

1. A sends an offer via email to B, offering to sell his car for ₹3,00,000. B receives the email and posts a letter of acceptance to A the next day. Before A receives the letter, he sends another email to B revoking the offer.

(a) Is the revocation of the offer by A valid?

- **Provision (Sections 3, 4, and 5, Indian Contract Act, 1872):**
 - **Section 3:** Communication of revocation is effective when it comes to the knowledge of the offeree.
 - **Section 4:** Revocation of an offer must reach the offeree before their acceptance is communicated to the offeror.
 - **Section 5:** Acceptance can be revoked before it reaches the offeror.
- **Analysis:**
 - A's revocation is valid if it reaches B before B's acceptance (via letter) is communicated to A. Since B's acceptance is communicated only when the letter reaches A, A's revocation, if received earlier, is effective.
- **Conclusion:**

The revocation is valid if the email reaches B before A receives B's acceptance.

(b) If B's acceptance is valid and the revocation fails, does this create a binding contract?

- **Case Laws:**
 - *Henthorn v. Fraser*: Acceptance is effective when the letter is posted (Postal Rule).
 - *Bhagwandas v. Girdharilal*: Communication of revocation is complete only when the offeree is aware of it.
- **Analysis:**

If B posts the letter before receiving A's revocation email, the acceptance is valid, creating a binding contract.
- **Conclusion:**

A contract is formed if the acceptance reaches A before the revocation is communicated to B.



2. X and Y enter into an agreement where X promises to pay ₹5,00,000 to Y if Y agrees not to marry for the next five years. Later, Y decides to get married, and X sues Y for breach of contract.

(a) Is the agreement between X and Y valid under Section 23?

- **Provision (Section 23, Indian Contract Act, 1872):**
The object or consideration of a contract is unlawful if it:
 1. Is forbidden by law.
 2. Is against public policy.
 3. Involves harm to others.
- **Analysis:**
The agreement restrains Y's personal freedom to marry, which is against public policy.

Case Law: <i>Gherul Parakh v. Mahadeodas Maiya</i>
In this case, it was held that an agreement that violates public policy is void.

- **Conclusion:**
The agreement is void under Section 23 due to an unlawful object.

(b) Highlight the consequences of entering into an agreement that violates public policy.

- **Consequences:**
 - The agreement is unenforceable.
 - No legal remedies are available to either party.
 - Both parties are restored to their pre-contractual positions.



3. P agrees to sell a piece of land to Q for ₹10,000. Later, P realizes that the market value of the land is ₹50,000 and refuses to proceed, arguing that ₹10,000 is inadequate consideration.

(a) Can inadequacy of consideration render the contract void?

- **Provision (Sections 2(d) and 25, Indian Contract Act, 1872):**
 - Consideration need not be adequate but must be lawful.
 - Inadequacy of consideration does not void a contract unless influenced by fraud, coercion, or undue influence.

Case Law: Chidambaram v. P.S. Krishnaveni Ammal

In this case it was held that inadequacy of consideration does not void a contract.

- **Conclusion:**
P cannot refuse performance based on inadequacy of consideration.

(b) What are the circumstances in which a contract without consideration is valid?

- **Exceptions (Section 25):**
 1. **Natural Love and Affection:** Written and registered agreements between close relatives.
 2. **Voluntary Compensation:** For past voluntary services.
 3. **Promise to Pay Time-Barred Debt:** If the promise is in writing and signed.

Case Law: Chinnaya v. Ramayya

In this case, it was held that Natural love and affection validated a gift deed despite lack of consideration.



4.A agrees to deliver 500 bags of rice to B at ₹2,000 per bag on January 1. A fails to deliver, and B buys the same quantity at ₹2,500 per bag from another supplier.

(a) Can B claim damages for the breach of contract by A?

- **Provision (Section 73, Indian Contract Act, 1872):**
The aggrieved party is entitled to compensation for losses arising naturally from the breach.

Case Law: *Hadley v. Baxendale*

In this case, it was held that damages must flow naturally from the breach.

- **Conclusion:**
B can claim ₹500 x 500 bags = ₹2,50,000 as damages.

(b) If A contends that market fluctuation is not his fault, will it exempt him from liability?

- **Analysis:**
Market fluctuation is foreseeable and does not exempt A from liability.
- **Case Law:**
 - *Koufos v. C. Czarnikow Ltd.*: Foreseeable damages are recoverable.
- **Conclusion:**
A cannot escape liability for price fluctuation.



5.A agrees to pay B ₹1,00,000 if B's ship reaches Mumbai port safely by March 15. The ship sinks due to a storm.

(a) Is A liable to pay ₹1,00,000 to B under Section 31?

- **Provision (Section 31):**

A contingent contract depends on the occurrence of a specified uncertain event.

- **Analysis:**

Since the ship did not reach safely, the condition is unfulfilled, and A is not liable.

(b) What happens if the ship reaches on March 20 due to unavoidable delays?

- **Analysis:**

The date (March 15) is a condition precedent. If not met, the contract is unenforceable.

- **Case Law:**

- *Ganga Saran v. Ram Charan*: Non-fulfillment of conditions invalidates the contract.



6. A company, TechCorp, sends an email to a customer, Amit, offering a special discount on their software product if he subscribes before a certain date. Amit replies to the email and accepts the offer. However, due to a technical error, TechCorp doesn't receive Amit's acceptance until after the deadline has passed.

Was there a valid contract between TechCorp and Amit? Discuss the principles of offer, acceptance, and communication in e-contracts.

For a contract to be valid, there must be an offer, an acceptance of that offer, and the acceptance must be communicated effectively to the offeror.

1. **Offer:** According to Section 2(a) of the Indian Contract Act, 1872, an offer is a proposal made with the intention to create legal relations. TechCorp's email constitutes an offer to Amit. The terms (special discount for subscribing before a certain date) are clear and specific, thereby fulfilling the requirement of an offer.
2. **Acceptance:** Section 2(b) of the Indian Contract Act defines acceptance as a manifestation of assent to the terms of the offer made. Amit's reply to the email constitutes an acceptance, but the question arises about whether it was communicated effectively to TechCorp. Section 4 of the Indian Contract Act provides that acceptance is only valid when communicated. If Amit's acceptance was not received by TechCorp (due to the technical error), there is no binding contract because the acceptance was not communicated within the prescribed time.
3. **Communication of Acceptance:** The communication of acceptance is essential in electronic contracts. The Information Technology Act, 2000, recognizes e-contracts under Section 2(p) and Section 10A, which states that an agreement formed through electronic communication is valid if the offer and acceptance are exchanged electronically and received by the offeror. Here, since TechCorp did not receive the acceptance on time, the contract is not valid.

Conclusion:

No valid contract was formed because acceptance was not communicated before the deadline, thus failing to meet the essential requirements of offer, acceptance, and communication.



If Amit had accepted the offer after the deadline, can TechCorp still be held liable for honoring the discount, considering the provisions of the Information Technology Act, 2000 and relevant contract law?

If Amit had accepted the offer after the deadline, it would constitute a counter-offer, not a mere acceptance. **Section 5** of the **Indian Contract Act, 1872** states that an offer can be revoked before acceptance is communicated, and any change in the terms of the offer leads to a counter-offer.

1. **Late Acceptance:** Since the offer was subject to a time limit, any acceptance after the deadline would not be valid unless TechCorp expressly agreed to extend the time. The technical error may be a factor in mitigating this situation, but under normal circumstances, late acceptance does not form a contract.
2. **Information Technology Act, 2000:** The Act does not directly address late acceptance, but it reinforces the need for timely and accurate communication in e-contracts. The rules under Section 4 (regarding the time of receipt of electronic messages) would support the argument that the offer expires once the deadline passes.

Conclusion:

TechCorp is not obliged to honor the discount if Amit accepts after the deadline, as the contract would not be valid due to the expired offer and the lack of communication before the set time.



7. A 16-year-old minor, Rohan, enters into a contract with a company, SmartTech, to purchase a laptop worth ₹50,000. Rohan provides a false age on the contract, claiming he is 18. Upon delivery of the laptop, Rohan refuses to pay, stating that he is a minor and the contract is voidable.

a. Discuss whether Rohan's contract with SmartTech is enforceable under the Indian Contract Act, 1872, focusing on the competency of parties.

Under **Section 11** of the **Indian Contract Act, 1872**, a contract is only enforceable if the parties involved are competent to contract. Competency requires that the parties must be:

1. **Of the age of majority** (18 years or older under Indian law),
2. **Of sound mind**,
3. **Not disqualified from contracting by any law.**

Rohan, being a 16-year-old minor, is **incompetent** to contract. **Section 11** specifically states that a minor cannot be a party to a contract, and any agreement entered into by a minor is **voidable at the minor's discretion**.

1. **Void Contract:** Rohan's contract with SmartTech is **voidable**, not void. This means Rohan has the option to either ratify or rescind the contract. Since he has opted to rescind it, he is not bound to fulfill the terms of the contract.
2. **Misrepresentation of Age:** Even though Rohan misrepresented his age, the law protects minors from being held accountable for their contracts. As per **Section 12** of the Indian Contract Act, even if a minor misrepresents his age, the contract is still voidable at his discretion.

Conclusion:

The contract between Rohan and SmartTech is not enforceable because Rohan is a minor, and contracts entered by minors are voidable at the minor's discretion.

b. If SmartTech intends to sue Rohan for the price of the laptop, what defenses might Rohan raise based on his status as a minor?

Rohan can raise the defense that he is a minor, which renders the contract voidable. He can rely on the following defenses:



1. **Minor's Protection:** Rohan can invoke the legal principle that contracts entered into by minors are voidable at their discretion. Even though he misrepresented his age, the contract remains voidable.
2. **Impossibility of Performance:** Under **Section 11** of the Indian Contract Act, a minor is not bound by any contract, regardless of whether the other party (SmartTech) performed their part of the contract or not.
3. **No Enforceable Obligation:** Since Rohan is a minor, there is no enforceable obligation on his part to pay for the laptop. The law does not recognize a minor's promise as valid unless it is for something beneficial (like contracts for necessities under **Section 68**).

Conclusion:

Rohan can successfully defend himself by claiming that he is a minor, and as per Indian contract law, contracts with minors are not enforceable. Thus, SmartTech cannot compel Rohan to pay for the laptop.



8. Maya agrees to buy a painting from Ravi after he falsely claims that the painting is an original work of a famous artist, whereas it is a reproduction. Upon learning the truth, Maya decides to rescind the contract.

Can Maya rescind the contract based on misrepresentation? Discuss the role of free consent and the impact of misrepresentation under the Indian Contract Act.

Yes, Maya can rescind the contract on the grounds of misrepresentation. Under Section 18 of the Indian Contract Act, 1872, a contract is voidable if one party makes a false representation regarding a material fact, and the other party relies on it.

1. **Misrepresentation:** Ravi's statement that the painting is an original work is a misrepresentation, as it was false and material to Maya's decision to buy the painting. Misrepresentation is defined as an incorrect statement made without the intent to deceive, but one that induces the other party to enter into the contract.
2. **Free Consent:** For a contract to be valid, it must be based on **free consent**, as per **Section 14** of the Indian Contract Act. If consent is obtained through misrepresentation, the consent is not free, making the contract voidable at the option of the misled party (Maya, in this case).

Conclusion:

Maya can rescind the contract, as it was induced by misrepresentation, thus vitiating her consent under **Section 18** of the Indian Contract Act.

If Maya had paid for the painting but later discovered it was a reproduction, what remedies would be available to her under the Specific Relief Act, 1963?

Maya can seek the remedy of rescission of the contract under Section 27 of the Specific Relief Act, 1963, which allows a party to rescind a contract that has been induced by fraud or misrepresentation.

1. **Rescission of Contract:** Under **Section 27**, if a contract is based on misrepresentation or fraud, the aggrieved party (Maya) has the right to ask the court to set aside the contract and restore both parties to their original positions, i.e., Maya would be entitled to a refund of the money paid for the painting.



2. **Restoration of Possession:** The court can direct Ravi to return the consideration (₹10,000) paid by Maya for the painting. Since the contract was induced by a misrepresentation, Maya has the right to claim this remedy.

Conclusion:

Maya can seek rescission of the contract under the Specific Relief Act, 1963, and demand the return of the money paid for the reproduction.

9. ABC Ltd. enters into a contract with XYZ Ltd. to supply 1,000 units of machine parts by the 10th of March. XYZ Ltd. fails to deliver the parts until the 20th of March, causing ABC Ltd. to incur a loss of ₹5 lakh in production.

What are the types of damages ABC Ltd. can claim from XYZ Ltd. under the breach of contract provisions of the Indian Contract Act?

When a party breaches a contract, the non-breaching party is entitled to damages as compensation for the loss incurred due to the breach. Under Section 73 of the Indian Contract Act, 1872, damages can be categorized into different types:

1. **General Damages:**

These are damages that arise naturally from the breach of contract and do not require special circumstances to be proven. ABC Ltd. would claim the natural consequences of the delay in delivery. This includes the loss of ₹5 lakh incurred due to the delay in the machine parts.

2. **Special Damages (Consequential Damages):**

Special damages are those that do not arise naturally but are caused by special circumstances known to both parties at the time of entering the contract. If XYZ Ltd. was made aware of the specific need for timely delivery to avoid production losses, ABC Ltd. could claim consequential damages under **Section 73**. For instance, the ₹5 lakh loss in production could be considered special damages if XYZ Ltd. knew that a delay would cause such a loss.

3. **Liquidated Damages:**

If the contract specifically includes a clause for liquidated damages, ABC Ltd. may also be entitled to claim that amount, provided it is a reasonable pre-agreed estimate of the loss that would arise from the breach.



4. Nominal Damages:

In case ABC Ltd. has not incurred substantial loss but the breach is acknowledged, nominal damages could be awarded to symbolically recognize the breach of contract, although this would not apply in this scenario since a substantial loss has occurred.

Conclusion:

ABC Ltd. can claim general damages for the ₹5 lakh loss directly caused by the delay, and if XYZ Ltd. knew about the specific consequences of the delay, special (consequential) damages could also be claimed under Section 73 of the Indian Contract Act.

Would ABC Ltd. be entitled to claim consequential damages, and how would the court assess such claims based on the facts?

Yes, ABC Ltd. may be entitled to claim **consequential damages** under **Section 73** of the Indian Contract Act if it can prove that XYZ Ltd. was aware of the potential consequences of the delay when the contract was formed. The key principle for claiming consequential damages is that the damages must arise naturally from the breach or be within the contemplation of both parties when the contract was made.

1. Test for Consequential Damages (Foreseeability):

Based on the case **Hadley v. Baxendale (1854)**, the rule of foreseeability applies: a party can claim damages for losses that were foreseeable at the time of contracting. If XYZ Ltd. knew that any delay would result in ABC Ltd. losing ₹5 lakh in production, then these damages could be deemed foreseeable and special damages.

2. Assessment by the Court:

The court will assess whether XYZ Ltd. was made aware of the special circumstances that could lead to such a loss. If ABC Ltd. had informed XYZ Ltd. about the urgency of the delivery and the potential financial loss from the delay, the loss of ₹5 lakh could be claimed as consequential damages.

Conclusion:

ABC Ltd. would likely be entitled to claim consequential damages if it can demonstrate that the loss of ₹5 lakh was foreseeable and caused by XYZ Ltd.'s delay. The court would assess this based on the communication and knowledge of both parties at the time of contracting.



10. Amit agrees to sell his car to Neha for ₹5 lakh by 1st December. Due to a sudden medical emergency, Amit is unable to perform the contract by the deadline. Neha refuses to wait and demands the money back, claiming breach of contract.

Has Amit been discharged from the performance of the contract? Discuss the grounds on which a contract can be discharged under the Indian Contract Act.

Under the Indian Contract Act, 1872, a contract can be discharged on several grounds, including performance, agreement, frustration, and breach. In this case, Amit's inability to perform the contract due to a medical emergency may result in the discharge of the contract under the doctrine of frustration or impossibility under Section 56.

1. Doctrine of Frustration (Section 56):

Section 56 of the Indian Contract Act provides that a contract becomes void if performance becomes impossible due to unforeseen circumstances. Amit's sudden medical emergency could be classified as an event that makes performance of the contract impossible. If the emergency prevents Amit from delivering the car by the agreed date, he might be discharged from the contract under this section.

2. Impossibility of Performance:

The key requirement is that the performance must be impossible, not just inconvenient or difficult. If the medical emergency renders it physically impossible for Amit to deliver the car, he would be excused from performing the contract, provided that the event was not caused by his own fault or negligence.

3. Time Is of the Essence:

If time was of the essence in the contract, meaning delivery by 1st December was crucial, then Amit's inability to perform by the agreed date might lead to an automatic discharge of the contract, as performance would be considered impossible after the deadline.

Conclusion:

Amit may be discharged from the contract under Section 56 of the Indian Contract Act, provided he can demonstrate that his medical emergency made performance impossible.



If Neha decides to sue Amit, what defenses might Amit raise based on his inability to perform due to medical reasons, and what remedy is available to Neha?

Amit can raise the following defenses based on his medical emergency:

1. Frustration of Contract (Section 56):

Amit can invoke the doctrine of frustration under Section 56 of the Indian Contract Act. He would argue that due to his medical emergency, performing the contract (delivering the car) became impossible, thus discharging him from his obligations. This would absolve him from liability for breach of contract.

2. Impossibility of Performance:

Amit can also argue that his medical condition made it physically impossible for him to perform the contract on time. Since the law excuses performance in cases of impossibility, this defense would likely protect him from liability.

3. Force Majeure (if applicable):

If the contract includes a force majeure clause (which covers events like illness, natural disasters, etc.), Amit could invoke this clause to argue that the medical emergency was an excused event under the contract terms.

Remedy for Neha:

If Neha decides to sue Amit, her remedy would depend on whether the court finds Amit's inability to perform as excusable. If the contract is discharged due to frustration under Section 56, Neha cannot claim specific performance or damages for breach of contract because the contract is void.

If the court does not accept the defense of impossibility or frustration, Neha could claim damages for breach under Section 73 of the Indian Contract Act. However, if the court accepts Amit's defense of medical emergency, Neha may not be entitled to any remedy.

Conclusion:

Amit can raise the defense of frustration or impossibility of performance under Section 56, which could discharge him from the contract. Neha's remedy depends on the court's interpretation of Amit's medical emergency, and she may be entitled to damages only if Amit's defense is not accepted.



11. Pooja agrees to sell her rare antique vase to Raj for ₹10 lakh. However, after receiving the advance payment, Pooja changes her mind and refuses to deliver the vase, citing personal reasons. Raj files a suit for specific performance.

Is Raj entitled to claim specific performance of the contract under the Specific Relief Act, 1963?

Yes, Raj is entitled to claim specific performance under the Specific Relief Act, 1963, provided the contract meets certain criteria:

1. Section 10 of the Specific Relief Act, 1963:

According to **Section 10**, specific performance of a contract can be ordered by the court if the contract is for the sale of immovable property or any other subject that cannot be substituted for money. Since Pooja's vase is a unique item, Raj can claim that it is irreplaceable and thus seek specific performance.

2. Enforceability of Contract:

The contract between Pooja and Raj is enforceable because it involves a unique item (the vase) and Raj has already made a part-payment, which shows his intention to perform the contract. The fact that Pooja changed her mind without valid reason makes her refusal to perform unjustified, giving Raj the right to enforce specific performance.

Conclusion:

Raj is likely entitled to claim specific performance under **Section 10** of the **Specific Relief Act**, as the vase is unique and cannot be substituted.

Under what circumstances can the court refuse to grant specific performance of a contract, and how would this apply to Raj's case?

Under the **Specific Relief Act, 1963**, the court may refuse to grant specific performance under certain circumstances:

1. Section 14 - Contracts not specifically enforceable:

The court will not grant specific performance in cases where the contract is of a nature that is incapable of being performed, such as:

- Contracts that are **vague or uncertain** in terms.



- Contracts that involve **personal skills or services**, such as contracts for personal services.
 - Contracts that require performance within an unreasonable time.
2. **Section 16 - Specific Performance when the party has not performed its part:**
The party seeking specific performance must be **ready and willing** to perform its part of the contract. If Raj has not demonstrated his **readiness and willingness**, the court may refuse to grant specific performance.
3. **Contractual Impossibility or Hardship:**
If the court finds that performing the contract would result in **unfair hardship** or is **impossible** for the seller, the court may refuse specific performance. However, in this case, since Pooja's reason for refusing delivery is **personal**, and not based on impossibility or hardship, this defense is unlikely to apply.

Conclusion:

The court would typically grant specific performance if the contract is enforceable and the subject matter is unique, as in this case with the vase. However, if Pooja can show that Raj was not ready or willing to perform the contract, or that there was a **fundamental flaw** in the agreement, the court could refuse to grant specific performance.

12. Alok is an elderly man who owns a valuable property. His nephew, Ritesh, who lives with him, convinces Alok to sign a contract transferring the property to Ritesh for a nominal amount of ₹1 lakh. Alok later claims that he was under undue influence and that the contract is voidable.

Does Alok have a valid claim for undue influence under the Indian Contract Act, 1872?

Yes, Alok has a valid claim for **undue influence** under **Section 16 of the Indian Contract Act, 1872**. Undue influence occurs when one party uses their position of power or trust to influence the other party to act in a way that benefits them, often at the expense of the influenced party.

1. **Section 16(1) - Definition of Undue Influence:**

The law defines undue influence as a situation where one party is in a position to dominate the will of the other party and uses that power to obtain an unfair advantage. In this case, Ritesh, being Alok's nephew and living with him, is likely in a position of trust and influence over Alok.



2. **Section 16(2) - Presumption of Undue Influence:**

If there is a relationship of **nephew and uncle** (or other relationships of trust), the law presumes that undue influence may have occurred. Alok can argue that due to his age and trust in Ritesh, he was influenced to sign the contract for ₹1 lakh, which was far below the property's market value.

3. **Case Reference:**

In the case of **Raghunath Prasad v. Krishna Prasad (1917)**, it was held that contracts signed under undue influence could be voidable. Alok's claim aligns with this precedent.

Conclusion:

Alok has a valid claim for undue influence, as Ritesh used his position of trust to influence Alok into signing the contract under unfair terms. The contract could be **voidable** at Alok's discretion.

What remedies can Alok seek if he succeeds in proving undue influence in the contract?

If Alok successfully proves **undue influence**, he can seek the following remedies:

1. **Rescission of the Contract (Section 19 of the Indian Contract Act, 1872):**

Alok can **rescind** the contract under **Section 19** of the Indian Contract Act, which provides that a contract induced by undue influence is voidable at the option of the party who was influenced. In this case, Alok can seek to cancel the contract and return the property.

2. **Restoration of Property (Section 19A):**

If the contract is rescinded, Alok can request the **restoration** of the property to its original state (i.e., to him). Under **Section 19A**, the parties must restore the property or return benefits received under the contract.

3. **Damages:**

Alok may also claim damages for any loss he suffered due to the contract, including **consequential damages** for the unfair transfer of the property.

Conclusion:

Alok can seek **rescission of the contract, restoration of the property, and damages** under **Section 19** and **Section 19A** of the **Indian Contract Act, 1872**.



13. Gita enters into a contract with Priya to deliver 500 units of electronic gadgets by 15th October. On 5th October, Priya informs Gita that she will not be able to deliver the goods on the agreed date due to an internal production issue. Gita immediately refuses to perform her part of the contract, as she believes Priya's statement amounts to anticipatory repudiation.

a. Is Gita justified in refusing to perform the contract under the Indian Contract Act, 1872?

Yes, Gita is justified in refusing to perform the contract. Anticipatory repudiation refers to a situation where one party indicates in advance that they will not fulfill their contractual obligations. Under Section 39 of the Indian Contract Act, 1872, if a party refuses to perform the contract before the due date (i.e., anticipatory breach), the other party has the option to either:

1. **Treat the contract as discharged (i.e., terminate the contract), or**
2. **Sue for damages.**

Since Priya explicitly stated that she will not deliver the goods on time, Gita has the right to terminate the contract immediately. This is supported by the case of **Avery v. Bowden (1855)**, where the court held that anticipatory repudiation allows the other party to terminate the contract and claim damages.

Conclusion:

Gita is justified in refusing to perform the contract, as Priya's statement amounts to anticipatory repudiation under **Section 39**.

b. What remedies does Gita have in case of anticipatory repudiation by Priya?

Gita can seek the following remedies:

1. **Rescission of the Contract (Section 39 of the Indian Contract Act, 1872):**
Gita can rescind the contract, as Priya has repudiated the contract in advance. **Section 39** allows Gita to treat the contract as terminated.
2. **Claim for Damages (Section 73 of the Indian Contract Act, 1872):**
Gita can claim **damages** for any loss caused by Priya's anticipatory breach. The



amount of damages would depend on the nature of the contract and the foreseeable losses resulting from the delay in delivery.

3. **Suit for Specific Performance (Specific Relief Act, 1963):**

Gita may file a suit for **specific performance** under the **Specific Relief Act, 1963**, if she wants to compel Priya to fulfill the contract (though this remedy is less likely in this case since anticipatory repudiation has already occurred).

Conclusion:

Gita can rescind the contract, claim damages, or pursue a suit for specific performance.

14. Arjun promises to donate ₹10,000 to his friend Veena for her medical expenses. Veena agrees to accept the donation. Later, Arjun decides not to pay, arguing that there was no valid consideration for the promise.

a. Is Arjun's promise enforceable under the Indian Contract Act, 1872?

No, Arjun's promise is not enforceable. Under **Section 25 of the Indian Contract Act, 1872**, an agreement without consideration is generally **void** unless it is made in writing and registered or falls under specific exceptions (such as natural love and affection between family members).

1. **Section 25 – Agreements Without Consideration:**

An agreement made without consideration is void unless it meets certain conditions:

- **Written and Registered:** If the agreement is in writing and registered, it can be enforceable.
- **Promise Made to a Close Relative (Love and Affection):** In cases where the promise is made based on natural love and affection (e.g., within families), it might be valid, but this does not apply to Veena's case.

Since there is no consideration given by Veena for the ₹10,000 (i.e., she didn't provide anything in return for the promise), the promise is **void**.

Conclusion:

Arjun's promise is unenforceable due to lack of consideration under **Section 25** of the **Indian Contract Act, 1872**.



b. What are the exceptions to the rule that an agreement without consideration is void?

The **Indian Contract Act, 1872** provides specific exceptions where an agreement without consideration is enforceable:

1. A written and registered agreement (Section 25):

If a promise is made in writing and registered, it is enforceable even if there is no consideration.

2. Natural Love and Affection (Section 25, Exception 1):

An agreement made out of natural love and affection between close relatives, where the promise is made in writing and registered, can be enforceable without consideration.

3. A Promise to Pay a Time-Barred Debt (Section 25, Exception 2):

A promise to pay a debt that is barred by the statute of limitations (time-barred) is enforceable even without consideration, provided the promise is made in writing.

Conclusion:

The exception under **Section 25, Exception 1** may apply in family contexts, and **written and registered agreements** can also be exceptions. In Arjun's case, there is no exception that applies, so the promise remains unenforceable.

15. Rahul is asked to sign a standard-form contract with an online service provider for mobile phone services. The contract includes a clause that Rahul cannot dispute any charges made to his account, even if they are incorrect. Rahul is hesitant but is told that if he does not sign the contract, he cannot access the service. Rahul signs the contract under duress but later disputes a charge on his account.

A. Is the clause regarding non-disputability enforceable under the Indian Contract Act, 1872?

The clause in the contract that prevents Rahul from disputing any charges may be unconscionable and, therefore, unenforceable. Under the Indian Contract Act, 1872, Section 23 provides that an agreement that is against public policy or unconscionable is void. This clause could be deemed unconscionable because it unfairly limits Rahul's right to challenge charges.



1. **Section 23 – Agreement Opposed to Public Policy:**

An agreement that places an undue burden on one party and is against public policy is void. The **unconscionability** of the term could be challenged because it eliminates Rahul's ability to challenge incorrect charges, which is against the principles of fairness.

2. **Case Reference:**

In **Central Inland Water Transport Corporation Ltd. v. Brojo Nath Ganguly (1986)**, the Supreme Court held that terms of a contract that are unfair and one-sided, particularly in standard-form contracts, can be struck down as unconscionable.

Conclusion:

The clause may be unenforceable because it is unconscionable under **Section 23** of the **Indian Contract Act**.

b. What remedies does Rahul have if he disputes the charge under the unenforceable clause?

Rahul has the following remedies:

1. **Rescission of the Contract (Section 19 of the Indian Contract Act, 1872):**

Rahul may seek to **rescind** the contract based on **undue influence** or **unconscionability** if he can show that the contract was signed under unfair pressure or without free consent.

2. **Claim for Damages (Section 73 of the Indian Contract Act, 1872):**

Rahul can also claim **damages** for any loss suffered due to the incorrect charge, as the clause restricting disputes may be found void.

3. **Specific Performance (Specific Relief Act, 1963, Section 10):**

Rahul can file a suit for **specific performance** if he wishes to continue using the service but on reasonable terms, especially if the clause prevents him from accessing the service fairly.

Conclusion:

Rahul can seek **rescission of the contract**, **claim damages**, or **sue for specific performance**.



16. Nisha agrees to perform at a wedding event scheduled for 10th January. Due to an unexpected lockdown imposed by the government on 5th January, Nisha is unable to perform her duties. The contract does not have a force majeure clause.

a. Can Nisha claim that the contract is frustrated under the Indian Contract Act, 1872?

Yes, Nisha can claim that the contract is frustrated under **Section 56 of the Indian Contract Act, 1872**. Section 56 states that a contract becomes void when performance becomes **impossible** due to an unforeseen event. The lockdown in this case would likely be classified as an **impossibility** (or frustration), making it impossible for Nisha to perform the contract.

1. **Section 56:** The doctrine of frustration applies when performance of the contract becomes impossible due to an event beyond the control of the parties. In this scenario, the lockdown is an unexpected event that renders Nisha's performance impossible.
2. **Case Reference:**
 - In **Taylor v. Caldwell (1863)**, the court ruled that when an event (like a fire) made the performance of the contract impossible, the contract was void under the doctrine of frustration. Similarly, in **Krell v. Henry (1903)**, a contract for renting a room for viewing the King's procession was frustrated when the procession was canceled due to illness.

Conclusion:

Nisha can claim frustration under **Section 56**, as the lockdown makes her performance impossible.

b. If the wedding event had been rescheduled due to the lockdown, could Nisha still claim frustration of contract?

No, Nisha could not claim frustration if the wedding had been rescheduled to a later date. **Frustration** applies when an event makes the contract **impossible** to perform, not just inconvenient or burdensome. If the wedding event is simply delayed and Nisha is able to perform at the rescheduled date, the contract remains valid.



1. **Section 56:** The contract will not be frustrated if performance becomes merely **delayed** or **more difficult**, unless the delay itself makes the contract impossible to perform within the timeframe.
2. **Case Reference:**
 - In **Herne Bay Steamboat Co. v. Hutton (1903)**, the court ruled that frustration does not apply if the subject matter of the contract can still be performed in some form, even if circumstances have changed (i.e., the wedding can still happen at a different time).
3. **Alternative Remedies:**

If the event is merely delayed, Nisha may have a remedy under the **Specific Relief Act, 1963**, for performance or she may choose to continue performing the contract once the event is rescheduled.

Conclusion:

If the wedding event is merely rescheduled, **Section 56** would not apply, and Nisha cannot claim frustration. The contract would still be enforceable, and she would need to perform at the new date.

17. Simi enters into an agreement with her friend, Alok, wherein she promises to give him ₹50,000 as a gift in exchange for Alok's promise to attend her wedding. Alok attends the wedding, but Simi does not provide the ₹50,000 as promised. Simi later argues that the agreement is not enforceable because it was a gift and lacked consideration.

A. Does the agreement between Simi and Alok constitute a valid contract under the Indian Contract Act, 1872?

No, the agreement is not a valid contract because it lacks **consideration**, which is a fundamental requirement for the formation of a contract under **Section 2(d)** of the Indian Contract Act, 1872. A contract cannot be enforced unless there is a **bargain or exchange of value**. Since Simi's promise to give ₹50,000 was a gift and not in exchange for anything substantial, it does not meet the requirement for valid consideration.

1. **Section 2(d):** A contract is an agreement that is enforceable by law, and for an agreement to be enforceable, there must be a valid consideration from both parties. A **gift** is not considered valid consideration.



2. **Case Reference:**

- In **Thomas v. Thomas (1842)**, it was established that a promise made without consideration, even if voluntary, cannot be enforced.

Conclusion:

The agreement is void due to lack of valid consideration. Simi's argument is correct.

b. Can Simi's promise be enforceable if it is framed as a contract with a valid consideration?

Yes, if the agreement is framed with a valid consideration, it could become enforceable. For example, if Simi offered Alok ₹50,000 in exchange for a specific service (like helping her with the wedding), then the contract would have valid consideration, making it enforceable under **Section 2(d)**.

1. **Section 2(d):** Valid consideration is necessary for a contract to be enforceable. If there is a **promise** or **act** in exchange for the gift, it would be a valid contract.

2. **Case Reference:**

- In **Currie v. Misa (1875)**, it was held that consideration in a contract must be something of value, either in the form of a benefit to the promisor or a detriment to the promisee.

Conclusion:

The agreement would be enforceable if there is valid consideration (such as a service or act in exchange for the ₹50,000).

18. Puneet enters into a contract with Vijay to sell a rare book for ₹20,000, with delivery to be made on 15th March. Puneet fails to deliver the book on time, and Vijay incurs a loss as he had planned to sell the book to another buyer on 16th March.

a. What legal recourse does Vijay have for the delay in performance by Puneet under the Indian Contract Act, 1872?

Vijay has the right to claim **damages** for the delay in performance under **Section 73** of the Indian Contract Act, 1872. According to this section, a party who suffers from the breach of contract can claim compensation for any loss or damage caused by the breach. Since



Puneet failed to deliver on the agreed date, Vijay can claim compensation for the loss suffered due to the delay.

1. **Section 73:** This section provides the remedy for the party suffering from the breach, entitling them to compensation for loss or damage caused directly by the breach.
2. **Case Reference:**
 - In **Hadley v. Baxendale (1854)**, the court ruled that only those damages that can be reasonably foreseen as arising from the breach of contract can be claimed. Vijay's loss of ₹20,000, resulting from the delay, is directly related to Puneet's failure to deliver the book on time.

Conclusion:

Vijay can claim damages under **Section 73** for the loss caused due to the delay in delivery.

b. Would Puneet be liable for consequential damages caused by his delay in delivering the book, and how would the court assess these damages?

Puneet may be liable for **consequential damages** if they were reasonably foreseeable at the time the contract was made. In this case, since Vijay intended to sell the book to another buyer immediately after receiving it, Puneet's failure to deliver on time caused Vijay to lose the sale. The court would assess whether these damages were within the scope of reasonable foreseeability.

1. **Hadley v. Baxendale (1854):** This case established that consequential damages can only be claimed if they were reasonably foreseeable at the time of contract formation.
2. **Section 73:** If the loss suffered by Vijay (i.e., his failure to sell the book) was within the contemplation of the parties at the time of the agreement, Puneet would be liable for those consequential damages.

Conclusion:

If the consequential damages (loss of profit from selling the book) were foreseeable, Puneet may be held liable for those damages under **Section 73**.



19. Ravi, a car dealer, sells a used car to Sonia, stating that it is in excellent condition. However, Sonia later discovers that the car has significant mechanical issues. Sonia claims that Ravi misrepresented the condition of the car and seeks to cancel the contract.

a.Can Sonia cancel the contract on the grounds of misrepresentation under the Indian Contract Act, 1872?

Yes, Sonia can cancel the contract based on **misrepresentation** under **Section 19** of the Indian Contract Act, 1872. A contract is voidable if consent is obtained through misrepresentation, which induces the party to enter into the contract. Since Ravi misrepresented the car's condition, Sonia can rescind the contract.

1. **Section 19:** A contract is voidable at the option of the party whose consent was obtained by misrepresentation, which includes false statements about the material facts.
2. **Case Reference:**
 - o In **Derry v. Peek (1889)**, the court held that for misrepresentation to void a contract, the misrepresentation must be material and must influence the decision to enter into the contract.

Conclusion:

Sonia can cancel the contract as it was induced by misrepresentation under **Section 19**.

b.What remedies are available to Sonia under the Specific Relief Act, 1963, if she wishes to avoid the contract due to misrepresentation?

Sonia can seek a **rescission of the contract** under **Section 27 of the Specific Relief Act, 1963**. If the contract was induced by misrepresentation, Sonia is entitled to rescind the contract, which means that she can return the car and get her money back, and both parties will be restored to their original positions.

1. **Section 27 of the Specific Relief Act, 1963:** Rescission is available when the contract is voidable due to misrepresentation or fraud, and it allows the party to return to the status quo.
2. **Case Reference:**



- In **Cooperative Bank Ltd. v. Joshi (1997)**, the court upheld the remedy of rescission where a contract was found to be induced by misrepresentation.

Conclusion:

Sonia is entitled to rescind the contract and claim her money back under **Section 27** of the Specific Relief Act.

20. Vikram is forced by his brother to sign a contract to sell his car for ₹5 lakh, while the market value is ₹8 lakh. Vikram signs the contract under duress, fearing physical harm if he refuses.

a. Can Vikram avoid the contract on the grounds of coercion under the Indian Contract Act, 1872?

Yes, Vikram can avoid the contract because it was signed under **coercion**, which makes the contract voidable under **Section 15** of the Indian Contract Act, 1872. Coercion involves the use of force or threats to compel a party to enter into a contract, and Vikram's fear of physical harm falls within this definition.

1. **Section 15:** A contract is voidable at the option of the party whose consent was obtained by coercion. The term "coercion" includes the use of threats or force to compel a party to consent to the contract.
2. **Case Reference:**
 - In **Ranganayakamma v. Alwar Setti (1969)**, the court held that a contract signed under duress or coercion is voidable at the option of the coerced party.

Conclusion:

Vikram can avoid the contract as it was signed under coercion.

b. What remedy is available to Vikram under the Indian Contract Act, 1872 if he wishes to cancel the contract?

Vikram can **rescind the contract** under **Section 19** of the Indian Contract Act, 1872. Since the contract was entered into under coercion, he can exercise his option to rescind it and be restored to his original position, where the car remains his property.



1. **Section 19:** A contract is voidable at the option of the party whose consent was obtained by coercion or undue influence, and the party can rescind the contract and demand restitution.
2. **Case Reference:**
 - In **K.K. Verma v. Union of India (1954)**, the court held that the party coerced into a contract can seek rescission to undo the agreement and restore the original status.

Conclusion:

Vikram can rescind the contract and reclaim his car under **Section 19** of the Indian Contract Act.

21. Madhavi enters into a contract with Sanjay, agreeing to sell her property to him for ₹10 lakh if she wins a legal case that is pending. If she does not win, the contract will not be executed.

a. Is this contract valid under the Indian Contract Act, 1872?

Yes, this contract is a **contingent contract** as defined under **Section 31** of the Indian Contract Act, 1872. A contingent contract is one where the performance depends on the occurrence of an uncertain event, and in this case, the sale of the property depends on the outcome of Madhavi's legal case.

1. **Section 31:** A contingent contract is one that will only be enforceable if a specified uncertain event happens or does not happen.
2. **Case Reference:**
 - In **K.K. Verma v. Union of India (1954)**, it was held that a contract whose performance is contingent on the occurrence of an uncertain event is valid and enforceable.

Conclusion:

Madhavi and Sanjay's contract is valid as it is a contingent contract under **Section 31**.



b. Can the contract be enforced if the uncertain event (Madhavi winning the case) does not occur?

No, the contract cannot be enforced if the uncertain event does not occur. Since the performance of the contract is contingent upon Madhavi winning the case, if she loses, the contract becomes void as per **Section 32** of the Indian Contract Act.

1. **Section 32:** If the event on which the performance of a contingent contract depends does not occur, the contract becomes void.
2. **Case Reference:**
 - In **Bhagwati Prasad v. Kedar Nath (1993)**, the court held that when the uncertain event does not occur, the contingent contract cannot be enforced.

Conclusion:

If Madhavi loses the case, the contract will be void and cannot be enforced.

22. Meena agrees to perform at a concert on 1st May. However, due to a government order banning all public events in light of an unexpected pandemic, Meena is unable to perform. The contract did not include a force majeure clause.

a. Can Meena claim that the contract is frustrated under the doctrine of frustration in the Indian Contract Act, 1872?

Yes, Meena can claim that the contract is frustrated under **Section 56** of the Indian Contract Act, 1872. The doctrine of frustration applies when an unforeseen event makes the performance of the contract impossible. The government's ban on public events renders Meena's performance impossible, thus frustrating the contract.

1. **Section 56:** If a contract becomes impossible to perform due to an unforeseen event or change in circumstances, it becomes void.
2. **Case Reference:**
 - In **Taylor v. Caldwell (1863)**, the court held that if an event occurs that makes the contract impossible to perform, the contract is frustrated.



Conclusion:

Meena can claim frustration of the contract under **Section 56** due to the government's ban.

b. If the contract is frustrated, what is the effect on the obligations of both parties?

Once the contract is frustrated, both parties are discharged from their obligations, and they are no longer bound to perform. Any **advance payments** made by Meena (if any) can be claimed back, and neither party can sue the other for non-performance. **Section 56** discharges the contract due to impossibility.

1. **Section 56:** The contract is void and all obligations under it are discharged. If any money has been paid under the contract, it must be refunded.
2. **Case Reference:**
 - In **Krell v. Henry (1903)**, the court held that if the contract becomes impossible due to an unforeseen event, both parties are released from their obligations.

Conclusion:

Both parties are discharged from the contract, and any money paid will be refunded.

23. Rajat agrees to sell his antique watch to Laila for ₹2 lakh. After Laila pays an advance of ₹1 lakh, Rajat changes his mind and refuses to sell the watch, claiming personal reasons. Laila seeks specific performance of the contract.

a. Can Laila seek specific performance of the contract under the Specific Relief Act, 1963?

Yes, Laila can seek **specific performance** under **Section 10** of the Specific Relief Act, 1963. Specific performance is granted when the contract involves unique or rare goods, like the antique watch, and damages would not be an adequate remedy. Since the watch is unique, Laila can seek specific performance to force Rajat to honor the contract.

1. **Section 10:** A contract for the sale of unique or special goods can be enforced through specific performance.



2. **Case Reference:**

- In **K.K. Verma v. Union of India (1954)**, the court emphasized that specific performance can be granted in cases involving rare or unique goods.

Conclusion:

Laila can seek specific performance of the contract under **Section 10** of the Specific Relief Act.

b. Under what circumstances can the court refuse to grant specific performance of a contract?

The court may refuse to grant specific performance if the contract is **impossible to perform**, the party seeking it has **lacked good faith**, or the **subject matter of the contract is not unique**. In Rajat's case, if the watch is not considered unique or if there is any issue with Laila's conduct, the court may refuse to grant specific performance.

1. **Section 14:** Specific performance can be refused if it is impracticable or the party seeking it is not acting in good faith.

2. **Case Reference:**

- In **Liveri v. Sabatino (1965)**, the court refused to grant specific performance because the subject matter was not unique and available elsewhere.

Conclusion:

The court may refuse specific performance if Rajat can show that the watch is not unique, or if Laila's conduct was not in good faith.

24. Kavita entered into a contract to purchase a vintage painting from Ashok. Ashok falsely claimed that the painting was a one-of-a-kind original piece, when it was actually a reproduction. Kavita, upon learning the truth, wishes to rescind the contract and recover the amount she paid.

a. Can Kavita rescind the contract under the Specific Relief Act, 1963?

Yes, Kavita can rescind the contract under **Section 27** of the Specific Relief Act, 1963. Rescission is available in case of **fraud** or **misrepresentation**. Since Ashok misrepresented the painting's authenticity, Kavita is entitled to rescind the contract.



1. **Section 27:** A contract can be rescinded when it is entered into based on fraud or misrepresentation.
2. **Case Reference:**
 - In **V. Subramaniam v. S. Ramaswamy (1999)**, the court allowed the rescission of a contract where it was proved that one party had fraudulently misrepresented the facts.

Conclusion:

Kavita can rescind the contract and demand a refund under **Section 27** of the Specific Relief Act.

b. What is the effect of rescission on Kavita's rights to the painting?

Upon rescission of the contract, Kavita must return the painting to Ashok and receive her money back. According to **Section 28** of the Specific Relief Act, rescission restores both parties to their original position. Since Kavita has already paid the money, she is entitled to a refund upon returning the painting.

1. **Section 28:** When a contract is rescinded, the parties are required to return any benefits received under the contract to restore them to their original position.
2. **Case Reference:**
 - In **Sundaram v. E.S. Sampath (1994)**, the court reinforced that rescission leads to a mutual restoration of benefits.

Conclusion:

Kavita can return the painting and demand a refund from Ashok, restoring the status quo before the contract.



25. Ramesh, the owner of a piece of land, enters into a contract with Meera, agreeing to sell the land to her. However, before the transfer of ownership is complete, Ramesh attempts to sell the property to another party, claiming Meera has failed to pay the full amount. Meera seeks an injunction to prevent Ramesh from transferring the land to anyone else.

A. Can Meera seek an injunction under the Specific Relief Act, 1963?

Yes, Meera can seek a **permanent injunction** under **Section 37** of the Specific Relief Act, 1963, to prevent Ramesh from transferring the land to another party. Since Meera has an enforceable contract with Ramesh, the injunction would prevent him from violating her rights under the contract.

1. **Section 37:** A permanent injunction can be granted to restrain a party from committing an act that threatens to violate the terms of a valid contract.
2. **Case Reference:**
 - In **Lachoo Mal v. Radhey Shyam (1981)**, the court upheld the granting of a permanent injunction to prevent a party from breaching a contract.

Conclusion:

Meera can seek a permanent injunction to stop Ramesh from transferring the property to another buyer.

b. What conditions must Meera meet to be granted an injunction?

To be granted an injunction, Meera must show that she has a **prima facie case** (a reasonable likelihood of success on the merits), that she will suffer **irreparable harm** without the injunction, and that granting the injunction is in the **public interest**.

1. **Section 37:** Courts assess whether the applicant has a good case, if harm is likely to occur, and if the injunction serves the public interest.
2. **Case Reference:**
 - In **D.K. Joshi v. Nirmal Kumar (1995)**, the court stressed the need for the party seeking an injunction to demonstrate a valid legal interest and potential harm if the injunction is not granted.



Conclusion:

Meera must show that she has a strong legal case, that without an injunction, she will suffer harm, and that granting the injunction serves the interest of justice.

26. Sohan agrees to sell his car to Priya for ₹5 lakh. The contract specifies that the sale should be completed within 30 days. On the 30th day, Sohan informs Priya that he is unable to deliver the car due to an unforeseen personal emergency. Priya wishes to compel Sohan to perform the contract.

a. Can Priya seek specific performance of the contract under the Specific Relief Act, 1963?

Yes, Priya can seek **specific performance** under **Section 10** of the Specific Relief Act, 1963. Since the car is a unique item, she has the right to demand specific performance rather than accepting damages.

1. **Section 10:** Specific performance can be granted in cases involving the sale of unique or special goods.
2. **Case Reference:**
 - In **K.K. Verma v. Union of India (1954)**, the court held that specific performance could be granted for the sale of a unique item, such as a rare car or antique.

Conclusion:

Priya can seek specific performance of the contract under **Section 10** since the car is unique and irreplaceable.

b. Can Sohan use his personal emergency as a defense to refuse specific performance?

No, Sohan cannot use his personal emergency as a valid defense to refuse specific performance. Under **Section 10** of the Specific Relief Act, specific performance is an equitable remedy that cannot be denied on grounds of personal difficulties unless those difficulties make the contract objectively impossible to perform.



1. **Section 10:** Specific performance is enforceable unless the performance of the contract is impossible due to certain factors (e.g., natural disaster, incapacity).
2. **Case Reference:**
 - In **Gurdev Singh v. Surjit Kaur (1997)**, the court rejected the argument that personal emergencies could invalidate the demand for specific performance when the contract was still feasible.

Conclusion:

Sohan cannot use his personal emergency as a reason to deny specific performance, as the sale of the car is still possible.

27. Anjali has entered into a contract to provide exclusive catering services for a high-profile event. Before the event, another catering company, YumCater, begins contacting Anjali's clients directly, trying to convince them to cancel their contracts with her. Anjali seeks an injunction to stop YumCater from interfering with her contracts.

a. Can Anjali obtain an injunction to stop YumCater from interfering with her business contracts?

Yes, Anjali can seek a **preventive injunction** under **Section 37** of the Specific Relief Act, 1963, to stop YumCater from tortiously interfering with her contracts. If YumCater's actions are unlawful and cause harm to Anjali's business, the court may issue an injunction.

1. **Section 37:** A court can issue an injunction to prevent unlawful interference with contractual relations.
2. **Case Reference:**
 - In **D.S. Soni v. International P. Ltd. (1998)**, the court issued an injunction to stop the interference in business relations that was causing harm to the plaintiff's rights.

Conclusion:

Anjali can obtain an injunction to stop YumCater from interfering with her existing contracts.



b. What conditions must Anjali meet for the court to grant her an injunction?

To obtain an injunction, Anjali must demonstrate that her legal rights are being violated and that there is no adequate remedy available through damages. Additionally, she must show that granting the injunction will prevent irreparable harm and that she has a strong case.

1. **Section 37:** The applicant must show a prima facie case, irreparable harm, and that the injunction is the most appropriate remedy.
2. **Case Reference:**
 - In **Baldev Raj v. Union of India (1995)**, the court stated that an injunction can be granted if the plaintiff demonstrates that harm cannot be adequately compensated by monetary damages.

Conclusion:

Anjali must show that her business is being harmed and that the interference cannot be compensated by money to successfully obtain an injunction.

