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Doctrine of Promissory Estoppel: Definition, Applicability in India

Khushi Malviya · 06 Mar 2025

The Doctrine of Promissory Estoppel is a fundamental principle in contract law, preventing a party from reneging on a promise if it has led another party to rely on it to their detriment. Read more about the doctrine in this post!

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Introduction

Promissory estoppel is a fundamental legal doctrine designed to uphold the principle of fairness and prevent individuals from reneging on their promises, even without a formal contract.

This legal concept, acknowledged in numerous jurisdictions, including India, operates on the premise that if one party makes a promise and another party relies on that promise to their detriment, the promisor is barred from later retracting the commitment.

Often applied in contract law cases, promissory estoppel is a protective measure, ensuring that individuals are held accountable for their assurances, thereby promoting trust and equitable outcomes in agreements that might not otherwise be legally binding.

The Application of Promissory Estoppel in India

Historically rooted in equity law, the doctrine emerged as a remedy to balance rigid contract principles, particularly in English law. In India, the Doctrine of Promissory Estoppel is recognized as a significant legal principle, used to uphold promises and ensure justice, especially when formal contracts are absent. Indian courts have applied this doctrine in various cases, particularly where individuals or companies rely on promises made by the government or private parties.

In the realm of business and investment, individuals often make decisions based on the commitments made by the government. This reliance on government promises involves substantial financial investments, and individuals may allocate their hard-earned money in accordance with the assurances provided by the government.

In such scenarios, the government's failure to honor its promises can lead to dire consequences, placing the individual's investment at risk and rendering them helpless and paralyzed in the face of potential losses.

The judiciary in India has emerged as a pivotal force in ensuring that the state remains responsible and accountable for the promises it makes. Through the application of the doctrine of promissory estoppel, the courts have played a crucial role in upholding the principle of fairness and justice in contractual dealings involving the government.

By holding the government accountable for its commitments, the judiciary provides a legal recourse for individuals who find themselves in vulnerable positions due to the failure of the government to fulfill its promises.

The doctrine acts as a shield for individuals, preventing the government from going back on its assurances and emphasizing the importance of trust and reliability in legal relationships. It ensures that the government is held to its word, particularly when individuals have acted in reliance on those promises by making substantial investments.

This not only promotes a fair and just legal system but also contributes to a more secure and predictable environment for business and investment in India. Ultimately, the doctrine of promissory estoppel serves as a crucial tool in balancing the scales of justice and fostering accountability in governmental dealings, thereby protecting the interests of individuals who place their trust in the promises made by the state.

While this doctrine promotes equity, it is not an absolute right. It cannot be used to establish a cause of action on its own but rather serves as a defense to prevent injustice. In India, promissory estoppel cannot override statutory obligations or enforce illegal agreements. Furthermore, governmental promises made under mistake or coercion may not be subject to this doctrine

Exceptions to the Application of Doctrine of Promissory Estoppel

1. Withdrawal of tax exemption or tax holiday by the administration.
2. Enactment of proposed legislation by the administration.
3. Performance of statutory duty or discretion by the administration.
4. Creation or abolition of civil posts or changes in the conditions of service for individuals employed in state affairs by the administration.

Landmark Cases

Collector of Bombay v. Municipal Corporation of the City of Bombay

The Municipal Corporation, acting upon assurances from the government, relocated old markets and established new ones on a different site. Subsequently, the government attempted to assess the new site for land revenues. The Supreme Court, recognizing the government's prior assurance, ruled that it had forfeited the right to assess the land, emphasizing the application of the doctrine of promissory estoppel.

Union of India v. Indo-Afghan Agencies

The Textile Commissioner introduced an Export Promotion Scheme, promising incentives to exporters. A petitioner, relying on this scheme, exported goods but received an Import Entitlement Certificate for an amount less than what was promised. The Supreme Court, employing the doctrine of promissory estoppel, held the government accountable for the assurances made under the scheme, compelling it to honor the commitments made to the petitioner.

Motilal Padampat Sugar Mills Co. Ltd. v. State of U.P. and others

This case involved the government assuring a petitioner of sales tax exemption for three years from the commencement of production. Acting on this assurance, the petitioner established a vanaspati plant with financial support. The Supreme Court, citing the doctrine of promissory estoppel, enforced the government's commitment, emphasizing the obligation of the government to fulfil its assurances despite the absence of a formal contract and the requirement under Article 229 of the Constitution.

Conclusion

The Doctrine of Promissory Estoppel is a fundamental principle in contract law, preventing a party from reneging on a promise if it has led another party to rely on it to their detriment. Though commonly applied to mitigate potential injustices in contractual dealings, this doctrine also serves a broader purpose in safeguarding fairness and good faith.