

Acceptance – 20 Marks Questions & Answers

Q1: Define 'Acceptance' and explain its essential features.

Answer (Key Notes):

- **Definition:** Acceptance is the **unqualified and absolute consent** to the terms of an offer, resulting in a contract.
- **Essentials / Features:**
 1. **Absolute and Unqualified:** Must exactly match the terms of the offer.
 2. **Communication:** Acceptance must be communicated to the offeror (*Felthouse v. Bindley*).
 3. **Made in response to offer:** Must be in response to a valid offer.
 4. **Intent to create legal obligation:** Must show willingness to be bound.
 5. **Time and Mode:** Must follow the method prescribed by the offeror (*Adams v. Lindsell*).

Q2: Explain the rules regarding communication of acceptance.

Answer (Key Notes):

- Acceptance must be **communicated to the offeror**.
- **Postal Rule:** Acceptance is valid when posted, not received (*Adams v. Lindsell*).
- **Silence is not acceptance:** General rule (*Felthouse v. Bindley*).
- **Mode of Acceptance:** Must follow the mode prescribed in the offer.
- **Revocation:** Acceptance cannot be revoked once communicated.

Q3: Discuss the kinds of acceptance recognized under the Indian Contract Act.

Answer (Key Notes):

1. **Express Acceptance:** Acceptance communicated **in words** (oral or written).
2. **Implied Acceptance:** Acceptance inferred from **conduct** (*Carlill v. Carbolic Smoke Ball Co.*).
3. **Conditional Acceptance:** Acceptance subject to **conditions** – treated as **counter-offer**.
4. **Acceptance by Performance:** Acceptance occurs by performing the terms of offer (*United India Insurance Co.*).

Q4: Can acceptance be partial or conditional? Explain with case law.

Answer (Key Notes):

- **Partial Acceptance:** Not valid; must accept **all terms**.
- **Conditional Acceptance:** Treated as **counter-offer**, not true acceptance (*Hyde v. Wrench*).
- **Case Example:** *Hyde v. Wrench (1840)* – Counter offer kills original offer.

Q5: Draft a 20-mark style question differently:

Q: “Critically discuss the essentials and rules of **acceptance** under the Indian Contract Act, 1872, with relevant illustrations.”

Answer (Exam Layout):

1. **Definition of Acceptance**
2. **Essential Features** (absolute, communicated, intent to create legal obligation)
3. **Kinds of Acceptance** (express, implied, conditional, by performance)
4. **Rules regarding communication** (mode, postal rule, silence, revocation)
5. **Case illustrations** (*Adams v. Lindsell*, *Felthouse v. Bindley*, *Carlill v. Carbolic Smoke Ball Co.*, *Hyde v. Wrench*)
6. **Conclusion / Summary** – Acceptance is necessary to convert an offer into a valid contract.

बिलकुल  यदि आप 20 मार्क्स का उत्तर चाहते हैं, तो हमें इसे विस्तृत रूप में, 6 पेज के बराबर, **complete answer structure** के साथ तैयार करना होगा। मैं इसे **definition, features, rules, types, illustrations, case laws, and conclusion** के रूप में तैयार करूँगा।

Acceptance under Indian Contract Act, 1872 – Detailed Answer for 20 Marks

1. Introduction

- In every contract, **offer + acceptance = agreement** (*Sec. 2(a) & 2(b), Indian Contract Act, 1872*).
- **Acceptance** is defined as the **unqualified and absolute agreement to the terms of the offer**.
- Without acceptance, no contract can come into existence.
- Famous definition (Chitty on Contracts):

“Acceptance is the final and unqualified expression of assent to the terms of the offer.”

- प्रसिद्ध परिभाषा (Chitty on Contracts):
“स्वीकृति (Acceptance) प्रस्ताव की शर्तों के प्रति अंतिम और बिना शर्त सहमति की अभिव्यक्ति है।”

2. Essentials / Features of Acceptance

1. **Absolute and Unqualified**

- Must be a **mirror image** of the offer.
- Conditional or partial acceptance = **counter-offer** (*Hyde v. Wrench, 1840*).

Hyde v. Wrench (1840):

इस मामले में निर्णय दिया गया कि जब प्रस्तावकर्ता के प्रस्ताव में परिवर्तन करके प्रति-प्रस्ताव (counter offer) किया जाता है, तो मूल प्रस्ताव समाप्त हो जाता है।

अर्थात्, जब तक मूल प्रस्ताव को बिना किसी परिवर्तन के स्वीकार नहीं किया जाता, तब तक कोई वैध अनुबंध नहीं बनता।

2. Communication of Acceptance

- Must be **communicated to the offeror**.
- **Postal Rule:** Acceptance is effective when posted (*Adams v. Lindsell, 1818*).
- **Mode of communication:** Must follow the mode prescribed in the offer.

3. Intent to Create Legal Obligation

- Acceptance must show **willingness to be legally bound**.
- Mere social or domestic acceptance is not enforceable.

4. Made in Response to Offer

- Acceptance must correspond to the **original offer**; it cannot be unrelated.

5. Time of Acceptance

- Must be within the **validity period of the offer**.
- Lapse of offer by **time, revocation, or death** of offeror before acceptance.

3. Rules Regarding Communication of Acceptance

1. **Acceptance must be communicated** to the offeror (*Felthouse v. Bindley, 1862*).
2. **Silence is not acceptance** – mere silence cannot amount to agreement.
3. **Postal / Telegraph Rule**

- Acceptance is valid **from the moment it is posted**, not when received (*Adams v. Lindsell*).

4. Mode of Acceptance

- Must be **expressed in the prescribed manner**.
- If no mode is prescribed, it may be **in any reasonable manner**.

5. Revocation of Acceptance

- Cannot be revoked **once communicated** to the offeror.

4. Kinds / Modes of Acceptance

1. Express Acceptance

- Acceptance made **in words, orally or in writing.**
- Example: Writing a letter of acceptance.

2. Implied Acceptance

- Acceptance inferred from **conduct or behavior.**
- Example: Using the goods sent by seller implies acceptance.
- Case: *Carlill v. Carbolic Smoke Ball Co., 1893*

3. Acceptance by Performance

- Acceptance by doing the **requested act.**
- Example: Performing work or service as requested in offer.
- Section 7, Indian Contract Act: "*Acceptance may be by performing the conditions of the offer.*"

4. Conditional Acceptance / Counter-Offer

- If acceptance contains **conditions or modifications**, it is treated as a **new offer.**
- Case: *Hyde v. Wrench, 1840*

5. Acceptance by Electronic Communication (modern law)

- Email, fax, WhatsApp, or online consent may also constitute acceptance.

5. Illustrations / Examples

1. A offers to sell a car to B for ₹5 lakh. B replies: "I accept your offer."  **Valid acceptance**
2. A offers to sell a car to B for ₹5 lakh. B replies: "I accept if you also include insurance."  **Counter-offer**
3. A offers a reward for finding a lost dog. C finds the dog and returns it.  **Acceptance by performance**
4. Postal acceptance: A offers goods by post. B posts a letter of acceptance.  **Contract complete on posting**

6. Case Laws Related to Acceptance

Case	Principle
<i>Felthouse v. Bindley (1862)</i>	इस मामले में निर्णय हुआ कि मौन (silence) को स्वीकृति नहीं माना जा सकता।

Case	Principle
<i>Adams v. Lindsell (1818)</i>	Postal Rule – acceptance is complete when posted
<i>Carllill v. Carbolic Smoke Ball Co. (1893)</i>	Implied acceptance by conduct ; unilateral contract
<i>Hyde v. Wrench (1840)</i>	Counter-offer kills original offer
<i>Harvey v. Facey (1893)</i>	Mere statement of price is not acceptance

7. Essential Notes for Exam Answer (Marks Maximization)

- Define acceptance clearly with legal definition.
- Mention **essentials / features** in points.
- Explain **rules of communication** in detail.
- Include **kinds of acceptance** with examples.
- Illustrate with **important case laws**.
- Optional: Include **modern e-commerce acceptance** for extra marks.
- **Conclusion:** Acceptance is the **crucial element converting an offer into a contract**; without it, no enforceable agreement arises.

Acceptance under Indian Contract Act, 1872 – Complete 6-Page Answer

1. Introduction (½ Page)

- **Definition:**
Acceptance is the **final and unqualified expression of assent** to the terms of an offer, resulting in a contract.
- **Legal Basis:**
 - Section 2(a) & 2(b), Indian Contract Act, 1872.
 - Chitty on Contracts: **unconditional acceptance**.

“Acceptance is the final and unqualified expression of assent to the terms of the offer.”

- **Importance:**
 - Without acceptance, **no contract can arise**.
 - Completes the **Offer → Acceptance → Contract** sequence.
- **Diagram:**

Offer -----> Acceptance -----> Contract

2. Essentials / Features of Acceptance (1 Page)

1. Absolute and Unqualified

- Must exactly match the terms of the offer.
- Partial or conditional acceptance = **Counter-Offer**
- Case: *Hyde v. Wrench, 1840*

2. Communication

- Must be **communicated to offeror**.
- Silence ≠ Acceptance (*Felthouse v. Bindley, 1862*).
- **Postal Rule:** Acceptance valid on posting (*Adams v. Lindsell, 1818*).

3. Intent to Create Legal Obligation

- Must show **willingness to be legally bound**.
- Domestic/social agreements are generally not enforceable.

4. Acceptance Must be in Response to Offer

- Must correspond to the **original offer**, not a different offer.

5. Time of Acceptance

- Acceptance must occur **within the offer's validity**.
- Offer lapses on **revocation, expiry, or death** of offeror.

3. Rules Regarding Communication of Acceptance (1 Page)

Rule	Explanation	Case
Acceptance must be communicated	Offeror must know about acceptance	<i>Felthouse v. Bindley</i>
Silence is not acceptance	Mere silence ≠ consent	<i>Felthouse v. Bindley</i>
Postal Rule	Acceptance effective when posted, not received	<i>Adams v. Lindsell</i>
Mode of Acceptance	Must follow prescribed method, else reasonable mode allowed	General Principle
Revocation	Cannot revoke once communicated	General Principle

Diagram (Communication Flow):

Offeror -----> Offeree (acceptance communicated) -----> Contract

4. Kinds / Modes of Acceptance (1 Page)

1. Express Acceptance

- Acceptance **in words** (oral/written)
- Example: Letter/email of acceptance

2. Implied Acceptance

- Acceptance inferred from **conduct**
- Example: Using goods sent by seller
- Case: *Carlill v. Carbolic Smoke Ball Co., 1893*

3. Acceptance by Performance

- Performing **requested act** = acceptance
- Section 7, Indian Contract Act
- Example: Doing the work requested in offer

4. Conditional Acceptance / Counter-Offer

- Modifications = **new offer**, not valid acceptance
- Case: *Hyde v. Wrench, 1840*

5. Electronic Acceptance (Modern Law)

- Email, WhatsApp, online consent also valid
- E-Commerce Act + IT Act support

5. Illustrations / Examples (½ Page)

Scenario	Acceptance Type	Validity
Offer to sell car ₹5 Lakh. B says "I accept"	Express	Valid
Offer to sell car ₹5 Lakh. B says "I accept if insurance included"	Conditional	Counter-offer
Reward for lost dog, finder returns dog	Acceptance by Performance	Valid
Postal acceptance	Acceptance by Posting	Valid (<i>Adams v. Lindsell</i>)

6. Case Laws Related to Acceptance (1 Page)

Case	Principle
<i>Felthouse v. Bindley (1862)</i>	Silence ≠ Acceptance
<i>Adams v. Lindsell (1818)</i>	Postal Rule: Acceptance complete when posted
<i>Carlill v. Carbolic Smoke Ball Co., 1893</i>	Implied Acceptance; unilateral contract
<i>Hyde v. Wrench (1840)</i>	Conditional acceptance = counter-offer
<i>Harvey v. Facey (1893)</i>	Mere statement of price ≠ acceptance

Tip: Draw **case boxes** in answer sheet to make answer attractive.

7. Practical Importance / Modern Application (½ Page)

- Essential for **all contracts**: commercial, employment, sale, service.
- Modern e-contracts: **emails, WhatsApp, online portals** require valid acceptance.
- Helps in **dispute resolution** in courts: proving consent + intention.

8. Conclusion (½ Page)

- **Acceptance is the crucial step** converting an offer into a legally enforceable contract.
- Must be **absolute, communicated, and intended to create legal obligations**.
- Understanding rules, types, and case laws ensures **valid enforceable agreements**.

Answer Writing Tips for 6 Pages

1. **Write headings and subheadings clearly.**
2. **Use diagrams** for Offer → Acceptance → Contract & Communication flow.
3. **Include examples for every point.**
4. **Draw case boxes** with case name + year + principle.
5. **Write in points + paragraphs**, mix of theory and examples.
6. **Underline important Latin maxims** (optional) for bonus impression.
