



NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM

PROGRAMME: B.A., LL.B (HONS.).FYIC

DETAILS OF COURSE OFFERED

ODD SEMESTER (I) - ACADEMIC YEAR

SL. NO.	COURSE CODE	COURSE TITLE	L	T/P	CR	CH
1	105	GENERAL LAW OF CONTRACT	4 PER WEEK	1 PER WEEK	4	

- A. CODE AND TITLE OF THE COURSE: 105, GENERAL LAW OF CONTRACT**
- B. COURSE CREDIT : 4 (TOTAL MARKS 200)**
- C. MEDIUM OF INSTRUCTION: ENGLISH**
- D. COURSE COMPILED BY: MONMI GOHAIN**
- E. COURSE INSTRUCTOR: MONMI GOHAIN**

1. COURSE OBJECTIVES

The Course content of paper on Contract – I consists of Sections 1-75 of the Indian Contract Act of 1872 and Specific Relief Act 1963 as amended in October 2018. Sections 1-75 of the Indian Contract Act 1872 comprises of The General Principles of Law of Contracts applicable to all kinds of Contracts. Law of Contract is the law relating to reciprocal promises made voluntarily by the parties having proper understanding and forming rational judgements. It determines the circumstances in which promises made by the parties are legally binding on them unless it is excused or altered. It fixes liabilities for the breach of promise and provides damages and compensation for the breach of promises under Indian Contract Act of 1872 and specific relief act 1963.

The main aim of the course is designed to equip the students with essentials of each section of the Indian Contract Act 1872 and Specific Relief Act 1963 by way of breaking the language of the section and then analysing it and interpreting it. This process provides the student with proper understanding of the section and develops the skill to apply these sections to the fact situations of life.

The aim and objectives of the course curriculum are the followings:

1. To inform the students about the frontier areas of law on contract and specific reliefs
2. To update and keep them abreast of legal developments both on Indian Contract Act and Specific Relief Act.
3. To make the students understand the sections enumerated in Indian Contract Act and Specific Relief Act and further to inculcate in them the skill to analyse the sections and interpret these.
4. To make them understand the case laws on contract and specific relief and then to apply these laws to the present day fact situations.
5. To equip them with the knowledge of the Doctrines and Principles of law of contracts and specific relief provided in the Statutes

2. TEACHING METHODOLOGY

The teaching methodology for the above subject will be aimed at gaining maximum theoretical as well as practical knowledge about the above subject. Different methods will be used which will help the students to be engaged in the subject apart from classroom teaching. The engagement of the students in the teaching learning process will be helpful for both the student and the teacher to carry on with the subject. It will be in the form of class room teaching and explanation of basic concepts by the teacher. It will also consist of assignment of seminar topics to the students, presentation assignment to the students, group discussions, organization of quiz etc.

3. EXPECTED OUTCOMES OF THE COURSE

After completion of completion of the course the students are expected to learn the following:

- a. In-depth knowledge about both the theoretical as well as the practical aspect of the course
- b. Take up research topics in the further study in the course
- c. Take up assignments related to the course which they might come across while doing internships and other activities.
- d. Organize various research and practical based activities related to the subject after completion of the course.

4. COURSE EVALUATION METHOD

The Course shall be assessed for 200 marks. The Evaluation Scheme would be as follows:

Internal Assessment: 70% (140 marks)

External Assessment: 30% (60 marks)

Sl. No.	Internal Assessment	
1.	Assignments (written or in presentation mode) (2 Assignments of 20 marks each)	40 marks
2.	Seminar/Group Discussion (Topics will be announced by concerned course teacher)	20 marks
3.	Class Tests (Twice in a semester)	2x 35 = 70 marks
4.	Attendance in class	10 marks
5	Semester End Examination	60 marks

5. DETAILED STRUCTURE OF THE COURSE (SPECIFYING COURSE MODULES AND SUB-MODULES)

MODULE I

Law relating to Formation of Contract:

Law relating to formation of Contract and consideration

Agreements and Contracts , Offer and Proposal ,Offer and Invitation to Treat Standard Form of Contracts, Communication, Acceptance , Revocation of Proposal and Acceptance by post, Mobile and E Commerce, Essentials of Consideration , Doctrine of Privity of Contract , Doctrine of Privity of Consideration , Doctrine of Privity of Contract under the English Law , Position of the Doctrine in India, Exceptions to the Doctrine of Consideration

Law relating to Capacity to contract

Capacity of Minor to Contract, Age of Majority , Nature of a Minor's Agreement ,Legal Position of a Person of Unsound Mind , Legal Positions of Persons Otherwise "Disqualified from Contracting" Nature and Effect of an Agreement with Person Under Legal Disability ,Position in the English Law, Position in the Indian Law,Promissory Estoppel, Scope of the Doctrine of Promissory Estoppel

MODULE II

Laws relating to Consent:

Definition of Free Consent, Factors Vitiating Free Consent, Coercion, Undue influence, Fraud Misrepresentation, Mistake, Void Agreements , Agreements Without Consideration ,Agreements in Restraint of Marriage, Agreements in Restraint of Trade ,Agreements in Restraint of Legal Proceedings, Uncertain Agreements ,Agreements by Way of Wager

Laws relating to law of Unlawful Agreements

Unlawful Considerations and Objects ,Forbidden by Law , Defeating the Provision of Any Law
, Fraudulent Contracts , Immoral Contracts ,Injurious to Person and Property ,Contracts Opposed to Public Policy ,Conditional Contract, Event Collateral Contract, Contingency Dependent on Act / Will of the Party, Contingency to be Condition Precedent.

MODULE III

Laws relating to Performance of Contract:

Contracts which must be Performed, By Whom Contracts must be Performed, Time and Place for Performance, Performance of Reciprocal Promises, Application of Payment, Contracts which need not be performed

Laws relating to Discharge of Contract:

Discharge by Performance, Modes of Discharge of Contract, Theories of Frustration of Contract, Theory of Implied Term, Just and Reasonable Solution Position in India, Effects of Frustration, Definition and theory Relating to Quasi Contract, Certain relations resembling those created by contract.

MODULE IV

Laws Relating To Remedies for Breach of Contracts

Damages, Remoteness of Damages and Measure of Damages, Liquidated Damages and Penalty.

Specific Relief Act, 1963

Measuring and Nature of Specific Reliefs, Recovery of Possession of Property, Specific Performance of Contracts, Rectification of Instruments, Rescission of Contracts, Cancellation of Instruments.

PESCRIBED READINGS:

1. S.S. Srivastava, LAW OF CONTRACT I&II, 4th Ed. 2011.
2. Avtar Singh, CONTRACT & SPECIFIC RELIEF, 10th Ed. 2008. Reprinted, 2010.
3. Robert Duxbury, "CONTRACT LAW", Sweet And Maxwell, South Asian Edition, London, 2013
4. P S.Narayan,"LAW OF SPECIFIC RELIEF," Asia Law House, Hyderabad, 8th Ed, 2013.
5. Linda Mulchary," CONTRACT LAW IN PERSPECTIVE", Routledge Publication, 5thed , 2014
6. V. Kesava Rao," CONTRACT I: CASES AND MATERIALS", Lexis Nexis Butterworth's, 2014
7. Micheal Firmstone,"THE LAW OF CONTRACT", Lexis Nexis Butterworth's, 2014
8. Kailash Rai,"CONTRACT I" Central Law Publications, Allahabad, 2nd Ed. 2009
9. Neil Andrews," CONTRACT LAW", Cambridge University Press, London, 1st Ed. 2011
10. P S.Narayan,"LAW OF SPECIFIC RELIEF," Asia Law House, Hyderabad, 8th ed, 2013.

11. Linda Mulchary," CONTRACT LAW IN PERSPECTIVE", Routledge Publication, 5thed.2014
12. V. Kesava Rao," CONTRACT I: CASES AND MATERIALS", Lexis Nexis Butterworth's, 2014
13. Micheal Firmstone,"THE LAW OF CONTRACT", Lexis Nexis Butterworth's,

SATUTORY REFERENCES

- a. Indian Contract Act, 1872 (Act No. 9 of 1872) (Sections 1-75)
- b. Specific Relief Act, 1963

LAW COMMISSION REPORTS:

- a. 13th Report (1958) on "*Contract Act*".
- b. 103 Report (1984) on "*Unfair terms in Contract*".
- c. 119 Report (2006) on "*Unfair (Procedural and Substantive) terms in Contract*".
- d. 108 Report (1984) on "*Promissory Estoppel*."
- e. 97th Report (1984) On "*Section 28, Indian Contract Act, 1872: Prescriptive Clauses In Contracts*."

CASE LAWS:

Upton Rural District Council v Powell.	(1942)	1 All ER 220
Lalman Shukla v Gauri Datt	(1913)	11 All LJ 489
Williams v Carwardine	(1833)	4 B & Ad 621.
Rose and Frank Co v JR Crompton & Bros Ltd	(1925)	AC 445.
Balfour v Balfour.	(1919)	2 KB 571
Jones v Padavatton.	(1969)	All ER 616

Meritt v Meritt.	(1970)	2 All ER 760
Mc Gregor v Mc Gregor.	(1888)	21 QBD 424

Simpkins v Pays.	(1955)	3 All ER 10
CWT v Abdul Hussain Mulla Md Ali.	(1988)	3 SCC 562
Banwari Lal v Sukhdarshan Dayal.	(1973)	1 SCC 294
Weeks v Tybald.	(1605)	75 ER 982
Carlill v Carbolic Smoke Ball Co.	(1893)	1QB 256
Harbhajan Lal v Harcharan Lal.		AIR 1925 All 539
Tinn v Hoffmann.	(1873)	29 LT 271
Harvey v Facey.	(1893)	AC 552
Mc Pherson v Appana.		AIR 1951 184: 1951 SCR 161
ikanda Biswal v Bhubaneshwar Development Authority .		AIR 2006 Ori 36

Moses v Macferlan	(1760)	2 Burr 1005
Sinclair v Braougham	(1914)	AC 398
Munni Bibi v Triloki Nath	(1913)	54 All 140
Damodara Mudaliar v Secy of State for India	(1894)	18 Mad 88

Chikham Amiraju v Chikham Sheshamma	
Williams v Bayley	(1866) LR 1 HL 200
Lancashire Loans Ltd v Black	(1934) 1 KB 380
Chand Singh v Ram Kaur	(1987) 2 Punj LR 70
Raghunath Prasad v Sarju Prasad	AIR 1924 PC 60
Shubash Chandra Das v Ganga Prasad	AIR 1967 SC 878
Moonshee Buzloor Raheem v Shumshoonissa Begum	(1913) 41 IA 23
Oriental Bank Corporation v John Fleming	(1879) 3 Bom 242
Edgington v Fitzmaurice	(1885) 29 Ch D 459

Commisioner of Income Tax v. Bhopal Textiles Ltd	AIR 1961 SC 426
Gauri Shankar v. Moolchand	AIR 1958 MP 415
Bhagwandass v. State of Madhya Pradesh	AIR 1966 MP 95
Moss v. Hancock	(1878) 2 QB 111
Hooper v. Gumm	(1867) LR 2 CR 282
R v. White	(1853) 6 Cox 213
Harhandrai v. Pragdas	AIR 1923 PC 51
Gangasaran v. Ramchandra Gopal	AIR 1952 SC 9

Hilas and Co. Ltd v, Acros Ltd	(1932) All ER Rep 494
Howell v. Coupland	9 QBD 462
Amarnath Nikkuram v. Mohansingh Surjan Singh	AIR 1954 MP 134
Grant v. Australian Knitting Mills	1936 AC 85
Mackenzie and Co. v. Nagendra Nath	ILR (1946) 1 Cal 225
Kishan Chand v. Ram Pratap	(1923) 2 KB 500 CA
Navin Chandra v Yogendra Nath	AIR 1967 All 293
Startup v MacDonald	(1843) 6 Man & G. 593
Demby Hamilton v Burden	(1949) 1 All ER 435
Mukundas Raja v The State Bank of Hyderabad	AIR 1971 SC 449
Devi Lal v Himat Ram	AIR 1973 Raj 39
Shakuntala Devi v Mohan Lal	AIR 1994 Raj 59

With v O' Flanagan	(1936) 1 All ER 727
Derry v Peek	(1889) 14 App Cas 337
Haji Ahmad Yarkhan v Abdul Ghani Khan	AIR 1937 Nag 270
Boulton v Jones	(1857) 2 H.& N. 564
Philips v Brooks	(1919) 2 KB 243
Ingram v Little	(1961) 1 QB 198
Banarsi Das v Shakuntala	AIR 1989 Del 184
Ram Sewak v Ram Charan	AIR 1983 All 177

Jai Ram v Kanha Ram	AIR 1963 HP 3
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Union of India v Amar Singh	(1960) 2 SCR 75
Sales Tax Officer, Banaras v Kanhaiya Lal Mukund Lal Saraf	1959 SCR 1350
Charter v Sullivan	(1854) 9 Ex 340
Ram Kumar v Lakshmi Narayan	AIR 1947 Cal 157
Victor Laundry(Windsor) Ltd v Newman Industries Ltd	(1949) 2 KB 528 CA
Pannalal Jankidas v Mohanlal	AIR 1951 SC 144
Hochester v De La Tour	Court of Queen's Bench,1853
Frost v Knight	(1872) LR 7 Exch 111
White & Carter(Council) Ltd v McGregor	(1962) AC 413
Sumpter v Hedges	(1898) 1QB 673 CA
Murlidhar Chatterjee v International Film Co.	AIR 1943
Harnanai v Pragdas	AIR 1923 PC 54
Ranchoddas v Nathumal	51 Bom L 491
Harbaksh Singh Gill v v Ram Ratan	AIR 1988 P&H 60
Bashir Ahmed v Government of Andhra Pradesh	AIR 1952 All 506
R.Vellammal v R Daivasigamani	AIR 1959 Mad 283
Jamal v Moola Dawood Sons & Co	ILR (1916) 43 Cal 493

