



## **BOOK REVIEWS**

LAW OF CONTRACT (2000). By S.S. Ujjannavar. Eastern Law House, Calcutta. Pp. xxxviii + 438. Price Rs. 210.

THERE ARE many books on the subject of 'contract'. However, the book under review differs in two ways from others. First, it is not a complete law of contract; it deals with only general principles of law of contract contained in sections 1 to 75 of the Indian Contract Act, 1872. Second, it is not a section-wise commentary but a subject-wise topical presentation for students of law and academicians.

The book under review is divided into 21 chapters. It contains a foreword by former Chief Justice of India, Mr. Justice M.N. Venkatachalia. In the preface, the author had noted that the Indian Contract Act is "the worst piece of codification". As its sections are not systematically arranged and the Act is not exhaustive, for these reasons, the law as laid down in the Indian Contract Act is dealt with subject-wise with the help of English law when needed. But the arrangement of chapters is not justifying this claim. After 'Introduction' in chapter I, author has devoted chapter 2 on 'Formation of Contract'. He has stressed therein only formation by negotiations of offer and acceptance resulting in a promise, reciprocal promise i.e. agreement. He has not discussed two other ways of formation of a contract viz. standard form and promissory estoppel. Although the author has given the last chapter on the doctrine of promissory estoppel but that is only in relation to section 25 of the Act distinguishing it from English and American law. The author stated at the end, "The doctrine of promissory estoppel is neither in the realm of contract nor in the realm of estoppel as is understood in the law of evidence"<sup>1</sup>. This may be correct as the doctrine has emerged from Administrative law but now it is the third mode of formation of a contract, 1<sup>st</sup> and 2<sup>nd</sup> being 'agreement' and 'standard form'<sup>2</sup>.

Chapter 2 deals with 'Formation of Contract' by agreement i.e., proposal or offer and various legal rules such as intention to create legal relation, offer and invitation to treat, cross offers, communication of offer and communication of its special conditions. The last legal rule falls in the realm of interpretation of wide exemption clause in a standard form contract. The author could have devoted more space to this important area.

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1. S.S. Ujjannavar, *Law of Contract* 380 (2000).

2. Sec. syllabi of civil services examination, paper II. section B. Law of Contracts and Mercantile Law. See also, contents of paper on principles of contract prescribed for LL.B. examination by Bar Council of India.



Chapter 3 discusses 'Acceptance', its meaning, legal rules, mode and manner, communication of acceptance by silence and conduct. The author has not given his views when omission of the party can amount to acceptance, an area which is not clear to the students.

Chapter 4 deals with when communications of proposal, acceptance and revocation is complete, time limit of revocation, when proposal lapses, express and implied agreements.

Chapter 5 is on 'Contracts with Government'. Chapter 6 deals with 'agreement' in detail and its essentials.

Chapter 7 deals with consent and free consent and those factors vitiating consent which render the contract voidable.

Chapter 8 deals with mistake and its effect on agreement when it is void and when it does not affect it in that way.

Chapter 9 deals with 'Consideration' its meaning, importance, exceptions and adequacy. The author has also discussed privity of contract under consideration of third parties. It would have been better if the author had devoted some space to differentiate between doctrine of privity of consideration (under, common law) and doctrine of privity of contract in detail. Chapter 10 is on 'Lawful Consideration and Lawful Object'.

Chapter 11 deals with 'Public Policy' in continuation of chapter 10. Chapter 12 discusses other 'Agreements' which are 'Specifically Declared Void' under the Act. This chapter also notices 1997 amendment to section 28 of the Act dealing with limitation of time to enforce rights under a contract.

Chapters 13, 14, 15 and 16 deal with four major modes of discharge of contracts, viz., 'Discharge by Performance', 'Discharge by Agreement', 'Discharge by Impossibility' (or frustration) and 'Discharge by Breach'.

Chapters 17 and 18, relating to performance, have dealt separately 'Rules as to Appropriation of Payment' and 'Rules relating to Joint Rights and Joint Liabilities'.

Chapter 19 is on 'Contingent Contracts'. Chapter 20 is on 'Quasi-Contract' and as already stated chapter 21 is on the 'Doctrine of Promissory Estoppel'. Though there should have been a separate chapter on remedies for breach of contract but the author has dealt it in chapter 16 under Discharge by Breach.

The Author has not devoted any chapter on 'Standard Form Contracts'. The interpretation of wide exemption clauses in a 'Standard Form Contract' is however scattered in various chapters.

No doubt in the contents<sup>3</sup> the author has given detailed synopsis of each chapter but they are not arranged systematically as aimed. The difference between various types of agreements and contracts from the

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3. *Supra* note 1 at 11-16.



point of validity e.g. between void and illegal agreements, between voidable contracts and unenforceable contracts, agreements which are discovered to be void, becoming void, void to that extent and void *ab-initio* have not been pointed out at one place in a logical manner.

The author has given difference between English law and the Indian law in many aspects and at places has referred to American law also.

The Book under review has a 'Table of Cases'<sup>4</sup> but it does not indicate pages in bold letters where a case's facts are discussed in detail. This is important for those students who are taught law by case method, e.g. in Delhi and other universities.

The author has given in Appendix<sup>5</sup> the text of the Indian Contract Act, 1872 but it is devoid of reference to various amendments or any annotations giving reference to discussion in various chapters.

There is a topical index<sup>6</sup> but the book has not given any table of statutes which is very useful for understanding section wise commentaries and relation of law of contract with other related laws.

As the book is primarily meant for law students a summary chapter at the end would have increased the utility in two ways. It would have served the purpose of revising contract law at a glance and as a guide for taking law examinations for which students usually resort to confusing, made easy series or misleading question-answer *dukkies*.

A select list of books and articles used or relied on by author would have helped serious students of law to verify their notes and prepare comments, if any.

The author who is a distinguished academician and who has now joined Bar after retirement could help Law Commission of India and other agencies by giving his critical comments for reformation of law of contract in difficult & obscure areas e.g. capacity, unfair terms and typical contracts e.g. building contracts, standard form contracts.

The book is written in a simple and lucid language. The print is easy on eyes; paper used is fine; the get up is simple and is suitably priced. Almost all landmark cases have been discussed. The citations on sample checking are found correct.

The author could have enriched the book by providing a separate chapter on 'Non-Contractual Remedies for Breach of Contract' e.g. injunctions and specific performance<sup>7</sup> in relation to related areas. The

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4. *Supra* note 1 at 17-38.

5. *Supra* note 1 at 391-428.

6. *Supra* note 1 at 429-438.

7. The Bar Council of India has now prescribed The Law of Contract with Specific Relief as a compulsory subject for study in the LL.B. course, therefore, it is humbly suggested that in the future edition if a chapter on Specific Relief (according to new course) is also added then it will enhance the utility of the book considerably for law students.



author has not referred to latest case law which is very useful to students for civil services examination. The author could have referred to various examination problems at appropriate places to enable the students to locate right answers with special reference to relevant statutory provision, case law and topical issue.

The author may implement these suggestions in the next edition, if he finds them useful and necessary. At present the book under review can be recommended as a good reference book to law students, academicians and also to the busy Bench and the Bar.

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