

# CONTRACT LAW IN INDIA

THIRD EDITION

NILIMA BHADBHADE

# **Contract Law in India**

**Third Edition**

**Nilima Bhadbhade**

This book was originally published as a monograph in the International  
Encyclopaedia of Laws/Contracts.

General Editors: Roger Blanpain, Frank Hendrickx  
Volume Editor: Jacques Herbots



**Wolters Kluwer**

*Published by:*

Kluwer Law International B.V.  
PO Box 316  
2400 AH Alphen aan den Rijn  
The Netherlands  
Website: [www.wklawbusiness.com](http://www.wklawbusiness.com)

*Sold and distributed in North, Central and South America by:*

Wolters Kluwer Legal & Regulatory U.S.  
7201 McKinney Circle  
Frederick, MD 21704  
United States of America  
Email: [customer.service@wolterskluwer.com](mailto:customer.service@wolterskluwer.com)

*Sold and distributed in all other countries by:*

Turpin Distribution Services Ltd.  
Stratton Business Park  
Pegasus Drive, Biggleswade  
Bedfordshire SG18 8TQ  
United Kingdom  
Email: [kluwerlaw@turpin-distribution.com](mailto:kluwerlaw@turpin-distribution.com)

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*Printed on acid-free paper*

ISBN 978-90-411-6852-8

This title is available on [www.kluwerlawonline.com](http://www.kluwerlawonline.com)

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Printed and Bound by CPI Group (UK) Ltd, Croydon, CR0 4YY.

# **Contract Law in India**

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Her areas of interest are Laws of Contract, Insurance, and Intellectual Property. She has been invited to seminars and workshops to speak on these subjects and has also conducted workshops and seminars on teaching methods. She conducts training programmes for persons in industry about contracting.

In 2012, she thoroughly revised the fourteenth edition in two volumes of the 100-year old treatise – *Pollock and Mulla's Indian Contract and Specific Relief Acts*, with an updated edition in 2014. She has also written a book in 2014 – *Specific Performance of Contracts: The Tests of Inadequacy and Effective Enforcement*.

Her works are available at <<http://ilslaw.academia.edu/NilimaBhadbhade>>.



## List of Abbreviations

AC	Appeal Cases
AIR	All India Reporter
All	Allahabad
All ER	All England Reports
All ER Rep	All England Reports (Reprint)
AP	Andhra Pradesh
Bom	Bombay
Bom LR	Bombay Law Reporter
Cal	Calcutta
Ch	Chancery
Del	Delhi
FB	Full Bench
FC	Federal Court
Guj	Gujarat
Hyd	Hyderabad
IA	Indian Appeals
<i>ibid.</i>	<i>ibidium</i> (in the same place)
ILR	Indian Law Reports
ITR	Income-Tax Reports
KB	King's Bench
Ker	Kerala
Lah	Lahore
LR	Law Reports
Mad	Madras
Mad LJ	Madras Law Journal
MIA	Moore's India Appeals
MLJ	Madras Law Journal

## List of Abbreviations

MP	Madhya Pradesh
Mys	Mysore
Nag	Nagpur
Ori	Orissa
Pat	Patna
PC	Privy Council
Pesh	Peshawar
PIL	Public Interest Litigation
Pun	Punjab
QB	Queen's Bench
Raj	Rajasthan
SC	Supreme Court
SCC	Supreme Court Cases
SCR	Supreme Court Reports
SCW	Supreme Court Weekly
Supp	Supplement
UK	United Kingdom
UNCITRAL	United Nations Commission on International Trade Law
US	United States of America
WTO	World Trade Organization



# Preface

This monograph presents the Indian law of contracts for a foreign lawyer. It discusses important principles of contract law as found in the Indian Contract Act 1872 and other special laws and precedent. At first sight, a reader might be tempted to think that Indian law follows English law. This is to some extent true, because the Act draws heavily on the English common law prevalent when it was enacted. Yet Indian law differs on many important aspects; the difference have been highlighted at suitable places. Contracts are governed by many other statutes. These statutes and their application are stated at appropriate places. Reference to case law is also indispensable for interpretation of the Act. Many case laws decide principles on which the Act is silent. The statutes and judgments, especially of the Supreme Court of India, are available on the Internet for anyone wanting to know the details.

The law stated here is updated as of August 2015.

*Nilima Bhadbhade, Ph.D., Pune.*

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