

Contract means agreement + Enforceability

Promise + consideration Offer + acceptance

Book in sect 1-75 general principle of contract

Contract act 1872 =====

The Indian Contract Act, 1872, came into force on September 1, 1872. It was enacted by the legislature of pre-independence India to define and amend parts of the law relating to contracts, although some sections dealing with the sale of goods and partnership were later incorporated into separate Acts

1. ****Purpose of the Law of Contract****: The Indian Contract Act, 1872, aims to regulate agreements by defining legally enforceable contracts, ensuring clarity in obligations, rights, and remedies for parties.
2. ****Evolution of the Law****: Originating from English common law, the Act was enacted in 1872 to standardize contract principles in India, adapting to local commercial needs.
3. ****Scope of the Act****: It governs all contracts in India, covering essentials like offer, acceptance, consideration, and capacity, but excludes specific contracts (e.g., partnerships, sales) covered by other laws.
4. ****Purpose of Promise****: A promise is a commitment to perform or abstain from an act, forming the basis of a contract when accepted, ensuring mutual obligations.
5. ****Proposal (Offer)****: A proposal is an expression of willingness to contract on specific terms, made with the intention of obtaining assent (Section 2(a)).
6. ****Communication of Proposal****: A proposal is communicated when it reaches the offeree, becoming effective only when the offeree is aware of it (Section 4).
7. ****Acceptance****: Acceptance is the unqualified agreement to all terms of the proposal, creating a binding contract when communicated (Section 2(b)).
8. ****Communication of Acceptance****: Acceptance is complete when it is communicated to the offeror or when it is put into a course of transmission (Section 4).
9. ****Revocation of Proposal****: A proposal can be revoked before its acceptance is communicated, through notice, lapse of time, or failure of conditions (Section 5).
10. ****Revocation of Acceptance****: Acceptance can be revoked before it reaches the offeror, but once communicated, it binds both parties (Section 5).

- ***Balfour v. Balfour* or *Carlill v. Carbolic Smoke Ball Co.***. तथ्य: एक पति ने अपनी पत्नी से वादा किया कि जब वह चिकित्सा कारणों से इंग्लैंड में थी और वह काम के लिए सीलोन (अब श्रीलंका) में था, तो वह उसे मासिक भत्ता देगा। जब वह भुगतान करने में विफल रहा, तो पत्नी ने उस पर मुकदमा दायर किया।

*****types of offer.....

1. Offer and Acceptance (Sections 3-9)

Every contract starts with a valid [offer made by one party and its unqualified acceptance by the other](#). The terms of the offer should be clear, definite, and communicated to the offeree. Acceptance should mirror the terms of the offer without any modifications.

- **Example**: A house owner offers to sell a house for ₹50 lakh. The buyer agrees to purchase it at the offered price. This is an example of a valid offer and acceptance.

2. Intention to Create Legal Relations

For an agreement to be a contract, the parties need to intend to create legal obligations. Social or domestic agreements usually do not have that intention, whereas business agreements usually do. Although this is not stated in the Indian Contract Act, it is very much accepted.

- **Example:** The agreement between a landlord and tenant to rent a house has legal obligations, whereas the promise to go to a family dinner has no legal obligations.

3. Lawful Consideration (Section 2(d))

Consideration includes the valuation between the parties, including money, goods, services, and a promise. It is real; it must be legal and neither immoral nor prohibited by law.

- **Example:** In consideration of erecting an apartment, a contractor agrees to receive ₹20 lakh in cash. The money paid and the service of construction involved are proper considerations.

4. Capacity of Parties (Sections 11-12)

The parties to a contract shall have the legal capacity to do so. That is to say, they must not be minors, they shall be of sound mind and not disqualified by any law.

- **Example:** A 25-year-old with a sound mind making an agreement in partnership is legal. However, an agreement entered with a 16-year-old minor is illegal because they are below legal age.

5. Free Consent (Sections 13-19)

The contract should be a product of free consent, which is not induced by coercion, undue influence, fraud, misrepresentation, or mistake. In case there is no free consent, the contract is voidable at the option of the aggrieved party.

- **Example:** In case a person is threatened to sell his car, the contract can be declared voidable on the grounds of absence of free consent.

6. Lawful Object (Section 23)

The object of the contract must be lawful and not against public policy, immoral, or illegal. If the object is unlawful, the contract is void.

- **Example:** An agreement to smuggle goods is void since the object is illegal.

7. Certainty and Clarity (Section 29)

The terms of the contract must be clear and not vague or ambiguous. A contract with uncertain terms is void.

- **Illustration:** An agreement to deliver "a reasonable quantity of rice" is vague and void. But "100 kg of rice at ₹50 per kg" is a valid specification.

8. Possibility of Performance (Section 56)

The contract should have obligations that are capable of being performed. Contracts which require the performance of acts impossible to perform are void.

- **Example:** A contract to deliver goods to a place that has been destroyed by a natural disaster is void for the impossibility of performance.

9. Compliance with Legal Formalities

Some contracts are governed by specific legal formalities. They may be required to be in writing, signed, registered, or attested, depending on their nature. If these formalities are not complied with, then the contract becomes unenforceable.

- **Example:** A sale deed of immovable property is required to be in writing and registered under the law.

10. Agreement Not Expressly Declared Void (Sections 24-30)

A valid contract shall not fall within agreements expressed by the Indian Contract Act as declared to be void; like wagering agreements or those involving unlawful consideration and which restrict trade.

- **Illustration:** A betting contract has been declared to be void under section 30 as the law expressly declares it unenforceable.

All these materials given in Hindi also-

1. ****प्रस्ताव और स्वीकृति (धारा 3-9)**:** प्रत्येक अनुबंध एक वैध प्रस्ताव से शुरू होता है, जिसे एक पक्ष बनाता है और दूसरा पक्ष बिना शर्त स्वीकार करता है। प्रस्ताव के नियम स्पष्ट, निश्चित और स्वीकृतिकर्ता को सूचित होने चाहिए। स्वीकृति प्रस्ताव की शर्तों को बिना बदलाव के प्रतिबिंबित करती है।
 उदाहरण: मकान मालिक ₹50 लाख में मकान बेचने का प्रस्ताव देता है, और खरीदार उसी कीमत पर सहमत होता है। यह वैध प्रस्ताव और स्वीकृति का उदाहरण है।
2. ****कानूनी संबंध स्थापित करने का इरादा**:** अनुबंध के लिए पक्षों का कानूनी दायित्व बनाने का इरादा होना चाहिए। सामाजिक या पारिवारिक समझौतों में आमतौर पर यह इरादा नहीं होता, जबकि व्यावसायिक समझौतों में होता है।
 उदाहरण: मकान मालिक और किरायेदार के बीच किराए का समझौता कानूनी दायित्व बनाता है, जबकि पारिवारिक भोज के लिए वादा नहीं।
3. ****वैध प्रतिफल (धारा 2(d))**:** प्रतिफल में पक्षों के बीच मूल्य, जैसे धन, वस्तु, सेवा या वादा शामिल होता है। यह वास्तविक, कानूनी और अनैतिक या निषिद्ध नहीं होना चाहिए।
 उदाहरण: एक ठेकेदार ₹20 लाख में अपार्टमेंट बनाने का वादा करता है। धन और निर्माण सेवा वैध प्रतिफल हैं।
4. ****पक्षों की क्षमता (धारा 11-12)**:** अनुबंध करने वाले पक्षों में कानूनी क्षमता होनी चाहिए। वे नाबालिग, अस्वस्थ मस्तिष्क या कानून द्वारा अयोग्य नहीं होने चाहिए।
 उदाहरण: 25 वर्षीय स्वस्थ व्यक्ति का साझेदारी समझौता वैध है, लेकिन 16 वर्षीय नाबालिग का समझौता अवैध है।
5. ****स्वतंत्र सहमति (धारा 13-19)**:** अनुबंध स्वतंत्र सहमति से होना चाहिए, जिसमें जबरदस्ती, अनुचित प्रभाव, धोखाधड़ी, गलत बयानी या भूल न हो। सहमति न होने पर अनुबंध रद्द करने योग्य है।
 उदाहरण: धमकी देकर कार बेचने का समझौता स्वतंत्र सहमति के अभाव में रद्द करने योग्य है।
6. ****वैध उद्देश्य (धारा 23)**:** अनुबंध का उद्देश्य वैध, सार्वजनिक नीति के विरुद्ध, अनैतिक या गैरकानूनी नहीं होना चाहिए। गैरकानूनी उद्देश्य वाला अनुबंध शून्य है।
 उदाहरण: तस्करी का समझौता शून्य है क्योंकि उद्देश्य गैरकानूनी है।
7. ****निश्चितता और स्पष्टता (धारा 29)**:** अनुबंध के नियम स्पष्ट और अस्पष्ट नहीं होने चाहिए। अस्पष्ट नियमों वाला अनुबंध शून्य है।
 उदाहरण: "उचित मात्रा में चावल" देने का समझौता अस्पष्ट और शून्य है, लेकिन "100 किलो चावल ₹50 प्रति किलो" वैध है।
8. ****निष्पादन की संभावना (धारा 56)**:** अनुबंध के दायित्व निष्पादन योग्य होने चाहिए। असंभव कार्यों वाले अनुबंध शून्य हैं।
 उदाहरण: प्राकृतिक आपदा से नष्ट स्थान पर सामान पहुंचाने का अनुबंध असंभव होने के कारण शून्य है।
9. ****कानूनी औपचारिकताओं का पालन**:** कुछ अनुबंधों के लिए विशिष्ट औपचारिकताएं, जैसे लिखित रूप, हस्ताक्षर, पंजीकरण या सत्यापन आवश्यक हैं। इनके बिना अनुबंध अप्रवर्तनीय है।
 उदाहरण: अचल संपत्ति का विक्रय विलेख लिखित और पंजीकृत होना चाहिए।
10. ****स्पष्ट रूप से शून्य घोषित न होना (धारा 24-30)**:** वैध अनुबंध उन समझौतों में नहीं होना चाहिए जो भारतीय अनुबंध अधिनियम द्वारा शून्य घोषित हैं, जैसे सट्टेबाजी या व्यापार पर प्रतिबंध।
 उदाहरण: सट्टेबाजी का अनुबंध धारा 30 के तहत शून्य है क्योंकि इसे कानून स्पष्ट रूप से अप्रवर्तनीय मानता है।

Law of contract Offer / proposal. Definition

Sir William Anson's Actual Definition

Sir William Anson, in *Principles of the Law of Contract* (1879), defines an offer as:

"An offer is an expression by one party of his willingness to contract on certain terms with the intention that it shall become binding as soon as it is accepted by the person to whom it is addressed."

"प्रस्ताव" या "पेशकश" शब्द को सर विलियम एन्सन ने इस प्रकार परिभाषित किया है: यह शब्दों या आचरण के माध्यम से एक कानूनी रूप से बाध्यकारी अनुबंध में प्रवेश करने की इच्छा की अभिव्यक्ति है। यह स्पष्ट रूप से या निहित रूप से संकेत करता है कि यह प्रस्तावकर्ता पर तब बाध्यकारी हो जाता है जब इसे उस व्यक्ति द्वारा कार्य, संयम, या वचन के माध्यम से स्वीकार किया जाता है जिसे यह संबोधित है।

Definition as per Section 2(a) of the Indian Contract Act, 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."

जब कोई व्यक्ति किसी अन्य व्यक्ति को कुछ करने या न करने की अपनी इच्छा को, उस अन्य व्यक्ति की सहमति प्राप्त करने के उद्देश्य से, व्यक्त करता है, तो वह एक प्रस्ताव करने वाला कहा जाता है।

Classification of offer

Express offer. When an offer may be made by express in word spoken or written this is called as an express offer.

implied offer. Exp auto riksha or bus.

Option 1 (Direct and formal)

An implied offer is one that is not made through spoken or written words but is inferred from the conduct of the parties or the circumstances of the case.

Option 2 (More descriptive)

When the conduct of the parties or the circumstances of the case indicate an offer, without it being explicitly stated in words, this is known as an implied offer.

Option 3 (Example-based)

For example, when a bus runs on a particular route, it extends an implied offer to carry passengers for a specific fare. The offer is made by the company's conduct, not by express words.

What is an implied offer?

An implied offer is one of two types of offers, the other being an express offer, which is made using explicit words, either written or spoken. The concept of an implied offer is recognized in Section 9 of the Indian Contract Act.

Examples of implied offers:

- Boarding a bus: When a person boards a bus, they are implicitly agreeing to pay the fare to reach their destination.
- Ordering in a restaurant: A customer ordering food from a server creates an implied offer to pay for the meal they are served.
- Using an ATM: Withdrawing cash from an ATM implies a contract with the bank, obligating you to repay the amount.

Cross offer:- When two parties exchange offers in ignorance of the time of each other's offer. The offers are called cross offers.

Option 1 (Direct and Concise)

"When two parties, in ignorance of the other's offer, exchange identical offers at the same time, the offers are called cross-offers".

Option 2 (More formal)

"Cross-offers occur when two parties independently and without knowledge of each other's offer make the same offer to one another simultaneously".

Option 3 (Expanded for detail)

"If two parties, unaware of the other's proposal, make identical offers to each other that 'cross' in the post or during transmission, they are known as cross-offers. Because there is no acceptance of either offer, no contract is formed".

Key correction points

- "Ignorance of the time of each other's offer": This phrasing is a bit clunky. Using "in ignorance of each other's offer" is more standard and clear.
- "Exchange offers": While true, it is more precise to state that they "exchange identical offers".
- "Simultaneously": Adding this word emphasizes that the offers are made at roughly the same time, though not necessarily at the exact same second.

Example case story

The case of Tinn v. Hoffmann & Co. (1873) is a classic example in contract law illustrating the principle of cross-offers. The court ultimately held that no binding contract was formed because an offer cannot be accepted if the person accepting it is unaware of the offer at the time of their own identical, but independent, proposal.

The facts of the case

- On the same day, both Tinn and Hoffmann & Co. sent letters through the post regarding the purchase and sale of iron. Offered to sell 800 tons of iron to Tinn for 69 shillings per ton. The letter requested a reply via post. Was sent to Hoffmann & Co., offering to buy iron at the same rate of 69 shillings per ton.

The case of Tinn v. Hoffmann & Co. established that cross-offers do not form a binding contract. For an agreement to be legally enforceable, there must be a clear sequence of an offer being made and then accepted by the other party with knowledge of that offer.

As per my personal opinion that this type of cross offer not made in current time. Because in our time no letter post is required.

Why cross-offers are rare today

For a cross-offer to occur, both parties must make identical offers in mutual ignorance of the other's offer. Modern technology significantly reduces the communication delay that caused this to happen historically.

- Instantaneous communication: With instant messaging and phone calls, an offer is communicated immediately. For instance, if you call someone to offer a price, you will know their response within moments, making a simultaneous, identical offer highly unlikely.
- Time zone differences: While cross-offers are more difficult with modern communication, they are not impossible. A cross-offer could arise if parties in different time zones, or under unreliable communication conditions, make nearly simultaneous offers.

Examples of modern cross-offers

- Email communication: A cross-offer could still happen with email, though it would require a very specific set of circumstances. For example, if two companies decide to send identical offers to each other at the same time, before either has received the other's message, it could be a cross-offer.
- Automated systems: The principle of cross-offers could also apply to automated systems. If two companies' systems send out identical offers to each other at the same time, without knowledge of the other's offer, a cross-offer situation arises.
- Unclear communication: In some cases, a cross-offer could arise from a lack of clarity in communication, especially where parties are not negotiating in real-time.

Counter offer It is like a bargaining type offer.

When the offeree offers to qualified acceptance of the offer subject to modification and variations in terms of original offer it is called a counter offer.

Counter offer amount to rejection of original offer and making a new offer.

Example case Hyde vs wrench

The case of Hyde v. Wrench (1840) is a foundational case in contract law, establishing the critical principle that a counter-offer terminates the original offer. The original offer cannot be revived and accepted once it has been rejected via a counter-offer.

The facts of the case Mr. Wrench offered to sell his farm to Mr. Hyde for £1,200, which Hyde declined.

Wrench then made another offer to Hyde, this time to sell the farm for £1,000. Counter-offer: Instead of accepting the £1,000 offer, Hyde responded with a letter offering to buy the farm for £950. Wrench considered this new offer but then rejected it, informing Hyde he would not sell for £950. Upon hearing Wrench's refusal, Hyde wrote back, agreeing to buy the farm for the original £1,000.

Lord Langdale's reasoning: Legal principle established

The case is highly significant in contract law for establishing the following principle, which is also reflected in Section 7 of the Indian Contract Act:

- Acceptance must be absolute and unqualified. Any deviation from the original offer's terms constitutes a counter-offer, which is a rejection of the original offer.
- A counter-offer kills the original offer. Once a counter-offer is made, the original offer is no longer valid, and the offeree cannot go back and accept it later unless the offeror renews it.

Specific offer. When offer is made to a specific person or a specify class of person it is known as specific offer.

An such offer can be accepted by that person or class of person only.

general offers like an advertisement

When an offer made to the world at large, the public in general it is called a general offer.

Such an offer may be accepted by any one and when the certain person accepts it. It results in a contract.

Option 1 (Simple and direct)

"A general offer is one made to the public at large, or the public in general. Such an offer can be accepted by anyone who performs the conditions of the offer, resulting in a contract with that person."

Option 2 (More detailed)

"When an offer is made to the world at large, it is called a general offer. It can be accepted by any person who, with knowledge of the offer, comes forward and performs the condition of the proposal. A binding contract is then formed between the person who made the offer and the person who accepted it."

Key improvements

- "the public in general it is called a general offer": This is a bit redundant. The corrected version uses a comma and removes the unnecessary repetition.
- "when the certain person accepts it": The corrected version clarifies that a contract is formed with the *specific person* who performs the conditions.
- Case precedent: The landmark case of *Carlill v. Carbolic Smoke Ball Co. (1893)* is the leading authority on general offers, establishing that an offer can be made to the public at large, and acceptance occurs by performance.

Details case history is given

The landmark case of Carlill v. Carbolic Smoke Ball Co. (1893) is a pivotal English contract law decision that established the enforceability of unilateral contracts made through public advertisements. The court ruled that

an advertisement can constitute a binding offer to the world at large, which is accepted by anyone who performs its conditions.

Facts of the case

In 1891, the Carbolic Smoke Ball Company advertised that its smoke ball could prevent influenza if used as directed. To show their sincerity, they stated they had deposited £1,000 in a bank and promised to pay £100 to anyone who used the smoke ball and still got the flu. Mrs. Louisa Carlill used the product as instructed, contracted influenza, and sought to claim the reward. The company refused to pay, arguing the advertisement was not a binding offer.

standing offers like tender

An offer is allowed to remain open for acceptance over a period of time is known as a standing offer.

A standing offer (also known as an open or continuing offer) is an offer that remains open for acceptance over a specified period. It is different from a regular offer because it is not a one-time proposal but a continuous offer to supply goods or services as and when an order is placed.

Key characteristics

- Ongoing nature: It remains open for acceptance over a specific duration, allowing the offeree to place multiple orders within that time frame.
- Not a binding contract initially: A standing offer, by itself, is not a contract. It only becomes a binding contract for each specific order that is placed and accepted.
- Tenders as standing offers: A common example is when a company or government body invites tenders for the supply of goods or services for a period (e.g., a year). The accepted tender then becomes a standing offer.
- Can be revoked: A standing offer can be revoked or withdrawn by the offeror at any time before an order has been placed, provided the revocation is communicated to the offeree. However, once an order is placed, the standing offer cannot be revoked for that specific quantity.

Case law example

The case of **Bengal Coal Co. v. Homee Wadia & Co. (1899)** is a relevant example.

- Facts: The Bengal Coal Co. agreed to supply a certain amount of coal to Homee Wadia & Co. at an agreed price over a 12-month period, as and when required.
- Outcome: The court held that the offer was a standing offer. A contract was only formed each time Homee Wadia & Co. placed a specific order for a certain quantity of coal.

Standing offer agreements

While the initial standing offer itself is not a contract, the agreement to establish the standing offer can include legally binding terms. In these cases, the agreement pre-approves a supplier to provide goods or services at predetermined prices and terms. A binding contract is then formed when the buyer issues a specific "call-up" or purchase order under the standing offer agreement.

Essential offer valid offer.

What is the main elements of offer.

1. Capable of creating legal relationship (offer must be such that it should create legal relationship).

Ref case. **Here is the case history for *Balfour v. Balfour***, the case you were likely referring to, which is a foundational case for the concept of "intention to create legal relations" in contract law.

Facts of the case

- The case involved a married couple, Mr. and Mrs. Balfour, who were living in Ceylon (modern-day Sri Lanka), where Mr. Balfour worked. In 1915, they returned to England while Mr. Balfour was on leave. Mrs. Balfour was diagnosed with rheumatic arthritis and was advised by a doctor to stay in England for treatment. Before returning to Ceylon alone, Mr. Balfour promised to pay his wife £30 per month for her support. This agreement was made while the couple was still on amicable terms. The couple's relationship later soured, and they eventually separated and divorced. Mr. Balfour stopped making the monthly payments, and Mrs. Balfour sued him for breach of contract to enforce the agreement.

Judgment and legal principle

- First Instance: The lower court initially ruled in favor of Mrs. Balfour, finding the agreement to be a legally binding contract. Court of Appeal (Overruling): Mr. Balfour appealed, and the Court of Appeal unanimously overturned the lower court's decision, ruling that there was no enforceable contract. Lord Justice Atkin's Reasoning: The court, led by Lord Justice Atkin, held that the agreement was a domestic or social arrangement made between spouses, not a legally binding contract. He stated that agreements of this kind are often made "without any intention of creating legal relations". The court's reasoning was that if such informal agreements were enforceable, the courts would be overwhelmed with countless trivial and personal disputes.

2. **Offer maybe express or employed** Example (auto rikshaw ala)

3 **offers must be certain definite and not vogue.**

Ref case.

The case you are referring to is ***Taylor v Portington (1855)***, a classic contract law case establishing that the terms of an agreement must be certain and not vague in order to be legally enforceable.

Facts of the case

- The plaintiff (Taylor) offered to rent a house from the defendant (Portington).
- The offer specified a lease of three years at an annual rent of £285.
- The agreement was conditional upon the house being "put into thorough repair and the drawing rooms handsomely decorated according to the present style".

4 **Offer must be communicated to offeree.**

Offeree know the offer must important.

The case of ***Lalman Shukla v. Gauri Dutt (1913)*** is a landmark judgment of the Allahabad High Court that established a fundamental principle of contract law in India: an offer must be communicated to the offeree for a valid contract to be formed, and an act performed without knowledge of the offer cannot be considered its acceptance.

Facts of the case

- Missing Nephew: Gauri Dutt's nephew went missing from his home in Kanpur.

Issue before the court

The central issue was whether a valid contract existed between Lalman Shukla and Gauri Dutt. Specifically, the court had to determine if Lalman was entitled to the reward, given that he was unaware of the offer at the time he found the boy.

Judgment and legal principle

5 **Offer must be made with a view to obtaining the acceptance the assent of other party.**

प्रस्ताव दूसरे पक्ष की सहमति प्राप्त करने के उद्देश्य से किया जाना चाहिए।

6 **an offer must be positive or negative.**

7 **an offer maybe conditional.**

Ref case

The case you are referring to is ***Thompson v London, Midland and Scottish Railway Co Ltd [1930]*** 1 KB 41, a landmark English contract law case on the incorporation of exclusion clauses.

Facts of the case

- The Ticket: Mrs. Thompson was an illiterate woman who was traveling on an excursion ticket given to her by her niece. The Condition: The front of the ticket had the words "Excursion. For conditions see back," and the back referred to the railway's timetables and excursion bills. These timetables, available for purchase, contained a clause excluding the railway's liability for any personal injury, however caused. The Injury: Mrs. Thompson was injured when she fell on a slippery ramp while disembarking from the train. The Claim: She sued the railway company for negligence, arguing that the exclusion clause was not part of her contract because she could not read.
- 8 **Offer is not a mere statement. (mere means 15 lac jumla by amit shah)**
 - 9 **Offer should not be a cross offer.**
 - 10 **Offer must be printed documents.**
 - 11 **offer may be specific or general.**

Case history

Carlill v. Carbolic Smoke Ball Company (1893) is a landmark English contract law case

This case is same like above case like lalman vs gouri dutt 1913

One more ref case is

The case of ***Fitch v. Snedaker (1868)*** is a landmark American contract law case that established the rule that a person cannot accept a unilateral offer (a promise in exchange for a specific performance) unless they have prior knowledge of the offer. An act performed in ignorance of an offer is not a valid acceptance.

This case is often discussed alongside the Indian case of *Lalman Shukla v. Gauri Dutt*, which followed the same principle.

Facts of the case

In 1859, following a murder, both the Governor of New York and the local sheriff, Adrastus Snedaker, offered rewards for information leading to the apprehension and conviction of the murderer. The plaintiffs, Fitch and Jones, provided crucial information that led to an arrest and eventual conviction. However, one of the plaintiffs, Jones, had initially provided information before the sheriff's reward was announced. The plaintiffs continued to provide assistance without being aware of the sheriff's reward offer when they provided the initial key information.

***Fitch v. Snedaker* is a key case in contract law**, establishing that knowledge of an offer is essential for acceptance, particularly in unilateral contracts like reward offers. The court distinguished it from the English case *Williams v. Carwardine*, clarifying that while the motive for providing information might not be critical, knowledge of the offer and subsequent assent are necessary. The case reinforces the principle that an offeree's action must be a response to the offer to form a valid contract.

Question in paper for offer look like this.

What is offer?

Answer make like this : - Type of offer, Essential, characteristic of offer, Revocation of offer.

in **Section 2(a) of the Indian Contract Act, 1872.**

Section 2(a) of the Indian Contract Act defines a proposal, which is the Indian legal term for an offer.

It states: "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". This definition emphasizes expressing willingness to act or abstain with the goal of getting the other person's agreement.

Anson's definition of offer

Sir William Anson's work, known for its focus on contract law, provides a common-law perspective on offers. Anson defined an offer as one party indicating their willingness to enter an agreement on specific terms, intending to be bound once the other party accepts.

Revocation of offer rule 5

Revocation means cancelation or withdrawal of offer. And offer can be revoked at any time before the communication of acceptance is complete against the offer but no after word.

According to section 6 of the act give the following condition for the revocation of over.

When can an offer be revoked?

According to Section 5 of the Indian Contract Act, 1872, a proposal can be revoked at any time before the communication of its acceptance is complete as against the proposer, but not afterwards.

- Communication of revocation: The revocation is considered complete against the person who makes it when it is put into a course of transmission, and against the person who receives it when it comes to their knowledge.
- Example: A proposes to sell his car to B by a letter sent by post on March 1st. B receives the letter on March 3rd and posts a letter of acceptance on March 5th. A sends a telegram revoking his offer on March 4th, which B receives on March 6th.

Revocation is valid: Since the telegram of revocation reached B before he had posted his acceptance, the revocation is valid.

Revocation is invalid: If B had posted his acceptance on March 2nd (before receiving the revocation), A's revocation would be ineffective, as the acceptance would have been complete against A the moment B posted it.

Modes of revocation

Section 6 of the Indian Contract Act outlines the different ways an offer can be revoked:

1. By communication of notice: The most direct way is for the offeror to communicate their withdrawal of the offer to the offeree.
2. By lapse of time: If the offer specifies a time limit for acceptance, the offer lapses automatically once that time expires. If no time is specified, it lapses after a "reasonable time".
3. By non-fulfillment of a condition: If the offer is made subject to a condition, and the offeree fails to fulfill that condition before acceptance, the offer is revoked.
4. By death or insanity: If the offeror dies or becomes of unsound mind before the offeree accepts, and the offeree becomes aware of this fact, the offer is revoked.

5. By a counter-offer: When the offeree makes a counter-offer, the original offer is automatically rejected and revoked.

Consequences of revocation

- Valid revocation: If an offer is validly revoked, it simply lapses, and no contract can be formed. Any attempt by the offeree to accept it later is legally ineffectual.
- Invalid revocation: If a revocation is not properly or timely communicated, it is invalid, and a binding contract is formed upon the offeree's acceptance. The offeror would then be in breach of contract if they do not perform their promise.

प्रस्ताव का खंडन (Revocation of Offer) भारतीय संविदा अधिनियम, 1872 के अनुसार

प्रस्ताव का खंडन, प्रस्तावकर्ता द्वारा प्रस्ताव को वापस लेना है, इससे पहले कि वह कानूनी रूप से प्रस्ताव-ग्रहीता द्वारा स्वीकार किया जाए। जिस क्षण एक प्रस्ताव स्वीकार हो जाता है, वह एक बाध्यकारी समझौता बन जाता है, और खंडन करना संभव नहीं होता।

प्रस्ताव का खंडन कब किया जा सकता है?

भारतीय संविदा अधिनियम, 1872 की धारा 5 के अनुसार, किसी प्रस्ताव का खंडन, उसकी स्वीकृति की संसूचना के पूरा होने से पहले किसी भी समय किया जा सकता है, लेकिन उसके बाद नहीं।

- खंडन की संसूचना: खंडन, करने वाले व्यक्ति के विरुद्ध तब पूरा माना जाता है जब उसे प्रेषण के क्रम में रखा जाता है, और प्राप्त करने वाले व्यक्ति के विरुद्ध तब पूरा माना जाता है जब वह उसकी जानकारी में आता है।
- उदाहरण: क 1 मार्च को डाक द्वारा एक पत्र भेजकर ख को अपनी कार बेचने का प्रस्ताव करता है। ख 3 मार्च को पत्र प्राप्त करता है और 5 मार्च को स्वीकृति का पत्र डाक से भेजता है। क 4 मार्च को अपना प्रस्ताव वापस लेने का एक टेलीग्राम भेजता है, जो ख को 6 मार्च को मिलता है।
 - खंडन वैध है: चूंकि खंडन का टेलीग्राम ख तक उसके स्वीकृति पत्र भेजने से पहले पहुँच गया था, इसलिए खंडन वैध है।
 - खंडन अवैध है: यदि ख ने 2 मार्च को अपना स्वीकृति पत्र भेज दिया होता (खंडन प्राप्त करने से पहले), तो क का खंडन अप्रभावी होता, क्योंकि ख द्वारा डाक से भेजते ही स्वीकृति क के विरुद्ध पूरी हो जाती।

खंडन के तरीके

भारतीय संविदा अधिनियम की धारा 6 में उन विभिन्न तरीकों को रेखांकित किया गया है जिनसे एक प्रस्ताव का खंडन किया जा सकता है:

1. सूचना की संसूचना द्वारा: सबसे सीधा तरीका है कि प्रस्तावकर्ता प्रस्ताव-ग्रहीता को प्रस्ताव की वापसी की सूचना दे।
2. समय की समाप्ति से: यदि प्रस्ताव में स्वीकृति के लिए एक समय सीमा निर्दिष्ट है, तो वह समय समाप्त होते ही प्रस्ताव स्वतः ही समाप्त हो जाता है। यदि कोई समय निर्दिष्ट नहीं है, तो वह एक "उचित समय" के बाद समाप्त हो जाता है।
3. किसी शर्त के पूरा न होने से: यदि प्रस्ताव किसी शर्त के अधीन है, और प्रस्ताव-ग्रहीता स्वीकृति से पहले उस शर्त को पूरा करने में विफल रहता है, तो प्रस्ताव रद्द हो जाता है।
4. मृत्यु या पागलपन से: यदि प्रस्तावकर्ता की मृत्यु हो जाती है या वह विकृत चित्त का हो जाता है और प्रस्ताव-ग्रहीता को इस तथ्य की जानकारी हो जाती है, तो प्रस्ताव रद्द हो जाता है।
5. प्रति-प्रस्ताव द्वारा: जब प्रस्ताव-ग्रहीता एक प्रति-प्रस्ताव करता है, तो मूल प्रस्ताव स्वतः ही अस्वीकृत और रद्द हो जाता है।

खंडन के परिणाम

- वैध खंडन: यदि एक प्रस्ताव वैध रूप से रद्द कर दिया जाता है, तो वह केवल समाप्त हो जाता है, और कोई अनुबंध नहीं बन सकता है। प्रस्ताव-ग्रहीता द्वारा इसे बाद में स्वीकार करने का कोई भी प्रयास कानूनी रूप से अप्रभावी होता है।

- अवैध खंडन: यदि खंडन ठीक से या समय पर सूचित नहीं किया जाता है, तो वह अवैध है, और प्रस्ताव-ग्रहीता की स्वीकृति पर एक बाध्यकारी अनुबंध बनता है। यदि प्रस्तावकर्ता अपने वादे का पालन नहीं करता है तो वह अनुबंध का उल्लंघन करने का दोषी होगा।