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Prathk Suryawanshi [law]

Q.1]

Ans: 1] No, it is not possible for B to claim the compensation from A because there is no intention to create legal relationship in this case.

2] This is an social agreement.

3] Hence, it is not a contract where B should claim compensation.

4] To form a contract, the agreement should be enforceable by law. And also there should be two parties, where there is valid offer and acceptance.

5] In social agreement there is no intention to create legal relationship and it is not enforceable in the court of law.

6] So, in this present case the agreement where there is absence of legal relationship B cannot claim the compensation from A.

Q2.]

Void Agreement	Illegal Agreement
Meaning	
1.] Void Agreement is enforceable by law but it ceases the enforceability gets over and it become void.	1.] The agreement which is not enforceable in the court of law & the law forbids that it is known as illegal ~~cont~~ agreement.
Scope	
2.] Void agreement is not necessarily illegal.	2.] An illegal agreement is always void.
Nature	
3.] Void Agreement is not forbidden in the court of law.	3.] Illegal Agreement is forbidden in the court of law.
Punishment	
4.] Parties are not liable for any punishment under the law.	4.] Illegal agreement are totally liable to get punished.

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Q3]
Ans:- In this case, implied agreement is being take place. As per section 9 in the Indian contract act 1872, if the acceptance takes place without using any words is said to be implied.
Here, the coolie take luggage of R in the railway station where implied acceptance takes place & R also allow him to do so.
So, R is liable to pay money & coolie is entitled to receive it.

Q4]
Ans:- A contract which ceases to be enforceable by law but becomes void when it ceases to be enforceable.
As per section 2 (j), the contract which cannot be enforceable by law is an void contract.
In the above case, X contract with Z for the 10 tons rice and the fire take place in the factory. And Z is not having the possibility to perform it.
So, the contract between X & Z was enforceable by law at the beginning but due to fire its enforceability gets over and the contract become void.

Q5:]

Ans:- In the above case, contract between A & B is an executory contract. As per the Indian contract act, the contract where the consideration is promise or obligation takes place is called executory contract. So, there is an consideration between A & B, where A promise to sell his plot to B when he received full money. And B pays Rs 25000 as earnest money and promise to pay the balance on the next sunday.

Hence, there is obligation & consideration between A & B therefore it is an executory contract.

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