

Perfect  For exam revision, a **tabular format** works best.

Here's a **Contract Act, 1872 (Sections 2–22)** table with **Provision → Explanation → Case Law → Effect** so you can quickly revise before your paper.

 **Indian Contract Act, 1872 – Sections 2 to 22 (Revision Table)**

Section	Provision	Explanation	Case Law	Effect
2	Definitions	Defines Proposal, Promise, Agreement, Contract, Void, Voidable, Consent, Free Consent, Consideration	<i>Mohori Bibee v. Dharmodas Ghose (1903)</i> – Minor's contract void	Foundation of contract law
3	Communication	Proposal, acceptance, revocation must be communicated	–	Communication is essential
4	When complete	Proposal → when reaches offeree; Acceptance → complete when posted (against proposer) & when received (against acceptor); Revocation → complete when communicated	<i>Bhagwandas Goverdhanas Kedia v. Girdharilal (1966)</i>	Timing of acceptance/revocation crucial
5	Revocation of proposals & acceptances	Proposal may be revoked any time before acceptance complete against proposer; Acceptance may be revoked before complete against acceptor	–	Flexibility until completion
6	Modes of revocation	By notice, lapse of time, failure of condition, death/insanity	–	Proposal not eternal
7	Acceptance must be absolute	Must be unqualified, unconditional, communicated in usual manner	<i>Hyde v. Wrench (1840)</i> – Counter offer destroys original offer	Conditional acceptance = no contract
8	Acceptance by performance	If offeror prescribes act → performance = acceptance	–	Conduct may amount to acceptance

Section Provision	Explanation	Case Law	Effect
9 Express & Implied promises	Promise may be by words (oral/written) or by conduct	<i>Brogden v. Metropolitan Railway Co.</i>	Contracts may be implied
10 What agreements are contracts	Free consent, competent parties, lawful consideration & object, not void	—	Agreement enforceable by law
11 Competent to contract	Major, sound mind, not disqualified	<i>Mohori Bibee case</i>	Minor's contract void
12 Sound mind	Capable of understanding and forming rational judgment	<i>Inder Singh v. Parmeshwardhari Singh</i>	Lunatic's contract valid only when of sound mind
13 Consent	Meeting of minds → Consensus ad idem	—	Essential for agreement
14 Free consent	Not caused by coercion, undue influence, fraud, misrepresentation, mistake	—	Ensures fairness
15 Coercion	IPC-forbidden act, unlawful detention of property	<i>Ranganayakamma v. Alwar Setti (1889)</i> दरक़ युत्र (adopted son)	Contract voidable
16 Undue influence	Dominating will to gain unfair advantage	<i>Mannu Singh v. Umadat Pande – Guru संपत्ति मुझे दान कर दो।</i>	Contract voidable
17 Fraud	False statement, concealment, promise without intent	<i>Derry v. Peek (1889)</i>	Contract voidable
18 Misrepresentation	Positive assertion not warranted but believed true	<i>Smith v. Land & House Property Corp. (1884)</i>	Contract voidable
19 Voidability of agreements w/o free consent	Caused by coercion, fraud, misrep. → voidable	—	Option with aggrieved party
19A Undue influence	Court may set aside	—	Judicial protection

Section Provision	Explanation	Case Law	Effect
20 Mistake of fact (both parties)	Agreement void if both under mistake of essential fact	<i>Couturier v. Hastie</i> (1856)	Void contract
21 Mistake of law	Mistake of Indian law = no excuse; foreign law = mistake of fact	—	Indian law mistake not valid ground
22 Mistake by one party	Unilateral mistake → contract not voidable	<i>Tarsem Singh v. Sukhminder Singh</i> (1998)	Only bilateral mistake matters

Exam Practice Questions

Short Notes (5 Marks)

1. Define Free Consent.
2. Distinguish between Fraud and Misrepresentation.
3. What is the difference between Bilateral and Unilateral mistake?

Long Answer (15 Marks)

1. Discuss the rules relating to communication, acceptance, and revocation of proposals under Sections 3–6 with relevant case law.
2. What do you mean by “Consent” under Section 13? When is consent said to be free? Explain with illustrations.
3. Explain the law relating to Mistake (Sections 20–22) under the Contract Act, with case references.

Problem Based (20 Marks)

1. A offers to sell his car to B. B posts his acceptance, but before the letter reaches A, B revokes. Is the revocation valid?
2. A, a spiritual guru, induces B (his disciple) to transfer all property to him. Later B challenges. Decide.
3. Both A and B believe that a horse exists at the time of contract. Unknown to both, horse already dead. Is contract valid?

Details table

Perfect  I'll expand the **Contract Act 1872 (Sections 2–22) table** by adding 1–2 lines of **detail/explanation** for each provision so it becomes even more useful for revision.

Indian Contract Act, 1872 – Sections 2 to 22 (Expanded Revision Table)

Sec. Provision	Explanation	Case Law	Effect
2 Definitions	Covers key terms – Proposal, Promise, Agreement, Contract, Void, Voidable, Consent, Free Consent, Consideration. These are the backbone of contract law.	<i>Mohori Bibee v. Dharmadas Ghose (1903)</i>	Minor's contract is void → establishes legal capacity.
3 Communication	Communication may be by act or omission intended to convey proposal/acceptance/revocation.	–	Ensures offer/acceptance is known to the other party.
4 When complete	Offer complete when knowledge reaches offeree; Acceptance → binding when posted (against proposer) and when received (against acceptor).	<i>Bhagwandas v. Girdharilal (1966)</i>	Fixes point of completion for contract formation.
5 Revocation	Offer can be revoked before acceptance is complete against proposer; acceptance can be revoked before it binds acceptor.	–	Gives flexibility till final binding.
6 Modes of revocation	Revocation by notice, lapse of time, failure of condition, or death/insanity.	–	Protects parties from indefinite liability.
7 Acceptance must be absolute	Acceptance must be unconditional; conditional acceptance = counter-offer.	<i>Hyde v. Wrench (1840)</i>	Counter offer terminates original offer.
8 Acceptance by performance	Performing conditions prescribed in proposal amounts to acceptance.	–	Silent acceptance through action is valid.
9 Express & Implied promises	Promise may be by words (oral/written) or by conduct implying acceptance.	<i>Brogden v. Metropolitan Railway</i>	Implied contracts enforceable.
10 Agreements are contracts	Agreement enforceable only if parties competent, consent free, object lawful, not void.	–	Separates social agreements from legal ones.
11 Competency	Parties must be major, sound mind, not disqualified.	<i>Mohori Bibee case</i>	Minor's agreement absolutely void.

Sec. Provision	Explanation	Case Law	Effect
12 Sound mind	Person must understand contract and form rational judgment.	<i>Inder Singh v. Parmeshwardhari Singh</i>	Lunatic's contract valid only during lucid intervals.
13 Consent	Parties must agree on the same thing in same sense (<i>Consensus ad idem</i>).	—	No consent → no contract.
14 Free Consent	Consent free if not caused by coercion, undue influence, fraud, misrepresentation, mistake.	—	Safeguards fairness in bargaining.
15 Coercion	Committing or threatening IPC-forbidden act or unlawful detention of property.	<i>Ranganayakamma v. Alwar Setti</i> (1889)	Contract voidable at option of coerced party.
16 Undue Influence	Dominating another's will to gain unfair advantage (common in fiduciary/guru-disciple relation).	<i>Mannu Singh v. Umadat Pande</i>	Such contracts are voidable.
17 Fraud	False representation, concealment, or promise without intent to perform.	<i>Derry v. Peek</i> (1889)	Fraud makes contract voidable and gives right to damages.
18 Misrepresentation	Innocent misstatement made believing it to be true.	<i>Smith v. Land & House Property Corp.</i>	Contract voidable but no damages for fraud.
19 Voidability without free consent	Contract caused by coercion, fraud, misrepresentation → voidable.	—	Aggrieved party may affirm or rescind.
19A Undue Influence	Contract induced by undue influence can be set aside by court.	—	Judicial control to protect weaker party.
20 Mistake of fact (both)	If both parties mistaken about essential fact, agreement void.	<i>Couturier v. Hastie</i> (1856)	Bilateral mistake = void contract.
21 Mistake of law	Mistake of Indian law → no excuse; foreign law treated as fact.	—	Law presumes knowledge of Indian statutes.
22 Mistake by one party	Unilateral mistake does not make contract voidable.	<i>Tarsem Singh v. Sukhminder Singh</i> (1998)	Only bilateral mistake invalidates contract.

 **Extra Notes for Exam Prep**

- **Consent + Free Consent** = Cornerstone of valid contract.
- **Sections 3–9** deal with **communication & acceptance** (contract formation).
- **Sections 10–12** deal with **competency**.
- **Sections 13–22** deal with **consent and its vitiating factors**.
- Case laws must be quoted to secure full marks.

👉 Would you like me to now make a “**Quick Revision Flowchart (1-page summary)**” where I condense **Sections 2–22 into bullet points** in logical order (Offer → Acceptance → Revocation → Competency → Consent → Free Consent → Mistake)? That way you can revise the entire portion in under **5 minutes** before exam.