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Essential elements of a valid contract under section 10

Indian Contract Act, 1872 administer law on contract. In section 2(h) of the Contract Act, a contract is defined as those which are enforceable by law. Section 2(e) of the Act specifies agreements as each promise or set of promises, which constitute the remuneration for each other. The proposal is said to be accepted when the person to whom such a proposal is submitted gives his consent, then the proposal is said to be accepted and becomes a promise. An agreement is an accepted promise, and an agreement is an agreement enforceable by law. Two parties are involved in the law of contract procrisor (a person who promises to do something in return for consideration) and promisee (a person who pays such consideration). Section 10 of the Act states that if the parties have given their consent which is free from coercion or undue influence with legal consideration and legal object, then all contracts are considered to be contracts and such agreements would not be declared void. All contracts are considered to be contracts, but not all contracts are contracts. For example: A and B agree, where A is proposed to buy a car from B for Rs 1,00,000. B accepts the proposal. The contract is said to be a contract because it is enforceable by law. Concise, Contract = Contract (accepted proposal) + Enforceable by law (defined within the jurisdiction of the law). In J.K. Industries Ltd. vs. Mohan Investments and Properties Pvt. Ltd.[1], the Court held that, if there is a prior condition that there must be a written agreement between the parties, in the absence of such a written agreement, it cannot be said that the agreement has been enforced. There are seven parts that constitute a valid contract, these are as follows:Contract A contract must be there to constitute a contract. Two parts are essential for the form of agreements i.e. offer and acceptance. A lawful offer or promise must be made by an offer (offer making party) and the lawful acceptance of such offer by promise or acceptance (party for which such offer is made) constitutes an agreement. In Section 2a of the Act, the offer is defined as:when a person will mean to another person that he wants to do or not to do anything (refrain) to obtain such a person's assent to such act or abstinence, he is said to make a proposal or offer. In general, terms offer when a party express its intention to another party to obtain the consent of another party to make or not to make such an act and abstinence. In order to create a legal agreement, it must be announced, section 4 of the Act states that when the proposal comes in the knowledge of a person for whom it is made when such a proposal is said to be announced. The social invitation is not considered to be an offer because such an invitation does not create legal relationship Acceptance of an offer must result in a valid agreement and such approval shall give rise to legal relationships. The offer should be and determined. Illustration: An offer B to buy his car, this is an offer. In Carill v. Carbolic smoking ball company[2] it was held that Mrs. Carill was entitled to get the reward, as the advertising constitutes a general offer of a unilateral contract by performing conditions specified in the offer that she had accepted such an offer. In Felthouse v. Bindley[3] offer cannot state silence mode as a mode of acceptance. In agreement, after offering acceptance should be there by the party to constitute Agreement. § 2 b of the law defines acceptance when the person to whom the proposal is made gives his consent such offer, the offer is said to be accepted. The offer should be accepted unconditionally by the target notion that the offer is made to, it will mean acceptance. When the offer is accepted, it becomes a promise and constitutes agreement. There must be consensus-ad-idem (meeting minds), i.e. promisor and promise must think about the same thing in the same sentence while offering and accepting the proposal. Acceptance can be in the expressed form or implied form. If the parties negotiate or discuss the agreement, it is not said to be accepted. Acceptance must be in a reasonable time and must be communicated to the victims, only silence will not mean acceptance. Section 4 of the Act states that when the approval is said to be completed. Acceptance is said to be complete when it came into the knowledge of the messenger. For the statement of acceptance terminated, the promise may withdraw the acceptance but not after the statement of such acceptance is completed. Illustration: A wants to sell his house to B for Rs 70 lakhs. B accepts the offer but presented his condition that he will buy the house for Rs 50 lakhs, it will not amount to acceptance of the offer as this approval also has the condition. Acceptance must be free of all kinds of conditions. In Lalman Shukla v Gauri Dutt, it was considered that acceptance had to be communicated that offere mere knowledge of such acceptance does not constitute acceptance. Having offered the proposal acceptance of such a proposal constitutes an agreement. It is essential to the contract that it must be a contract. Legal relationsBás parties must have the intention on their part to create a legal relationship. Although the Indian Agreement Act has no specific provision relating to the intention to create legal relations while offering and accepting the proposal, the English law has a principle which, in order to constitute an agreement both parties must intend to create a legal relationship. The creation of a legal relationship gives rise to legal obligations and consequences in the agreement. Agreements of a social and domestic nature do not maintain a legal relationship, therefore they do not constitute an agreement. Illustration: A agrees meet his friend B at 9pm.m. It is A's moral and social duty to fulfil this agreement and it does not create a legal obligation for B, neither a legal relationship between A and B. In Jones v. Vernon's Pools Ltd[4], there was an agreement which has a clause that the parties involved in this agreement should not give rise to any legal relationship but the agreement is binding in honor. It was established that the agreement did not create a legal relationship between the parties and the agreement was not an agreement. The test of contractual intent is not subjectivity but it is objectivity. Deciding such an intention factor is what a reasonable man would believe and what would be their intention in similar circumstances not what the parties had in their mind. In Balfour v Balfour[5], the agreement with the domestic character does not constitute an agreement. Legal considerationsThere must be a compensation from both sides of the contract must be enforceable by law. Paragraph 2(d) of the Act states that when the promise of the promisor's wish, makes, makes or promises to do something or refrained from doing, such act or abstinence or promise is called a substitute for the promise. Consideration must be moved according to the desire of promisor and it can be moved from the end of promisor or any other person i.e. stranger to consideration but such stranger can maintain a suit. Consideration need not be sufficient for the promise, it should be real and significant. One of the most important elements of consideration is that it should be lawful nature. The general rule of law says that the agreement is invalid if it is done without consideration. However, there is some exception to this rule set out in Section 25 of the Act. If the agreement is expressed in writing and registered according to the law, which is done because of natural love and affection between the parties who are in close relationship with each other then consideration is not necessary. No consideration is required for bail, agency or gift. Section 63 of the Act also states that consideration is not required or that the promisor may waive the consideration or performance in whole or in part. In Currie v Misa[6], the court defines consideration as 'a valuable in the sense of the law that it may consist either right, interest, profit or benefit accrue to a party, or any deferral, damage, loss or liability given, suffered or undertaken by another part. If the proposal is not supported with any money such proposal will be nudum pactum (a viable promise) and is not enforceable by law. Competent partiesParties to the agreement must be authorized to contract. According to Section 10 of the Law the parties to the contract must have jurisdiction, it is one of the essential elements contract. Section 11 of the Act defines who is competent to contract and designates any person who is not a minor under the law to which he is subject, who is not disqualified from contracting, and who is of a sound mind may enter into a contract. Section 3 of the Indian Majority Act defines the minority as the person under the age of eighteen. Therefore, a person who has not completed the age of eighteen years cannot enter into a contract. Section 12 of the Indian Agreement Act provides a definition of sound mind that everyone is entitled to enter into a contract. The soundness of the mind can be determined by two factors. First, the ability of a person to understand the terms and conditions of the contract and the second is the ability of a person to make a rational judgment to act on it. Idiot, maniac etc are those who have an unhealthy mind and are not competent to enter into a contract. In Mohori Bibee v. Damodar Ghose[7] Damodar Ghose was in this case the defendant underage and sole owner of his property. His legally appointed guardian was his mother. a money-lenders Mr Brahma Dutt, through his agent Kedar Nath, borrowed the defendant at 12% interest per annum a sum of Rs 20,000. Through the mortgage of the property, the loan was taken by the defendant. On the day of the transaction, Mr Ghose's mother informed the complainant that Damodar was a minor and anyone who enters into a contract with him would do so at their own risk. Kedar Nath claimed that Damodar Ghose had lied about the minority on the day of the execution of the deed. Therefore, Mr Dutt's appeal was rejected and his request for the return of Rs 10 500 advanced against him was also rejected because Mr Ghose's mother informed the complainant of her minority. It was considered that an agreement concluded by a minor is invalid ab initio. Free consent For the creation of an agreement, both parties must agree to the same thing in the same way. Both parties must give their consent in the same sentence in the same sentence in order to constitute a valid agreement. It is essential for the agreement that the parties must agree to the agreement and they must give their consent freely. Section 14 of the Act defines free consent as consent free from coercion, undue influence, misleading fraud and mistakes. Section 15 of the Act defines coercion as committing or threatening to commit an act prohibited by the Indian Criminal Code, unlawful detention, possession or threat to commit such act, to the force of any person with the intention of such a person's consent. undue influence is defined under Section 16 of the Act which states that when a person uses his or her position and abuses his or her power to dominate the other person. Chickam Amiraju v Chickam Sheshamma[8] In the case, Maken gives a threat that he will commit suicide if they did not execute a release for the benefit of his brother to his wife and son. The wife and son carried out the release order under the threat made by the husband. It was this threat to commit suicide means coercion under Section 16 of the Act. There is the slightest difference between fraud and misrepresentation, in the first case the person who makes the statement does not believe that such a statement is true and in later one, the person who makes such a statement lives that such a statement is true. In Janakiamma v Raveendra Menon[9], in this case, the plaintiff was aware of each object of the will of her father, at the death of the father, it was a division of property. It was believed that the mother was responsible for the fraud because she did not disclose the contents of Will, and no new partition was ordered. Provision in connection with a mistake has been mentioned from section 20-22 of the Act, there are two types of mistakes one is the mistake of facts and the other is a mistake by law. Legal errors are prohibited and in the event of a factual error, the court generally declares the contract invalid. Lawful object The purpose of the agreement must be legal and must not violate the law. If an item or consideration of an agreement is illegal then such an agreement will not be enforceable. Section 23 of the Act states that what consideration and which subject is legal. The consideration or subject matter of a contract is considered legal unless prohibited by any law, is such that if permitted it would violate the provisions of any law, is fraudulent, involves or harms to another person or property or the court considered it immoral, or contrary to public policy. According to the Section. 24 of the Act, if any part of one or more parts of a single consideration or object or against multiple considerations of a single item is unlawful, the agreement is said to be invalid. Illustration: if A forces B to sign a contract to buy a car from C by kidnapping C's daughter. This is not a legal item. The contract will therefore be annulled. Not expressly declared invalidAn agreement may not be one of these agreements, which has been expressly declared invalid. The Indian Contract Act specifically declares certain contracts invalid. Some of these: Agreements invalid, where both there is a mistake of fact essential to the agreement (S. 20). Any agreement having an object or consideration illegal is void (S. 23). Agreement void, if any part of considerations or objects illegal (S.24). Contracts without consideration are invalid (S. 25) Conclusion In the daily life of each person, Contracts play a very important role. Agreements or agreements between different parties are governed by the Indian Agreement Act. conditions must be fulfilled by the parties for the formation of an agreement. it is important to have all the essential elements mentioned above in a contract. Only if there are all the parts of a contract where it would legally constitute a valid contract. End Notes: AIR 1992 Part 305 EWCA Civ 1, 1 QB 256 (1862) 11 Cb (NS) 869, (1938) 2 All ER 626 2 KB 571 (1875) LR 10 Ex. 162 1lr (1903) 30 Cal 539 (Pc) 34 Ind Cas 578, (1917) 32 MJL 494 AIR 1981 Ker 205 205

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