



SNS COLLEGE OF ENGINEERING

Kurumbapalayam (Po), Coimbatore – 641 107

An Autonomous Institution

Accredited by NBA – AICTE and Accredited by NAAC – UGC with ‘A’ Grade

Approved by AICTE, New Delhi & Affiliated to Anna University, Chennai



DEPARTMENT OF MANAGEMENT STUDIES

COURSE NAME : 19BA104- LEGAL ASPECTS OF BUSINESS

I YEAR / I SEMESTER

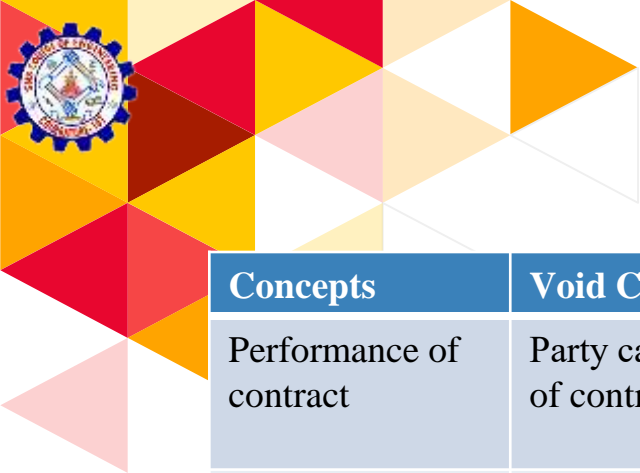
Unit 1 – THE INDIAN CONTRACT ACT 1872

Void and Voidable Contract Difference, Capacity to Contract



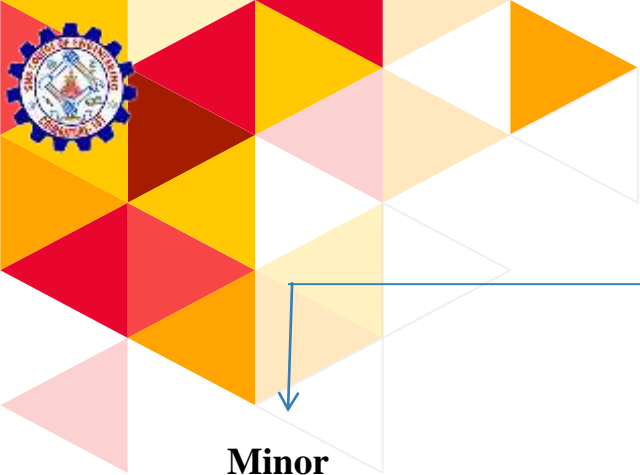
Difference Between Void and Voidable Contract

Concepts	Void Contract	Voidable Contract
Defined in	Section 2 (j) of the Indian Contract Act, 1872.	Section 2 (i) of the Indian Contract Act, 1872.
Meaning	The type of contract which cannot be enforceable is known as void contract.	The contract in which one of the two parties has the option to enforce or rescind it, is known as voidable contract.
Nature	The contract is valid, but subsequently becomes invalid due to some reasons.	The contract is valid, until the party whose consent is not free, does not revokes it.
Rights or remedy	No legal remedy.	Aggrieved party has remedy to cancel the contract.



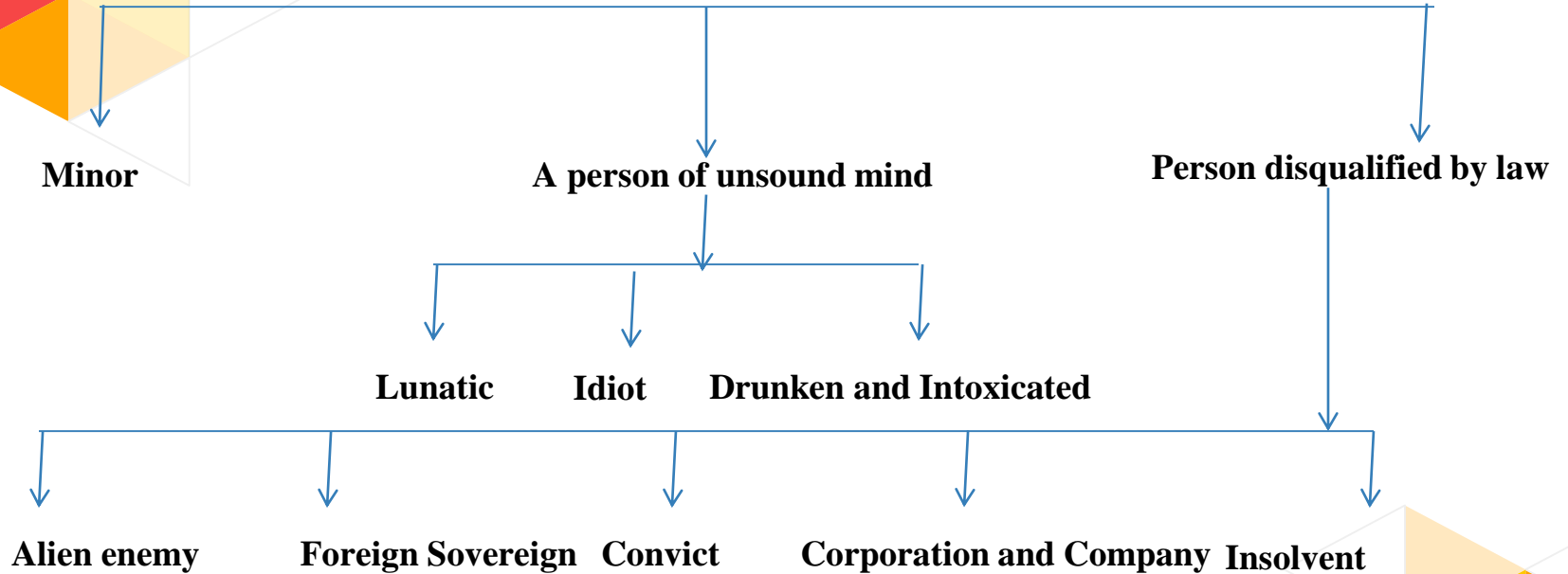
Concepts	Void Contract	Voidable Contract
Performance of contract	Party can't demand performance of contract	If aggrieved party does not cancel it within reasonable time, performance can be demanded.
Reason	Subsequent illegality or impossibility of any act which is to be performed in the future.	If the consent of the parties is not independent.
Damages	Not given by any party to another party for the non-performance, but any benefit received by any party must be restored back.	Damages can be claimed by the aggrieved party.





CAPACITY TO CONTRACT

Parties Unable to enter into a contract





RECAP

QUESTIONS???

THANK YOU