

JUDICIARY

All Judiciary Exams

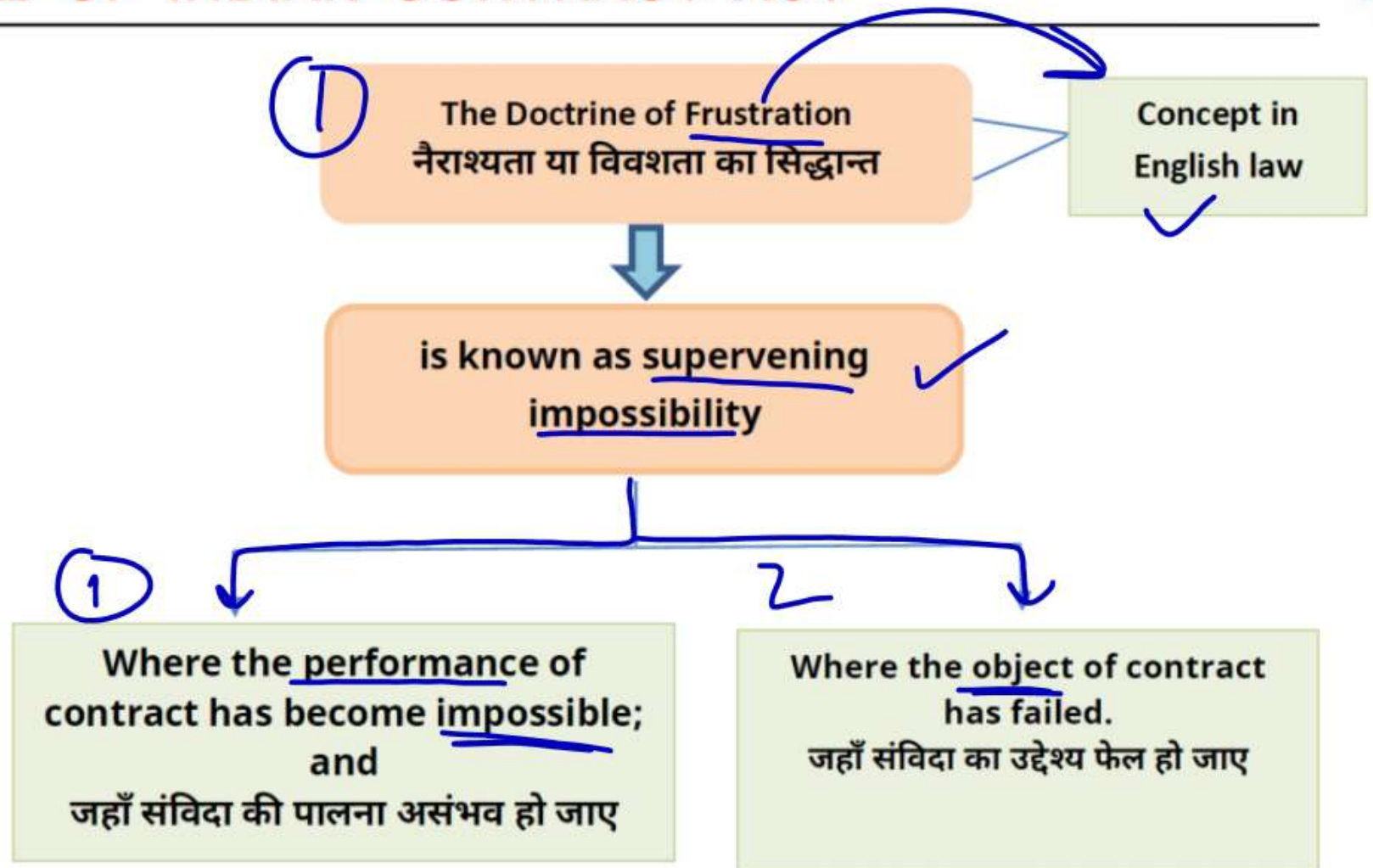
Anoop Upadhyay



Doctrines of Indian Contract Act



DOCTRINE OF INDIAN CONTRACT ACT



DOCTRINE OF INDIAN CONTRACT ACT

Sec. 56: Agreement To Do Impossible Act

असंभव कार्य करने का करार

effect ⇒

Void- (शून्य)

[UP.CJ 2015]

✓*

Under sec. 56 the contract can be discharged by impossibility of performance. जलना

✓*

The doctrine of impossibility of performance of a contract being void, is based on supervening impossibility or illegality. असंभव

✓

It is also known as Frustration of contract.

[MPCJ 2018]

✓*

The principle of 'Force majeure' emanates from section 56 of Indian Contract Act.

[RJS 2019]

विषय वस्तु

नष्ट

✓*

Destruction of subject matter of contract leads to discharge by impossibility

[RJS 2019]



DOCTRINE OF INDIAN CONTRACT ACT

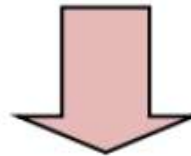
① Case:- Paradine V. Jane (1647)

* In this case doctrine of frustration was talked about first time but this doctrine was not applied.

इस मामले में पहली बार नैराश्य के सिद्धांत की बात की गई थी लेकिन इस सिद्धांत को लागू नहीं किया गया था।

India

✓ The first case on the 'doctrine of frustration' decided by the SC of India is-



DOCTRINE OF INDIAN CONTRACT ACT

imp

Case: Satyabrata Ghose Vs. Mungneeram Bangur.

- ✓ The basis of the doctrine of frustration was explained by Supreme Court in the case of Satyabrata Ghose v. Mugneeram in which Justice Mukherjee held that the basic idea upon which doctrine of frustration is based is that of the impossibility of performance of the contract.
- ✓ The expression frustration and impossibility are same.

DOCTRINE OF INDIAN CONTRACT ACT

Cases of Supervening Impossibility/Frustration

असम्भवता अथवा नैराश्यता उत्पन्न होने की परिस्थितियाँ



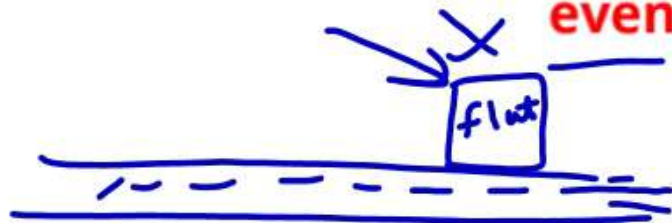
1. **Destruction of subject-matter** (विषयवस्तु का नष्ट होना) :-

Case: Taylor v. Caldwell (1863)

- ✓ A music hall and gardens were let out by A to B for a series of concerts on four different days.
- * चार अलग-अलग दिनों में संगीत कार्यक्रमों की एक श्रृंखला के लिए ए को बी द्वारा एक संगीत हॉल और उद्यानों को किराए पर दिया गया था।
- ✓ The hall was burnt-down before the date of first concert.
- ✓ Held, the contract became void by supervening impossibility.

DOCTRINE OF INDIAN CONTRACT ACT

- ✓ 2. Failure of object/Non-occurrence of contemplated event (विषय-वस्तु का नष्ट होना):-



Case: Krell v. Henry (1903)

- ✓ In this dispute, the respondent arranged to let the plaintiff for two days some rooms located at his Pal Mall for the coronation ceremony of Edward VII.

इस विवाद में प्रतिवादी ने अपने पाल माल (Pall Mall) नामक स्थान पर स्थित कुछ कमरे वादी को दो दिनों के लिए एडवर्ड सप्तम् के राज्याभिषेक समारोह देखने के लिए किराये पर देने का ठहराव किया।



DOCTRINE OF INDIAN CONTRACT ACT

✓ The coronation procession was cancelled due to the King's illness.

बाद में राजकुमार की बीमारी के कारण राज्याभिषेक समारोह स्थगित कर दिया गया।

✓ Held, A was not liable to pay rent of the room as the existence of the procession was necessary for the contract. The cancellation of the procession discharged the contract.

न्यायालय ने इस अनुबन्ध को आकस्मिक असम्भवता द्वारा व्यर्थ घोषित किया तथा कहा कि अनुबन्ध का उद्देश्य नैराश्य हो गया है।



DOCTRINE OF INDIAN CONTRACT ACT

✓ 3. Supervening Impossibility or Illegality-

Example:- Outbreak of war. Inter country contract to supply commodities, but war broke out between both countries.

उदा

DOCTRINE OF INDIAN CONTRACT ACT

✓ 4. Death or incapacity of party (पक्षकार की मृत्यु या अयोग्यता)



✓ Contract becomes impossible due to death, illness or incapacity of party
(मृत्यु, बीमारी या पार्टी की अक्षमता के कारण अनुबंध असंभव हो जाता है।)

↓
Case



DOCTRINE OF INDIAN CONTRACT ACT

Case: Robinson v. Davidson (1871)

- * **A piano player agreed to perform a concert on a particular day.**
- ✓ **She was unable to give her performance due to her illness.**

एक पियानो वादक एक विशेष दिन पर एक संगीत कार्यक्रम करने के लिए सहमत हुआ। वह अपनी बीमारी के कारण अपना प्रदर्शन नहीं दे पा रही थी।



- ✓ **Held, the contract was discharged due to her illness.**

उसकी बीमारी के कारण अनुबंध की समाप्ति या निर्वहन कर दिया गया।

fact ⇒

DOCTRINE OF INDIAN CONTRACT ACT

✓ 5. Change in circumstances/ law:-

परिस्थितिक → विधि Act

Case : Shyam Sunder v. Durga, (1966)

A agreed to sell his land to B. Subsequently the land was acquired by the Government.

ए अपनी भूमि बी को बेचने के लिए सहमत हो गया। बाद में सरकार द्वारा भूमि का अधिग्रहण किया गया।



Subject-matter
विषय-वस्तु

* The performance of contract becomes impossible due to use of power by the government.

सरकार द्वारा शक्तियों के उपयोग के कारण अनुबंध की पालना असंभव हो गया।

DOCTRINE OF INDIAN CONTRACT ACT

✓ 6. DELAY :-



Contract में Perform में
इ- delay.

DOCTRINE OF INDIAN CONTRACT ACT

7. Order of the Court: Sometimes by an order of the Court performance of contract may be stayed. In such a case, so long as the injunction or stay order is in, force, the contract cannot be enforced.

न्यायालय के आदेश पर - कभी-कभी न्यायालय द्वारा आदेश जारी कर दिये जाने पर भी अनुबन्ध पूरा करना असम्भव हो जाता है तथा नैराश्यता उत्पन्न हो जाती है ।

DOCTRINE OF INDIAN CONTRACT ACT

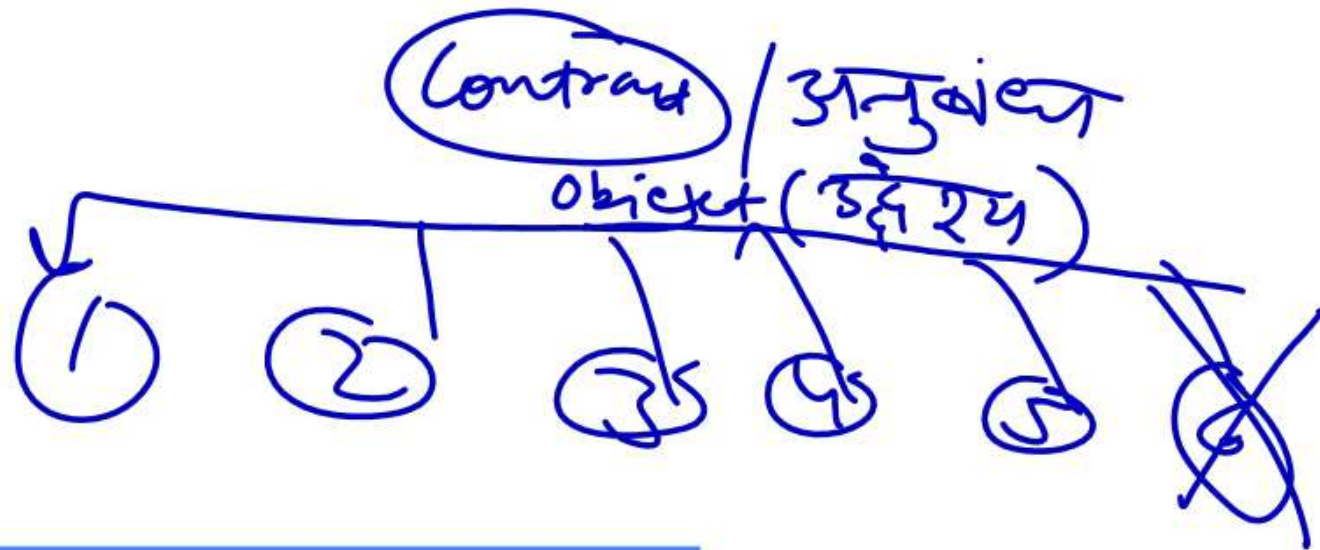
EXCEPTION:- The Doctrine of Frustration (नैराश्यता या विवशता का सिद्धान्त) - **DOES NOT APPLY-**

- ✓ 1. Commercial hardship or impossibility (व्यापारिक असंभवता)
↓
✓ + Increase in price of raw material (कच्चे माल के मूल्य में वृद्धि)
✓ + Increase in overhead costs. Example- Wages, Transport cost (उपरी व्यय में वृद्धि) Limit Bill
- ✓ 2. Difficulty in performance (निष्पादन की कठिनाई)
- ✓ 3. Stikes, lock-outs and civil disorders (हड़ताल, तालाबन्दी अथवा नागरिक उपद्रव)

DOCTRINE OF INDIAN CONTRACT ACT

- ✓ 4. Failure of one of the objects or partial impossibility: Where there are several objects for which a contract is entered into the failure of one of the objects will not discharge the contract.

किसी अन्य व्यक्ति की भूल अथवा कार्य से उत्पन्न असम्भवता—यदि किसी अनुबन्ध का निष्पादन किसी तीसरे व्यक्ति की भूल अथवा किसी अन्य कार्य के परिणामस्वरूप असम्भव हो जाता है जिस पर वचनदाता का वचन आश्रित था, तो ऐसा अनुबन्ध समाप्त हुआ नहीं माना जा सकता।





ONLINE FREE MOCK TEST SERIES

for

RJS MAINS & MPCJ



Tansukh Paliwal
(Linking sir)

All State Judiciary & Law Exams

Our Running Batch

Linking Regular Batch 2.0

Started from 12 April 2022

APO Linking Batch (ASSISTANT PROSECUTION OFFICER)

Started from 20 April 2022

Use Code : **LINKING** and get 10% off | For More Information ☎ 7825860310



Judiciary

Unacademy Goal

Achieve your exam goal with 20% off on all subscription*

Hurry! Offer ends on April 28, 2022

ANOOP20

Duration	Plus Regular Price	Plus Offer Price	Iconic Regular Price	Iconic Offer Price
24 Months	₹ 63,250	₹ 50,600	₹ 1,04,650	₹ 83,720
18 Months	₹ 53,367	₹ 42,694	-	-
12 Months	₹ 43,484	₹ 34,788	₹ 64,185	₹ 51,348
6 Months	₹ 31,625	₹ 25,300	₹ 41,975	₹ 33,580
3 Months	₹ 19,766	₹ 15,813	-	-
1 Month	₹ 7,906	₹ 6,325	-	-

All State Judiciary & Law Exams

Our Running Batch

Linking Regular Batch 2.0

Started from 13 April 2022

APO Linking Batch

Started from 20 April 2022

DJS Mains Revision Batch

COMING SOON

Use Code **ANOOP20** and get 20% off

For More Information



7825860310

SPECIAL CLASS FEATURES

Interactive Live Classes



Attend Live Class, participate in Live Chat and get your doubts cleared - all during the class.

Polls for Learners



Respond to polls for a better understanding of a topic.

Raise A Hand



Plus Subscribers can Talk with educators in Live Classes and get the doubts resolve in real time.

Never Miss a Class



Get notified for lessons, upcoming courses and recommendations curated for you.

Lecture Notes

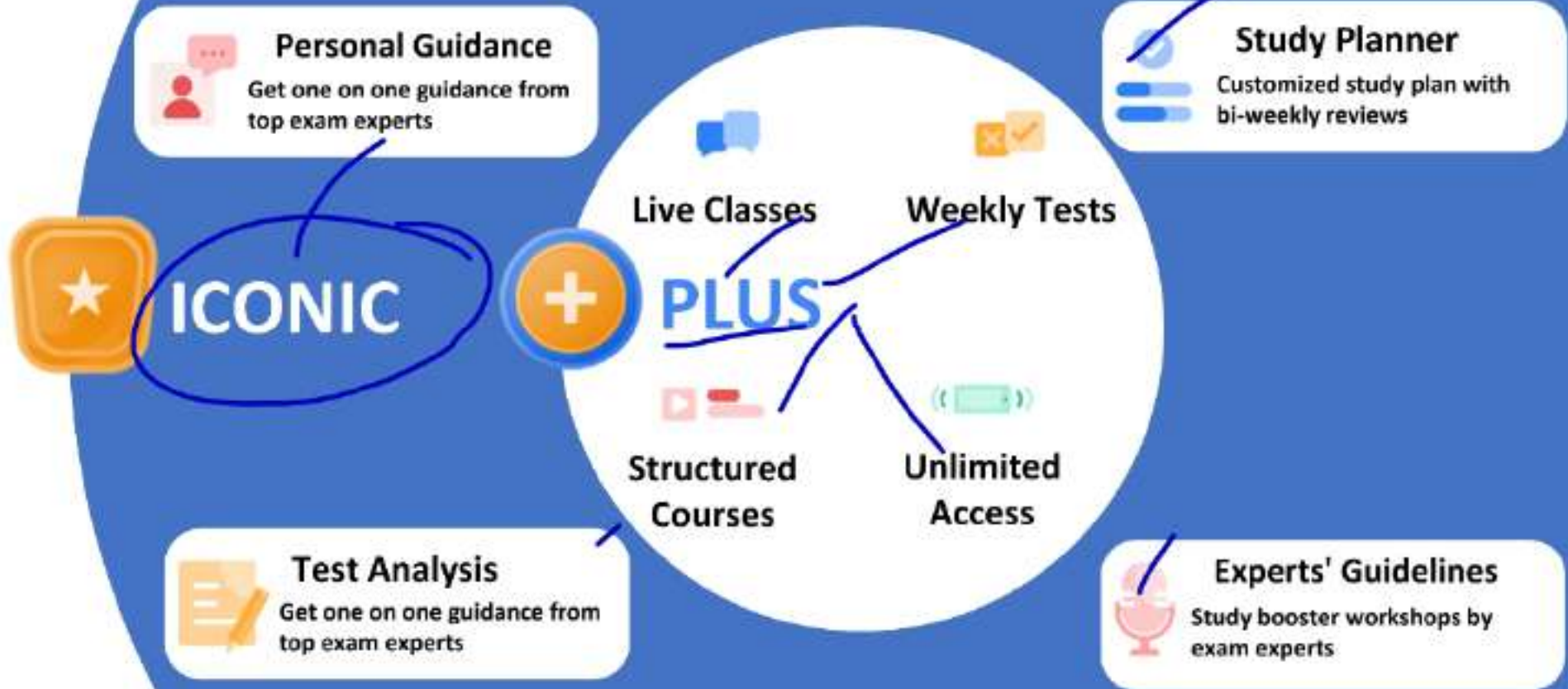


Download lecture notes and get access to recorded sessions of Live Classes. Revisit important topics whenever you need.

Anytime/ Anywhere



Watch our Live Classes anytime from anywhere from any of your device.



Unacademy Subscription



Plus Subscription

× Judiciary - PCS (J) subscription

- ✓ India's best educators
- ✓ Daily interactive live classes
- ✓ Structured courses and PDFs
- ✓ Live Mock Tests & Quizzes

24 months <small>No cost EMI</small>	₹2,635/mo ₹63,250	>
18 months <small>No cost EMI</small>	₹2,965/mo ₹53,367	>
12 months <small>No cost EMI</small>	₹3,624/mo ₹43,484	>
6 months <small>No cost EMI</small>	₹5,271/mo ₹31,625	>

ANOOP20

Iconic Subscription

× Judiciary - PCS (J) subscription

- ✓ India's best educators
- ✓ Daily interactive live classes
- ✓ Structured courses and PDFs
- ✓ Live Mock Tests & Quizzes

24 months <small>No cost EMI</small>	₹4,360/mo ₹104,650	>
12 months <small>No cost EMI</small>	₹5,349/mo ₹64,185	>
6 months <small>No cost EMI</small>	₹6,996/mo ₹41,975	>

ANOOP20

LINKING

BUGS BOUNTY



Opportunity for all Learners to report any inappropriate content in the video

Be the first one to report a particular issue to claim your prize

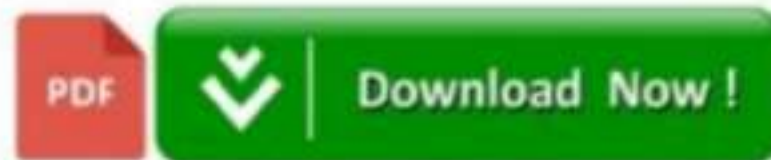
Report any inappropriate content using the form in the description



Thank You!

ANoop20

+ SUBSCRIBE



Linking Laws A hoop Six.

