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E-Notes

INDIAN CONTRACT ACT, 1872

भारतीय संविदा अधिनियम, 1872



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Follow up@



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RJS | DJS | MPCJ | CGCJ | BJS | UP PCS (J)
JHARKHAND And Other State Judiciary & Law Exams

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- Indian Contract Act, came into force on 1st September 1872.
- i.e. many year before our independence.
- So this legislation (Contract Act) was made by the Britishers.
- इसमें Total 266 Sections थे।
- ✓ **1-75 = General Provision**
- ✓ **76-123= Sales of Goods**
- ✓ **124-147= Indemnity & Guarantee**
- ✓ **148-181 = Bailment & Pledge**
- ✓ **182- 238 = Agency**

239 - 266 Partnership

Preliminary

Sec. 1

Sec. 2

Chapter 1: Communication, Acceptance & Revocation of proposals

प्रस्थापनों की संसूचना, प्रतिग्रहण और प्रतिसंहरण [3-9]

Chapter :2 Contracts, voidable contracts & void agreement

संविदाओं, शून्यकरणीय संविदाओं और शून्य करार [10-30]

Chapter 3: Contingent contracts

समाश्रित संविदा [31-36]

Chapter 4 : Performance of contracts

संविदाओं का पालन [37-67]

Chapter 5: Certain relations resembling those created by contract

संविदा द्वारा सर्जित संबंधों के सदृश कतिपय संबंध [68-72]



Contract 6 : Consequences of breach of contract

संविदा भंग के परिणाम [73-75]

Chapter 7: Sale of Goods

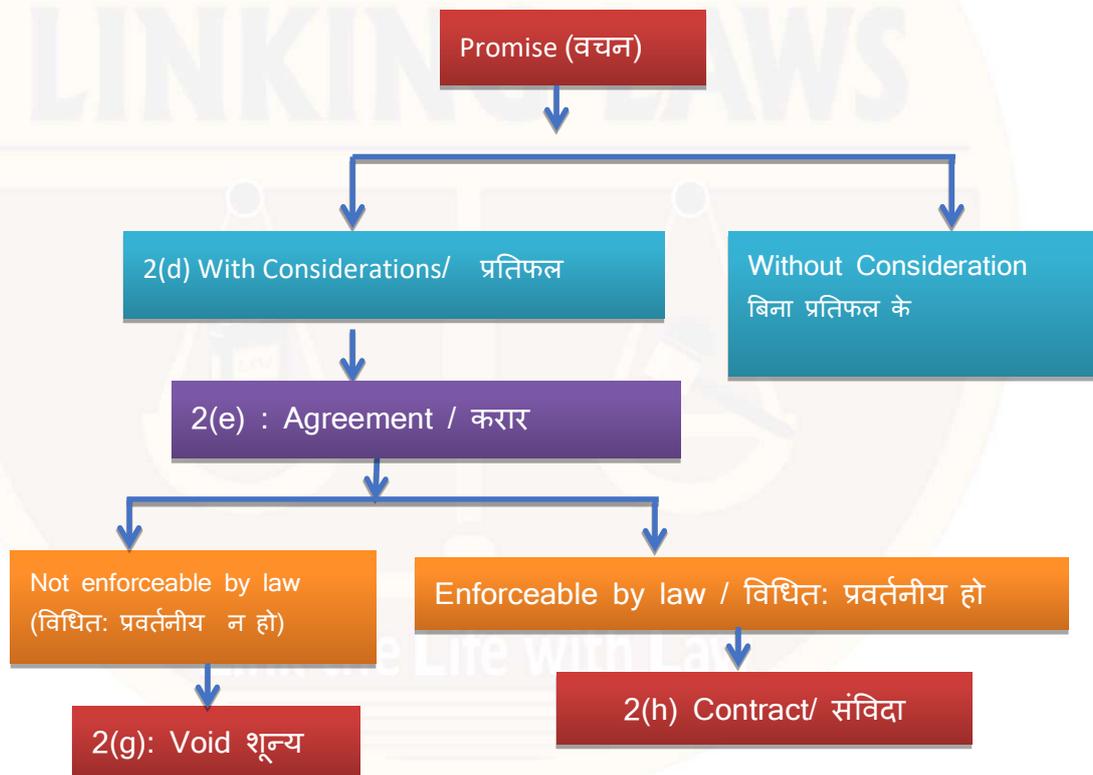
Chapter 8: Identity & guarantee [124-147]

Chapter 9: Bailment & Pledge

उपनिधान और गिरवी [148-181]

Chapter 10 : Agency / अभिकरण [182-238]

Chapter 11: Partnership [239-266]

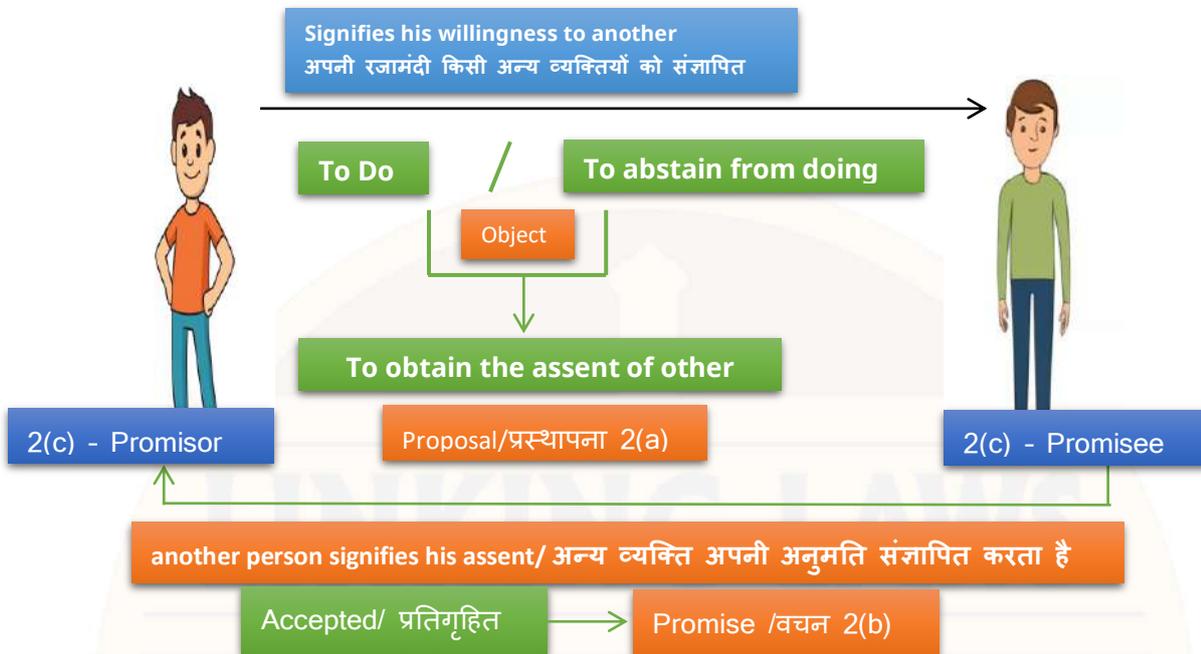


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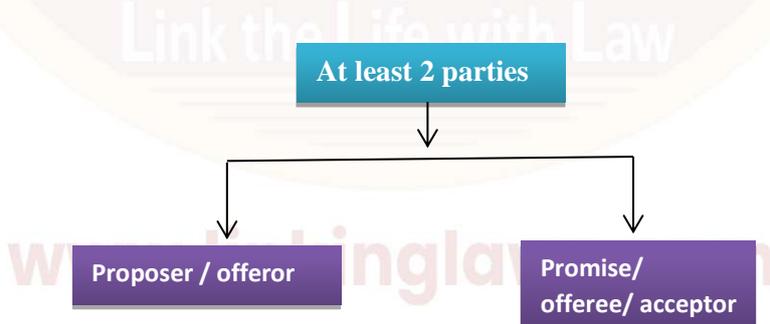
Sec. 2 (a): Proposal (Defined in Indian Contract Act)/Offer: (Term of English law)



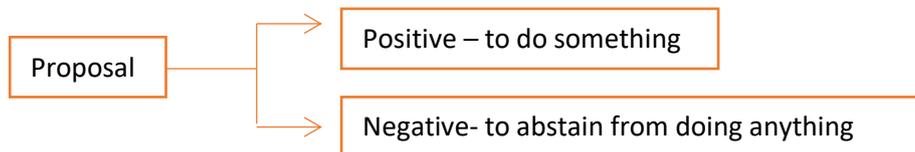
Sec. 2(a): When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal.

जब किसी एक व्यक्ति, किसी बात को करने या करने से प्रविरत रहने की अपनी रजामंदी किसी अन्य को इस दृष्टि से संज्ञापित करता है कि ऐसे कार्य या प्रविशति के प्रति उस अन्य की अनुमति अभिप्राप्त करे तब वह प्रस्थापना करता है, यह कहा जाता है।

In a valid proposal there must be



- A proposal must be made with a view to obtaining the assent of the offeree.
- There shall be an intention to create legal relations.
- It must be signified/communicated



Example of negative proposal-

- 'A' proposes 'B', If you do not file a suit against me for defamation , I shall give you 1 lac. Rupees.
- The proposal is to abstain from doing something. It is neg. proposal.

Types-

1. **Express offer (स्पष्ट प्रस्ताव)**- Expressed by written or spoken words (लिखित और मौखिक शब्दों से)

2. **Implied offer (गर्भित प्रस्ताव)**

- Expressed other than in written or spoken words
- such an offer is made by -
- ✓ The conduct of parties (आचरण या व्यवहार से)
- ✓ Circumstances of the case (मामले की परिस्थितियों से)

Eg. A waves his hand towards a taxi.

Specific offer: (विशिष्ट प्रस्ताव)- Offer made to a specific/ particular/ ascertained person and such offer is accepted by the particular/specific person, to whom it has been made & none else.

किसी विशिष्ट / विशेष / निश्चित व्यक्ति को दिया गया प्रस्ताव और ऐसा प्रस्ताव उस विशेष / विशिष्ट व्यक्ति द्वारा स्वीकार किया जाता है, जिसे यह किया गया है और कोई नहीं।

Q. Who said that "an offer need not be made to an ascertained person, but no contract can arise until it has been accepted by an ascertained peron" -

किसने कहा है कि "एक निश्चित व्यक्ति को एक प्रस्ताव की आवश्यकता नहीं है, लेकिन कोई अनुबंध तब तक उत्पन्न नहीं हो सकता जब तक कि इसे एक निश्चित व्यक्ति द्वारा स्वीकार नहीं किया जाता है"-





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General Offer- साधारण/सामान्य प्रस्ताव- Offer made to public at large or to the whole world and such offer is accepted by anyone from among the public who has the knowledge of it.

सामान्य प्रस्ताव जन सामान्य या जनता के किसी वर्ग को किया गया प्रस्ताव है। ऐसा प्रस्ताव समस्त संसार या संसार के किसी एक भाग की जनता को किया गया प्रस्ताव है। अतः सामान्य प्रस्ताव को संसार का कोई भी व्यक्ति या जनता के विशिष्ट वर्ग का कोई भी व्यक्ति उस प्रस्ताव को स्वीकार कर सकता है।

- It is accepted only by performance of condition.
- It is of a continuing nature.
- It is open for acceptance until it is with drawn or accepted.

Eg. A gives an offer to give Rs. 1000 to whoever finds his lost dog. This is a general offer.

जो कोई भी A के खोए हुए कुत्ते को ढूंढता है उसे A 1000 रुपये देने का प्रस्ताव देता है। यह सामान्य प्रस्ताव है।

- **The acceptor must have the knowledge of the offer before acceptance by performance.**

पालन द्वारा स्वीकृति से पहले स्वीकर्ता को प्रस्ताव का ज्ञान होना चाहिए।

- **The general offer prescribes some condition to be fulfilled.**

सामान्य प्रस्ताव में कुछ शर्तों को पूरा करने का प्रावधान है।

Cases related to general offers-

I. Lalman Shukla V. Gauri Datt

II. Carlill V. Carbolic Smoke Ball Company



- The court ruled- an offer need not be made to an ascertained person.
- In general offer there is no need to communicate the acceptance if not required by the proposer.

Cross offer (प्रति प्रस्ताव)- When two persons make identical offers which is similar in terms & conditions to each other, without having knowledge of each others offer.



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