BLOGS

Contract Law Notes: What is a Contract under Indian Contract Law?

Ruchika Mohapatra · 26 Jun 2025

In legal terms, a contract is an agreement between two or more parties that is intended to be legally binding. It lays out the rights and duties of the parties involved and can be enforced in a court of law.

The Indian Contract Act, 1872, governs contracts in India and provides the framework for forming, enforcing, and invalidating contracts.

Definition of a Contract under Section 2(h) of the Contract Act

According to **Section 2(h)** of the **Indian Contract Act, 1872**, a contract is defined as: "An agreement enforceable by law".

Thus, for an agreement to become a contract, it must be legally enforceable. The distinction between an agreement and a contract is crucial- while all contracts are agreements, not all agreements are contracts. An agreement becomes enforceable only if it meets the criteria set out by law.

Key Elements of a Contract

For an agreement to be legally recognized as a contract, it must contain the following elements:

1. Offer and Acceptance: One party must make an offer, and the other must accept it.
2. Mutual Consent: Both parties must have a mutual understanding of the terms and conditions.
3. Consideration: There must be something of value exchanged between the parties.
4. Legal Purpose: The contract must not be for an illegal purpose or against public policy.
5. Capacity to Contract: Both parties must have the legal ability to contract.
6. Free Consent: The agreement must be made without coercion, undue influence, misrepresentation, or fraud.

Types of Contracts

There are various types of contracts under Indian law:

1. Bilateral Contracts: Involves mutual promises, with both parties being bound by the terms. For example, a contract of sale.
2. Unilateral Contracts: Only one party is bound by the contract. For example, a reward contract.
3. Executed Contracts: The contract is performed immediately. For example, paying for a cup of coffee.
4. Executory Contracts: One or both parties are yet to perform their obligations. For example, a construction contract.
5. Void Contracts: A contract that is unenforceable due to its illegal nature or lack of one or more necessary elements.
6. Voidable Contracts: A contract that may be voided by one party due to specific legal grounds, such as fraud or misrepresentation.
7. Express and Implied Contracts: Express contracts are made through written or spoken words, while implied contracts are formed by the actions or conduct of the parties.

Essential Elements for a Valid Contract

1. Offer and Acceptance

Offer refers to the proposal made by one party to another to do or refrain from doing something in exchange for something else. Acceptance is the expression of agreement to the terms of the offer.

Section 2(a) and 2(b) of the Indian Contract Act outline these concepts.

Example: If A offers to sell a book to B for ₹500, and B agrees to buy it, there is an offer and acceptance, forming the basis of a contract.

2. Consideration

Consideration refers to something of value that is exchanged between the parties. It can be in the form of money, goods, services, or even forbearance (not doing something). The consideration must be lawful.

Section 2(d) of the Indian Contract Act discusses consideration.

Example: In the book-selling example above, the ₹500 paid by B serves as the consideration for A’s promise to deliver the book.

3. Legal Objective

A contract must not be for an illegal or immoral purpose. Section 23 of the Indian Contract Act stipulates that contracts are void if their object is unlawful.

Example: A contract to sell stolen goods is void under the law as it has an illegal purpose.

4. Capacity to Contract

Both parties to a contract must have the capacity to enter into a contract. Section 11 of the Indian Contract Act states that individuals who are:

- Major (above 18 years of age)
- Of sound mind
- Not disqualified by any law for the time being in force

are considered capable of contracting.

Example: A minor (someone under 18 years of age) cannot enter into a binding contract unless it is for necessary items like food or clothing.

5. Free Consent

The consent of the parties must be free, meaning that it should not be obtained through coercion, undue influence, fraud, misrepresentation, or mistake.

Sections 14-22 of the Indian Contract Act deal with free consent.

Example: If B accepts A’s offer due to A threatening to harm B, the consent is not free and the contract is voidable.

Formation of a Contract

Edit Party A proposes terms of the contract. Party B agrees to the terms of the offer. Something of value (money, goods, services) is exchanged. Ensure the contract has a legal purpose and the parties are capable of contracting. The agreement becomes a legally binding contract that can be enforced in court.

Offer and Acceptance

The contract begins when one party makes an offer, and the other party accepts it. The offer must be communicated clearly, and the acceptance must be unambiguous.

Consideration

After the offer and acceptance, consideration is exchanged. This is a vital step as without consideration, the contract will not be valid under Indian law.

Intention to Create Legal Relations

In commercial contracts, it is generally presumed that the parties intend to create legal relations. However, in social or domestic agreements (like a promise between friends), there may not be an intention to create legal obligations.

Possibility of Performance

The terms of the contract must be capable of performance. If the performance of the contract is impossible, then the contract is void. For example, a contract to do something that is illegal or physically impossible is not valid.

Conclusion

A contract under Indian law is an agreement that is enforceable by law, and its validity is determined by various factors such as offer, acceptance, capacity, consideration, and legal purpose.

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