

<b>COURSE TITLE</b>	<b>LAW OF CONTRACT I: GENERAL PRINCIPLES</b>
<b>COURSE CODE</b>	<b>10FL2102</b>
<b>COURSE CREDITS</b>	<b>4</b>

**Objective:**

- 1 To provide a conceptual understanding of the basic principles of the Law of Contract
- 2 To develop analytical skills concerning various issues related to the law of Contract
- 3 To understand the judicial interpretation of the statute the case analysis method of teaching will be mostly adopted.

**Course Outcomes:** After completion of this course, student will be able to:

- 1 Develop a conceptual understanding of the basics of the law of contract.
- 2 Understand the legal aspects of a valid contract and simultaneously judge a void and voidable contract.
- 3 Learn the remedies available in cases of breach of contract
- 4 Develop strong analytical skills to review, draft, and analyze a contract.

**Pre-requisite of course:**N/A

**Teaching and Examination Scheme**

<b>Theory Hours</b>	<b>Tutorial Hours</b>	<b>Practical Hours</b>	<b>ESE</b>	<b>IA</b>	<b>CSE</b>	<b>Viva</b>	<b>Term Work</b>
3	1	0	50	30	20	0	0

<b>Contents : Unit</b>	<b>Topics</b>	<b>Contact Hours</b>
1	<b>Introduction and Formation of Contract</b> The historical development of contract Law-Common Law & Indian Origin, Meaning & Purpose of Contract, Definitions & Formation of Contract – Agreement and Contract- Proposal, Offer, and invitation to offer, Communication of Proposal Communication when complete, Intention to enter into a Contract, Family & Social matters, Business matters, Acceptance, Agreement, Contract, Revocation of offer and acceptance, Types of Contracts- Standard form of contract, Essentials of a Valid Contract, Formation of E-Contract, Smart-contracts-Meaning, relevance, AI-based contracts and agreements, Government Contracts	8

<b>Contents : Unit</b>	<b>Topics</b>	<b>Contact Hours</b>
2	<p><b>Consideration, Capacity to Contract, Free Consent, Legal Object</b></p> <p>Consideration: Doctrine of consideration, Essential of valid Consideration, The rule =no consideration no contract?- its exception‘, the inadequacy of consideration, nudum pactum, Privity of contract and of consideration, Unlawful consideration and its effects,, Capacity to Contract: Natural Person Agreements by minor, Unsoundness of mind, Legal Person, Company, State, Disqualification under Law, Free Consent – Definition, Factors vitiating free consent: Coercion, Undue Influence, Misrepresentation, Fraud, Mistake, etc., Legal Object: Forbidden by Law, Void and Illegal Contracts, Defeat the provisions of any law, Fraudulent Purpose, Agreement injurious to the person or property of another, Opposed to Public Policy.</p>	8
3	<p><b>Void Agreements, Contingent Contracts</b></p> <p>Agreements in Restraint of Marriage, Agreements in Restraint of Trade., Agreement in Restraint of Legal Proceedings, Ambiguous and Uncertain Agreements, Agreement by Way of Wager., Contingent Contract, Enforcement of Contingent contract</p>	7
4	<p><b>Performance of Contract, Discharge of Contract</b></p> <p>Offer of performance or tender, Essential of a Valid Tender, Effect of failure to perform the Contract in time, Appropriation of Payment, Discharge by Performance, Discharge by Breach of Contract, Discharge by Impossibility of Performance., Discharge by Agreement and Novation, Rescission and Alteration, Force Majeure</p>	7
5	<p><b>Quasi -Contracts, Breach of Contract, Remedies for Breach of Contract</b></p> <p>Claim for necessities supplied to incapable person, Reimbursement of person paying money due by another, Obligation of person enjoying the benefit of non-gratuitous act, Responsibility of finder of goods, Liability of person to whom money is paid, or thing is delivered by mistake or under coercion, Meaning, kinds of breach, remedies for breach; Remedies generally, Damages: measure of damages, remoteness of damages, Quantum Meruit, Contract Drafting, Salient features of Registration Act &amp; Stamp Act- Meaning of Stamping, Registration and Franking.</p>	8
6	<p><b>Specific Relief Act, 1963</b></p> <p>Specific performance of contract-Recovering possession of property specific performance of contract, Contract that can be specifically enforced, Persons for or against whom specific enforcement can be ordered, Discretionary powers of Contract, Ratification or instruments-Recession and cancellation, Injunction- Temporary, Perpetual, Mandatory, Prohibitory, Declaratory Decree</p>	7
<b>Total Hours</b>		<b>45</b>

### Suggested List of Experiments:

Contents : Unit	Topics	Contact Hours
1	<b>Exercises related to Law of Contract</b> Issues related to Law of Contract - I	15
<b>Total Hours</b>		<b>15</b>

### Textbook :

- 1 Law of Contract and Specific Relief, Avatar Singh, Eastern Book Company, 2011

### References:

- 1 Chitty on Contracts, Chitty on Contracts, Joseph Chitty, Sweet and Maxwell Limited, 2011

### Suggested Theory Distribution:

The suggested theory distribution as per Bloom's taxonomy is as follows. This distribution serves as guidelines for teachers and students to achieve effective teaching-learning process

Distribution of Theory for course delivery					
Remember / Knowledge	Understand	Apply	Analyze	Evaluate	Higher order Thinking / Creative
10.00	10.00	30.00	10.00	20.00	20.00

### Supplementary Resources:

- 1 <https://www.indiacode.nic.in/bitstream/123456789/2269/1/187201.pdf>
- 2 <https://www.legalserviceindia.com/legal/article-220-law-of-contract.html>
- 3 <https://www.manupatrafast.com/search.asp?q=Indian+Contract+Act+1872>
- 4 <https://www.justia.com/injury/contracts/>