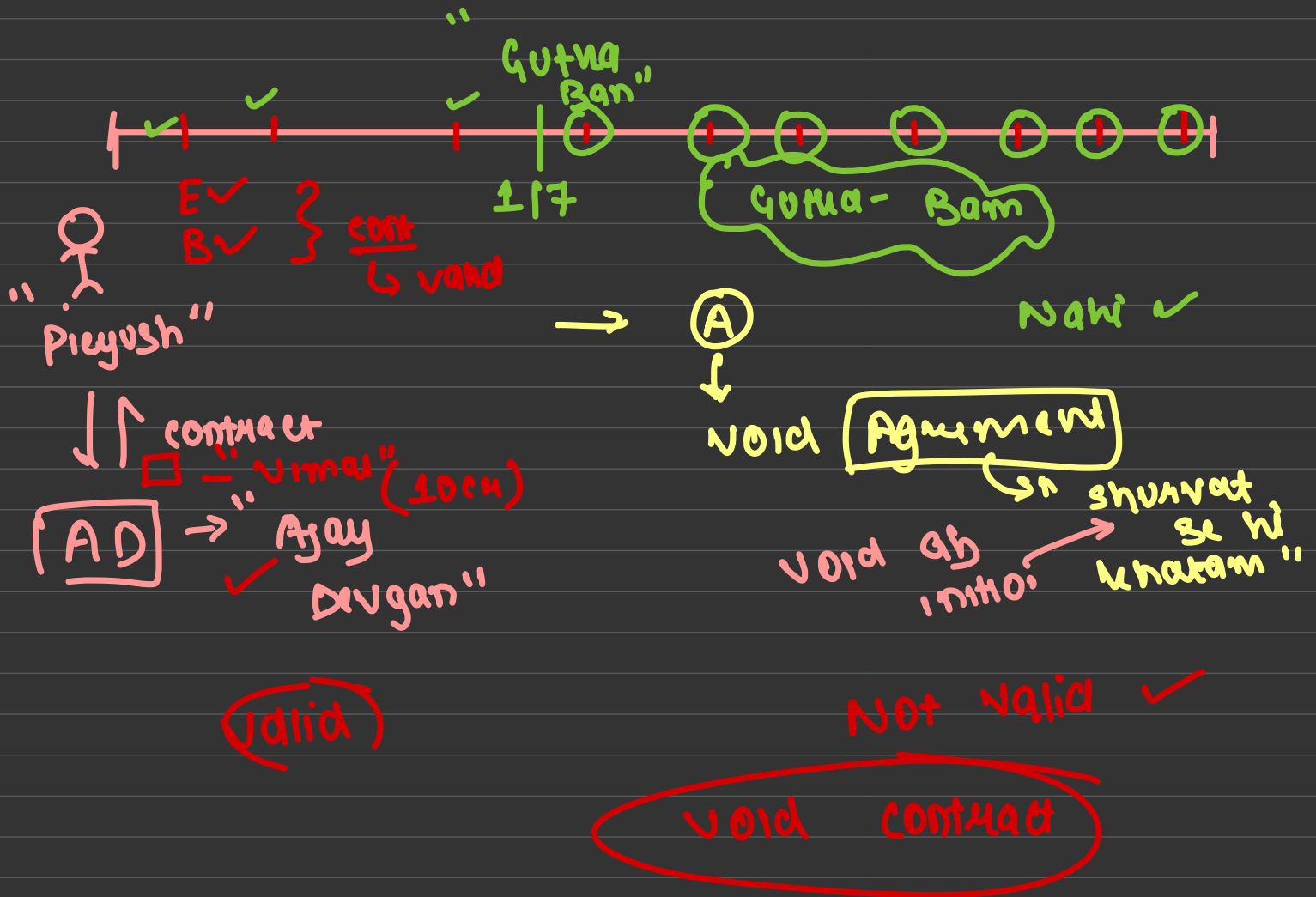
10
(Indian ©)

• offer and Accepta.
of agreement

- Free consent
- Capacity of parties
- Consideration lawfully given and object

a) valid contract

b) void contract

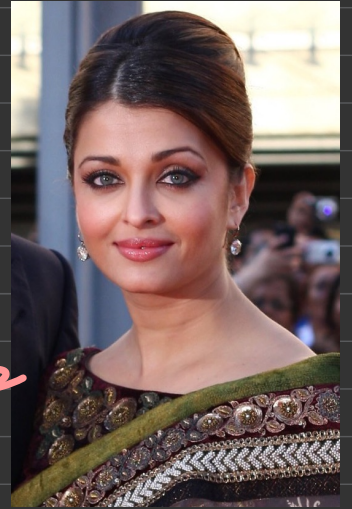


"Tenu Nam"

~~ushting~~



marriage



~~properties~~

3rd party to contract

"Aisa nhi chahunga"

(P)

suit by 3rd party to contract

void

consn by 3rd P

Valid

(man marzi se diya hua)

FREE CONSENT

=> consent which is given by ENTIRE willingness of only one person on his own is Full consent

eg. Iq damas mein aaye.

can be vitiated

coercion

Damage to Person or Property OR threat to damage to person/property is coercion

karke - murder
karke son - murder
phow - phod dunga.

(kidnapping - threat to damage)

undue Influence
when a superior person in contract take advantage of Inferior person to contract and

Influence in prejudicial manner.

Mistake

when a person unknowingly does a wrong is mistake.

Employer
↓
Employee
overrule

Teacher
↓
student
wrong teaching
wrong direction → (sona chandi)

Physical x
Mental ✓
Doctor
↓
Patient
✓ wrong treatment
saalon

Govt officer
↓
Public

"FREE CONSENT"

⇒ consent which is given by
Entire willing mind of only one
person or his own is Free
consent

can be vitiated
(Damage)

Coercion

Damage to Person or
Property
OR
Threat to Damage
to Person / Property.

undue Influence

when a Superior
Person in contract
take Advantage
of Inferior Person
to contract and
Influence in prejudicial
manner.

Mistake

when a
Person
unknowingly
do wrong
is mistake.

Employer
↓
Employee

Doctor
↓
Patient

Contractor
↓
labour

Father/m.
↓
son

COERSION.

committing
or
threatening
to
commit

Act,

Forbidden
by
IPC.

Unlawful
Detaining or
threatening
to
Detain

Any Property

Intention
↓
Enter into
contract

Immature
IPC
in
Force or
NOT

Effects

contract



VOIDABLE

money



Return.

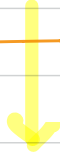
✓ Any Benefit Derived
+
RETURN



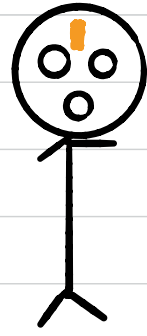
Champerly



Benefit x 50%



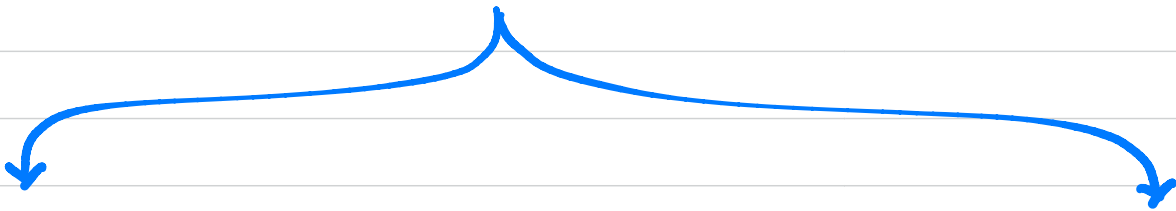
Again case (win)



"lawyer"

Benefit ✓

C/M



India law

England law

whether advance made for gambling litigation?

yes

no

VOID

mala fide intend

whether claim is of nature when NO suit is for to settle

NO

yes

VOID

VALID

VOID