



MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR
FACULTY OF LAW
FIRST SEMESTER BACHELOR OF ARTS AND LAWS INTEGRATED

(Session 2017-18)

PAPER – V (PAPER CODE - **BAL105**) : (PAPER NAME – **GENERAL PRINCIPLES OF LAW OF CONTRACT**)
I – SEMESTER

- UNIT-I** History and nature of contractual obligations-writs of debt, covenant and account-actions on the case and on assumptionist consideration-moral basis for contractual obligations subjective and objective theories sanctity of contracts.
- UNIT-II** Agreement and contract definitions, elements and different kinds.
- UNIT-III** Proposal and acceptance: Their various forms-essential elements, communication and revocation-proposal and invitations for proposal-floating offers-tenders-dumping of goods.
- UNIT-IV** Consideration. Nudum pactum-its need, meaning, kinds, essential elements-privy of contract and considerations-its exception adequacy of consideration-Present, past and adequate consideration, unlawful consideration and its effects Views of law commission of India on consideration-evaluation of the doctrine of consideration
- UNIT-V** Capacity to contract: Meaning-incapacity arising out of status and mental effect minor's agreements-definition of "minor"-accessories supplied to a minor-agreements beneficial and detrimental to a minor affirmation- ratification in cases by a person of an agreement made by him while he was a minor-agreements and estoppels-evaluation of the law relating to minors agreements-other illustrations of incapacity to contract.
- UNIT-VI** Free consent: Its need and definition-factors vitiating free consent
- 6.1: Coercion-definition-factors elements-duress and coercion-various illustrations of coercion-doctrine of economic duress-effect of coercion-evaluation of Sec.15.
- 6.2: Undue influence-definition-essential elements-between which influence-Independent advice-paradarhanashin women-unconscionable bargains effect of undue influence.
- 6.3: Misrepresentation-definition-misrepresentation of law and of fact-their effects and illustrations.
- 6.4: Fraud-definition-essential elements-suggestion-false suppressio veri-when does silence amounts to fraud? Active concealment of truth-importance of intention.
- 6.5: Mistake-definition-kinds-fundamental error-mistake of law and of fact-their effects-when does a mistake vitiate free consent and when does it not vitiate from consent?.
- UNIT-VII** Legality of objects
- 7.1: Void agreements-lawful and unlawful consideration and objects void. Voidable. Illegal and unlawful agreements and their effects.
- 7.2: Unlawful considerations and objects
- 7.2.1: Forbidden by law
- 7.2.2: Defeating the provision of any law

- 7.2.3: Fraudulent
- 7.2.4: Injurious to person or property
- 7.2.5: Immoral
- 7.2.6: Against public policy
- 7.3: Agreements without consideration
 - 7.3.1: Agreements without consideration
 - 7.3.2: Agreements in restraint of marriage
 - 7.3.3: Agreements in restraint of trade-its exceptions-sale of good will, sec.11 restrictions, under the partnership act, trade combinations exclusive dealing agreements, restraints on employees under agreements of service.
 - 7.3.4: Agreements in restraint of legal proceedings-its exceptions
 - 7.3.5: Uncertain agreements
 - 7.3.6: Wagering agreements-its exceptions

UNIT-VIII

Discharge of a contract and its various modes:

- 8.1: By performance-conditions of valid tender of performance-how? By whom? Where? When- in what manner? Performance of reciprocal promises-time essence of contract.
- 8.2: By breach-anticipatory breach and present breach.
- 8.3: Impossibility of performance-specific grounds of frustration-application to leases-theories of frustration-effect of frustration-frustration and restitution.
- 8.4: By period of limitation.
- 8.5: By agreement recession and alteration-their effect-remission and waiver of Performance extension of time-accord and satisfaction.

UNIT-IX

Quasi contracts or certain relations resembling those created by contract.

UNIT-X

Remedies in contractual relations.

- 10.1: Damages-kinds-remoteness of damages ascertainment of damages.
- 10.2: Injunction-when granted and when refused-why?
- 10.3: Refund and restitution
- 10.4: Specific performance-why? When?
- 10.5: Specific performance of contracts under Specific Relief Act 1969
- 10.6: Recession of contracts
- 10.7: Cancellation of instruments
- 10.8: Declaratory decrees
- 10.9: Preventive relief

SUGGESTED READINGS :

1. Indian Contract Act,1872 and Specific Relief Act, 1963 and their commentaries.
2. Guest-Anson. A.G. Law of Contract (24th Edn 1974)
3. Avtar Singh. Dr -Law of Contract.
4. Cheshire. G.C & Fifoor. H.S -The Law of Contract. (2 Edn. 1976).
5. Chitty- Chitty on contracts- General Principles Vol-I (22 Edn. 1977).
6. Kapur. J.L)Ed) Pollock and Mulla on the Indian Contract and Specific Relief Acts (9 Edn. 1972).

7. Dalal J.H (Ed) Mulla on the Indian Contract Act (10 Edn. 1977).
8. Krishnan Nair. M. Law of Contracts (3rd Edn. 1973)
9. Sen. G.M – Case Book on the Law of Contract (1970).
10. Treitel. G.H – Law of Contract (1962).
11. Venkatraman. S and Ramamurthy K. – Venkatesa Iyer. T.S Law of Contract (4th Edn, 1983).
12. Singhal. J.P and Subrahmanyam-Indian contract Act (Vol=I),
13. Relevant volumes of the Annual Survey published by the Indian law Institute.