

**Law of Contract I & II by Dr. Y.S. Sharma, University Book house (P.) Ltd, 79, Chaura Rasta, Jaipur- 302003, Pg 365 & 352, Price Rs 225 & 225**

*Biresb Prasad\**

The enormous growth in business sector has made the study of law of contract an important and indispensable subject of which one ought to grasp knowledge of. Dr Y.S Sharma the author of law of contract I & II have come to the rescue of those in search of Book in the subject by minutely detailing out aspects in contract law with illustrations and relevant landmark judgements on the subject. Book I deals with general principles of contract and Specific Relief Act ,1963 and Book ii covers law relating to Indemnity, Guarantee, bailment, pledge, Agency, Sale of Goods and Indian Partnership Act.

Law of contract I is divided into two parts which again is subdivided part one into 14 chapters and part two into eight chapters altogether consisting of 22 chapters along with bare act provision of Indian Contract Act,1873 from section 1-75 and specific Relief Act , 1963.

The author in chapter one deals with general concept of contract in very simple words explaining the object, function, definition of contract. Kinds and classification along with distinction of contract with agreement are dealt with. In chapter two all-important concept of proposal or offer is taken to its minute detailing. The often confusing term of offer and Invitation to treat is beautifully explained. In chapter three when an offer is said to be accepted, the rules regarding acceptance are dealt with. All important requirement in contract of the presence of consideration, its legal requirement and when can it can be done away with is covered under chapter four.

Capacity refers to the competence of the parties to enter into a valid contract. If a person is of the age of majority with sound mind with no disqualification in law then he is said to have capacity to enter into contract. All these aspect along with Nature of minor agreement in details have been covered in chapter five. Consent being one of the essential elements of valid contract, the concept of free consent, undue influences its presumption, duress, fraud, misrepresentation etc. is dealt with in chapter six. Mistake, its classification, it is covered in chapter seven. The mistake as to subject matter, as to identity of parties, as to nature of transaction is also dealt with in this chapter. Legality of object is covered under chapter eight. Void agreement and contingent contract is dealt with in chapter nine and ten. Wagering contract its essential and exception is dealt with in chapter nine by the author.

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Contract is to be performed but by whom and who should at what times one should tender for performance is dealt with in chapter eleven. Frustration of contract along with the grounds for it is also covered in this chapter. Chapter Twelve deals with appropriation of payment and contracts which need not be performed. A quasi contract is not, in fact, a contract at all. It is not the product of any contractual agreement between parties but creation of law on equitable principles. Each and every aspects of quasi contract is taken care of in details in chapter thirteen. When one contract with other party it is not always that the contract is performed in each and every case. There are instances in which a breach of contract is made by either party to contract. The remedies for breach of contract are dealt along with instances and case laws by the author in chapter fourteen.

Part II in Book law of contract I deals with specific performance of contract in details.

Law of contract ii is the continuation of law of contract I Book by the author himself. The Book is divided in a well ordained manner. The first part of the Book covers eight chapters which deals with Contract of Indemnity, Guarantee, Bailment, Pledge, Agency etc. second part deals with the subject which is very akin to law of contract, i.e., sale of goods act which is divided into six chapters dealing with each and every provision in details. Topics such as formation of the contract of sale, conditions and warranties, passing of property, transfer of title, performance of contract, rights of unpaid seller etc. are dealt with precision. Part iii deals with Indian partnership act. The whole act is divided into seven chapters giving full insights into the provision of the act. The author has taken in the view that reader while going through the chapters would be in need of bear act so he has added the bare act in appendices section.

While dealing with the indemnity provision in chapter one the author has given a comparative analysis of Indian as well as English laws. The illustration and case laws add to enrichment of the topic.

Contract of guarantee resembles quite similar to contract of indemnity at the outset to its reader. The author has very clearly made a pointwise distinction between the two, Thereby clearing the doubts in the minds of reader with authority. The notion of surety along with its rights and liabilities and when they are discharged of their obligation as surety also finds a place in this chapter.

Chapter three deals with general principles underlying the contract of Bailment, its essentials, Duties of Bailor, Rights and Duties of Bailee in details along with illustration and case laws.

When bailment of goods acts as a security of promise or payment of a debt it is known as pledge. Keeping in mind its relation with bailment a clear cut distinction

is provided in details. All the aspects of pledge is covered in a well ordained way in chapter four.

Chapter five to eight deals with Agency, Relation of Principal with Agent and Third Parties and Determination of Agency. The author comes in rescue of reader clearing doubts and giving a comprehensive knowledge of the topic in hand which is also closely related with law of torts. The reader finds elaborate distinctions/ charts with case laws to enhance its understanding in this area.

Part II from chapter nine to fifteen deals with sale of goods. In chapter nine the author has given a crystal clear view of sale and its essentials. As the concept is generally confused with agreement to sell, bailment, hire purchase agreement, gift etc. the author has included it in detail.

Whenever one purchases anything he is deeply concerned with terms and condition along with warranties provided in chapter ten. The author provides a distinction between two and when condition is to be treated as warranty. In contract of sale there generally are no implied conditions as to be fit for a particular purpose. It remains the duty buyer

A seller is in dilemma as to what would be its own remedy in case the buyer does not tender the sale consideration. The author in chapter 15 has enumerated in details the rights of unpaid seller in simple words. The confusion as to the difference between lien and right of stoppage of transit is put to rest with the help of difference between the two.

In chapter 16 auction sale, its kinds, rules etc has been given in details.

With the increasing collaboration and willingness to minimize risk along with mentality to work with people with expertise on particular subject matter. The role of partnership in day to day business is increasing. The author in part iii from chapter 16-22 has dealt in minute details the whole concept of partnership.

Chapter 16 deals with partnership, essentials its test, its distinction with similar association such as Hindu undivided family, co ownership, Joint Stock Company are dealt with precision. The case laws are drawback in this chapter, as it is very rarely taken care of.

Chapter 17 deals with rights and duties of partner, what actually consists of partnership property. There are always a question in the minds of person when they deal with a partnership firm as to whom are, they to consider as relevant authority. All these aspects are put to rest by the author in chapter 18. Implied authority of a partner with its restriction are addressed in this chapter. Position of minor, its rights and duties are carefully been taken care of in this chapter.

Chapter 19 deals with incoming and outgoing partners which clarifies as to status of a parson who is taken in partnership and who opts out of it. Chapter 20 deals

with the issue of dissolution of a firm. Different ways of dissolution is presented in details in the chapter.

Registration of firms always provides a valuable aspect in partnership as to rights and duties of partners as well as rights of those dealing with the firm. A detailed analysis is done for the rendered in regards in it.

Appendices is attached which provides Indian contract act,1872, the sale of goods act,1930, the Indian partnership act, 1932 which allows its readers to have a clear-cut knowledge of the provision while reading the detailed analysis in the Book.

As a whole both the books on Law of Contract, One and Two, provide a satisfactory reading to its readers.