

Name - Dhanashri Ravindra Gaikwad.
Subject - Business Law.

[Q. 1]

Ans - Q. 1]

For a contract agreement must be enforceable by law. agreement there must be valid offer and valid acceptance. Social or domestic agreement are not enforceable by law. There was no any legal obligation between party.

Thus, A invites B to see a football match and B agrees. But A could not manage the tickets for match. Here the agreement between A and B is social agreement, no intension to create legal relationship between A and B. Therefore B cannot claim for the compensation by A.

[Q. 2]

Ans - Q. 2]

Distinguish
Points

void Agreement

Illegal agreement.

1]

Scope

void agreement is not necessary to illegal

Illegal agreement are always void.

2]

Nature

Not forbidden under the law

Always forbidden under the law.

3]	<u>Punishment</u>	There will be no punishment to party when Contract ^{agreement} become a void agreement.	In Illegal agreement punishment is given to the party.
4]	<u>Collateral agreement</u>	Agreement collateral to a void agreement is not void. It is a valid	Agreement collateral to a legal agreement is always void.

[Q. 3]

Ans - Q. 3] According to Section 9 of Indian Contract Act, 1872, proposal or acceptance of promise made without / unless words then it is Implied Contract. Implied contract comes in existence by implication. In above example Coolie picking up the luggage of R to be carried out of the railway station being without asked by R. Here, Coolie give implied [wordless] offer to R and R also accept it by impliedly. There must be a offer and acceptance and intension to create legal relationship.

Therefore, Coolie is entitled to receive money from R due to implied offer or acceptance.

[Q 4]

Ans - Q 4]

A Contract

According to Section 2 (j) of Indian Contract Act, 1872 "A contract ceases to be enforceable by law become void ceases to be enforceable."

void contract cannot enforce by the Law conduct.

void contract is caused due impossibility of performance or something uncalled happening. Here, X contract with Z for the supply of 10 tons of rice, but before the supply is effected, fire caught in the factory and everything was destroyed. due to fire caught in factory X & Z cannot complete the contract. And there is no intention to create legal relationship because of contract is void.

[Q 5]

Ans - Q.5]

Executory contract is a consideration of reciprocal promises. Bilateral executory contract is a obligation is outstanding by a both party.

Here, A promises to sell his plot to B for 1 lakh but A gives a possession of plot to B and promise to execute sale deed on receipt of the whole amount it means A required obligation and B also outstanding the obligation of payment 75,000 to A. Both party obligation or consideration is outstanding so there will be Bilateral executory contract.