SUBJECT INDEX

A	Acknowledgement
<u>A</u>	of debt by one of partners for and on behalf of firm189
A Hindu making	of debt by principal debtor —
gift in favour of mistress223	Effect of, on liability of
A person	guarantor964
shall be deemed to be in a position to dominate the	receipt of an electronic order – effect1342
will of another149	Acquired
Absence	before notification land
of Acceptance of offer45	Action
of consensus65	of cause67
of specific agreement108	Action or inaction
of valid reason to reject tender1312	right of the surety against the principal-debtor is impai-
Acceptance	red by any 1002
by performing conditions, or	Acts
receiving consideration92 meaning of	by an agent on behalf of principal
must be absolute76	done by an agent on behalf of
of benefit under contract by	principal 1154
Government542	Ad idem
of goods543	oral contract Consensus 137
of lower bid65	Additional
of offer61	formal or substantive limits on
of presumption90	con- tracting 1379
of tender1209	Advertisement
of the consideration must be	for auction 1241
unconditional92	Affair
revocation is possible and effective at any time before1314	certificate by Doctors do not disclose the State of
Acceptance of bills	Affreightment
meaning of13	contract of
Acceptance of goods	
meaning of13	Agency
Accepted	by principal's death or insanity1188
meaning of14	contract of 1141
Account	meaning of14
claim for necessaries supp- lied to person incapable of	principal's right to benefit gained by agent dealing on
contractin529	his own account in
repayment of loan469	business of 1192

Agency (Contd.)	Agent's responsibility
relation between principal and persons duly appoin-	for sub-agent appointed without authority1156
ted by agent to act in business of1156	Agreed rate
revocation of1180	difference in price between market value633
Agent's	Agreement
authority in an emergency 1154	absence of specific 108
cannot personally enforce, nor be bound by contracts on behalf of principal1198	between Electricity Board and consumer for supply of energy676
duty in naming such person 1161	between Indian and English
duty to pay sums received for	Companies318
principal	cancellation of5
effect, on agreement, of misrepresentation or fraud	champertous of228
by126	collateral to prohibited
injunction sought by751	contracts
liabilities of1201	demand of fresh
lien on principal's property 1193	Etween debtor and creditor 1241
meaning of16	for claiming maintenance
not entitled to remuneration	for hire purchase
for business misconducted 1193	in restraint of legal procee-
pledge by mercantile1140	dings void 314
possession of	in restraint of marriage, void 299
remuneration becomes due1193	in restraint of trade301
right of retainer out of sums received on princi`pal's	in sub silentio93
accounts1192	merely collateral to another 218
skill and diligence required from1189	mode of payment not speci- fied448
to be indemnified against	of concluded contract46
consequences of acts done	of Interpretation30
in good faith1196	of lease 219
to be indemnified against con sequences of lawful acts1196	of sale executed 595
who may be an1152	of sale of property 595
who may employ1150	restriction of period of
Agent's authority	limitation by
may be expressed or implied1153	rights and liabilities of the parties should be governed by the terms of909
Agent's duty	security bond were executed
in conducting principal's business1189	on a date subsequent to execution of principal867
on termination of agency by	settlement of rates 345
principal's death or insanity1188	suit for specific performance of284
to communicate with principal1191	to do impossible act 418

Agreement (Contd.)	Amendment
to reconveyance of immova-	in bid document 1242
ble property and contract of sale of immovable pro-	Amount
perty —Distinction	forfeiture of deposit441
between401	of security676
to sell immovable property109	on account of the destruction
to sell Legality of180	of the pledged goods of the
to sell Thika tenancy432	firm was recovered from the insurer
to transfer land without consideration – Validity222	suit by Bank for recovery of 494
transportation of Rice to Zone	who is jointly and severally
under203	liable to the decree-holder for the entire decretal? 473
valid and enforceable326	Amount due and payable
void where both parties are	meaning of17
under mistake as to matter of fact199	Amount due
without consideration, void,	whether the Bank can retain
unless it is in writing and	the goods as collateral security and at the same
registered, or is a promise	time5
to compensate for some- thing done, or is a promise	Amount in part
to pay a debt barred by	repayment of loan 451
limitation law291	Amounts
Agreement of service	dispute for recovery of loan 1066
is reasonable proper or it is a	recovery of loan
restraint on trade, employ- ment or business which is	An agreement
void as provided by this	in contravention of
section313	An end
Agreements	distinction between a nega-
by way of wager, void338	tive covenant in a contract
contingent on impossible	of employment restraining
events, void	an employee304
void for uncertainty334	An offer
void if considerations and objects unla- wful in part291	when an acceptance varies the terms of 1422
Allotment	Ancillary conditions.
construction of flat199	waiver of 1335
of land81	Anything
validity of1333	payment of money has to be
Alteration	excluded while interpreting the content and width of
of work depends upon	the expression lawfully
increase of work597	do es 553
Alternative plea	Appeal
for damages598	whether a debtor can
Alternative promise	unilaterally insist upon the payment of the decretal
one branch being illegal446	amount460

Appeal (Contd.)	Arbitrary manner
whether the High Court is right in construing the condition in the manner stated the only question to	recovery of Loan – Disposal of assets not to be in any unreasonable908
be decided in735	Arbitrated upon
Appellant	whether Bank guarantee could be?854
liability for loss—Suffered by	Arbitration clause
complainant t 1155	itself did not exist—The
counter guarantee—Whether there was a counter guarantee executed by860	Court had no jurisdiction to refer the matter for arbitration
Applicability of.	Arbitration
doctrine of fairness202	agreement and contract and
Application	Distinction
for compensation677	dispute regarding invoking
for performance on certain	the Bank Guarantee is
day to be at proper time	referable to
and place	of agreement
for setting aside deed of conveyance—Effect of	when the arbitration clause itself did not exist
fraud298	Arbitrator
of payment where debt to be discharged is indicated	compensation by 544
of payment where debt to be	Area
discharged is not indi- cated465	of contract law
of payment where neither	pledge of 1094
party appropriates473	
time and place for perfor-	Assessment of sale tax566
mance of promise, where time is specified368	
Appointment	Assignment
of agents Agent and principal	of lease
defined1140	Attachment
of Receiver109	of hypothecated bus by creditor Bank933
of relief or compensation	of salary of surety876
obtained by such suits1140	Auction
Approaches	advertisement for
comparison with non-economic1367	by public body
Approbation	for quarrying of sand
principles of596	highest bid
Appropriates	of forest coupes480
application of payment where neither party473	of Jalkar and fisheries, yearly increase in rates justified 1245
Appropriation	of toddy shops
of payments447	value not to be based on 1291

Authorised	Bailee's
liability of principal inducing belief that agent's	Effect of mixture, with bailor's consent, of his goods with 1021
unauthorised acts were1204	responsibility when goods are
Authorities	not duly returned
cannot be restrained from encashing bank guarantee860	Bailment
	by several joint owners 1023
Authority	distinction between1141
non payment of installments on pretext of absence of	meaning of17
developmen350	Bailor entitled
principal how far bound, when agent exceeds1197	to increase or profit from goods bailed1022
when principal may revoke	Bailor's
agent's1178	responsibility to bailee. 165 Bailment by several joint
where the pick-up van belonging to the firm being	owners 1023
driven by a partner, it can	Bailor's duty
be said that it was done with the permission of the	to disclose faults in goods bailed1017
owner namely, the firm or with its implied752	Balance
	where the value of the
Availability of benefit543	pledged property is less
	than the debt and in a suit
Avoidence	for recovery of debt1136
of contracts1356	Bank
Award	bank guarantee in
compensation of628	encashment of performance777
of damages599	claim of lien by
of tender1248	has no right to retain the
of tender60	amount towards the loan
D	advanced to the father of
В	the respondent 1031
Bailed	must pay according to the
bailee when not liable for	guarantee which it has furnished, except in case
loss, etc., of thing1020	of fraud or irretrievable
Bailee	injustice 849
has no power to make con-	Bank could
tracts on the bailor's be-	not avoid the liability to
half, nor can he make the	return to goods 1009
bailor liable, simply as	Bouls monates
bailor, for any acts he does1009	Bank guarantee
meaning of17	authorities cannot be restrained from
minimum liability of1018	encashing860
not responsible on re-delivery	banker's letter of indemnity 754
to bailor without title	contract injunction against
when not liable for loss, etc., of thing bailed1020	invocation of

Bank guarantee	Being illegal
determination of797	alternative promise, one
discharged by Court1030	branch446
encashment of800	Benami
honouring of815	meaning of18
in encashment of perfor-	Beneficent provision
mance by a Bank777	of legislation24
irrevocable letter of credit	Beneficiary
issuance of	guarantee of814
letter of credit	Benefit
pendency of enquiry before	availability of 543
BIFR not an irretrievable787	not derived under the
unconditional849	transaction 543
Bank is agent	Bid
of the customer for reali-	of revocation 145
sation of money1156	of acceptance 79
Bank loan	Bidder
of recovery124	condition for selection of 1254
on hypothecation of vehicle5	Bidding
recovery of978	for shops
Banker and customer	Bids
fiduciary relationship1009	Evaluation of
Banker's	
to set-off—Distinction	Bilateral
between1024	of agreement
Banker's lien	Binding nature
concept of1031	of decision
Banker's loan	Blacklisting
in respect of pledge1038	of supplier
Barred ar Act	Boar
mixed question of law and	misdeeds of the clerk are deemed to be
fact—whether debt time298	Bond
Basic rule	Execution of
of contract1345	of guarantee864
Basis	_
of claim543	Borrower
Battle	recovery proceedings against 124 Bound
of the forms and parole evi-	by law to pay—Meaning of 530
dence rule—	Breach
Interpre tati on of1345	by purchaser567
Behalf of principal	choice of remedies for 1366
agent cannot personally	of contract - Quantum of
enforce, nor be bound by	compensation

Breach	Cause
of contract—Compensation—	of action227
Entitlement618	Certificate
of stipulation695	by Doctors do not disclose
Bridge	the State of affair194
tender for construction of1323	right to encash528
Burden	Champertous
of proof134	of agreement228
Business efficiency	Change
principle of620	in contract without affecting bank liability933
C	Character
<u> </u>	of transaction696
Calculation	Characterization
of damages621	of electronic contracts 1346
Cancellation of	Cheque
agreement385	meaning of19
allotment	Choice
letter of intent5	of law in the contract
sale deed132	of remedies for breach
suit on ground of lunancy134	Civil Court
tender1254	jurisdiction of
Cannot be accepted	·
the garnishee has no preferential claim over the	Claim
claim of the Bank,1025	adjustment against debt by unilateral action568
Cardinal principle	based under Section 218,
of interpretation24	Contract Act
Care	basis of543
to be taken by bailee1017	for compensation 622
•	for damages 696
Carriage	for escalated rate626
contract of319	for necessaries supplied to
negligence and breach of contract of1202	person incapable of contracting, or on his
Case	account
	foundation of 550
definitions of express and implied authority1153	made without valid contract 543
Cash	of against Railways506
duty of Custodian in charge of637	of compensation
Cash credit account	of damages by state61
when the amount on account	of damages
of the destruction of the	of election
pledged goods of the firm	of entire goods
was recovered from the	of overdue interest for late
insurer—It must be given credit only1075	payment481

Claim (Contd.)	Comparison
on account of policy lapsed due to non-payment by the	with non-economic approaches 1367
employer 1142	Compensation
or interest as damages626	application for677
or refund568	award of599
rejection of248	breach of contract -
Clarification	Quantum of 655
of offer46	by arbitrator 544
Clause	claim of543
invoking of714	denial of similar238
Clear	determination of633
of language24	for breach of contract where penalty stipulated for 668
purpose and object or reasons and spirit of	for breach of warranty627
statute40	for loss or damage caused by brea c h of contract
Coercion	for revocation by principal, or
liability of person to whom money is paid, or thing	renunciation by agent 1179 for wrongful disconnection of
delivered, by mistake or under564	power supply 627
meaning of566	non performance of contract 388
plea of581	of Award628
Coercion or fraud	of contract628
frequency of1383	or liquidated damages 628
Coffee Board	party rightfully rescinding
to auction1254	contract, entitled to
Collection	to agent for injury caused by principal's neglect
levy of tax578	
of tehbazari dues112	Competency for contract
Commerce	
the rise of electronic1414	Complete survey
Committee	of the different problems 1347
of tender by1293	Completion
Communicated	of contract—Extension of 568
within a reasonable time92	Compliance
Communication	doctrine of strict 800
of proposals59	Complied
when complete63	terms and conditions not 1333
Companies	Composite
agreement between Indian	decree of931
and English318	Compromise of
Company	Recording145
company promoting131	Compulsory acquisition
promoting and her company131	of land506

Computation	Consequences
of damages628	of including agent or
Computer	principal to act on belief of that principal or agent will
rapid development of1402	be held exclusively liable 1204
Concealed	of notice given to agent1198
fraud and constructive fraud181	of rescission of voidable
Concept	contract513
of banker's lien1031	Consideration
doctrine of public policy is an	for a valid contract294
illusive242	for electronic contracts as
Conciliation of.	opposed to other types of contracts
tender amount1318	for guarantee864
Concluded	in adequacy of296
of agreement46	meaning of
of contract67	necessity of
Condition	not a term of contract47
for selection of bidder 1254	public interest is prime 1307
Conditional offer	Consigned
of non-acceptance89	loss of goods
Conditions	Consignee
for renewal294	special contract126
termination of bailment by	Consigner and consignee
bailee's act inconsistent	Contract between
with	
validity of eligibility1334	Consignmen damages for non-delivery of 549
Conflict	
between two similar statutes24	Construction work Execution of contract for
Consensus of	
absence	tender for
Consent	Construction.
decree a contract697	of a contract - Principles for115
from landlord544	of bank guarantee737
meaning of	of flat and allotment
necessary for novation of	of provisions of Contract and
contracts491	rules 123
of payee is unnecessary for	of Rule40
carrying out of any such	of Statutes24
direction by remitter1143	tenders from registered
of tainted consent and	contractors for 1331
absence	Constructive notice
silence does not constitute91	doctrine of 517
voidability of agreements	Consumers
without free191	rights of 1362

Context of Insurance	Contract (Contd.)
subrogation and Assignment992	for additional securities
Contract	without the consent of
against a statute229	surety968
against general policy of	for competency
law230	for lease
basic rule of1345	
between consigner and	for purchase of land
consignee318	work230
between exporter and respondent for export of	for revival of the lapsed
cotton bales789	policy301
between the Insurance	for sale of immovable
Company which is the	property366
other party and insured790	for supply of electricity 116
between two unequals91	for supply of gas570
breach of1190	for supply of steel product 117
breach of227	for the purpose of land 230
by conduct of parties115	frustration of341
by correspondence68	grant of compensation on
by correspondence756	account of non-
by trustees48	performance of
choice of law1346	guarantee to perform of712
claim made without valid543	injunction against invocation of Bank guarantee790
compensation – non	is a bilateral transaction
performance of388	between two or more than
compensation of628	two parties48
completion of349	legislation and Parliament
consideration for a valid294	empower to make laws
consist of uncertainty and	regarding
vagueness	
damages for breach of1200	liability of surety is co- extensive with that of the
deed of Mortgage48	principal-debtor 898
difference between void and voidable190	limitations on freedom
discharge of508	of1378
doctirial rule of	liquidated damages clause
doctrine of privity of344	Interpretation of
effect of novation, rescission,	llegality of the transaction at the time of
and alteration of474	novation of
eistence of valid550	of affreightment233
enforcement of195	-
essence of638	of breach
essentials of	of carriage
execution of639	of completion
filling of suit for possession	of consideration not a term47
by specific performance of153	COLIE

Contract (Contd.)	Contract (Contd.)
of creation120	termination of665
of employment349	time and place of conclusion
of genuineness121	of the 1403
of guarantee, surety,	time is the essence of 406
principal-debtor and	to be enforced 234
creditor756	to ply the bus as nominee of
of indemnity defined737	corporation 234
of insurance319	touching contracts of
of loan—would exclude	immovable property—Time is usually not of the
operation of statutory general lien1039	essence of the
of person not a party51	transactions of sale of
of placement51	immovable properties 416
_	unilateral postponement of
of privity	right to claim performance
of proposal62	of
of sale of immovable property101	waiver of
of standard form127	who are competent to 130
of suit for specific perfor-	with Government
mance56	writing stage 1372
of survival91	Contract Act
of tenancy234	interest awarded as damages
of tenders—Public auction 1255	on the basis of the
of terms128	common law principles as enshrined in Section 73 644
of type56	claim based under Section
of validity58	2181192
performance of	Contract caused
pledge by person in	by mistake of one party as to
possession under	matter of fact 207
voidable1140	Contract contains
postulation of842	any other stipulation by way
recession of509	of penalty713
rectification, variation, and	Contract for sale
Novation of491	of immovable property5
repudiation of445	Contract for sale of goods
sale of building through	time is the essence of the
unconscionable165	contract and uncertainty or vagueness renders the
secondary732	contract void
simple examination of the	Contract is an agreement
underlying	when one party makes an
specific performance of 268,405,509	offer which the other party
subsequent conduct in this regard would amount to	accepts47 Contract law
acceptance of the counter	
offer95	Electronic commerce
suit for specific performance	relationship between technical standards 1394
of663	teenmear standards 1094

Contract not permissible	Contracts (Contd.)
of unilateral modification129	records, authentication and
Contract of	electronic
agency1141	validity of1364
specific performance11	Contracts of sale
suit for specific performance11	may be voluntary or statutory6
Contract of sale	
specific performance of405	Contractual law in the area of e- commerce
Contract Refund	ought to be subject to a
of amount of purchase	separate provision of law is
price6	still being debated in the
Contract tainted	EU
with fraud188	Contractual terms
Contract work	restriction of
Execution of550	Contravention of
Contracted	an agreement in
of marriage236	Control
Contracting costs	validity of Rescinding of
economizing on1382	Control of the court.
Contracting	powers of Official Liquidator, subject to1307
additional formal or substantive limits on	Co-owner
Era of increased electronic1387	makes improvement in joint
the European Union rules	property548
concerning electronic1409	Corporation
what is a sound mind for the purposes133	contract to ply the bus as nominee of
Contractors	public policy—Allotment of
validity of empanelment	plot by 243
of1334	Correct money
Contracts agreement collateral to	payment of amount by agreement523
prohibited218	Correspondence
by a company with the	by contracts100
Electricity Board877	Co-sureties
by correspondence100	liability of886
by electronic1411	liable to contribute equally 1007
consent necessary for novation of491	release of a co-surety does not result in discharge of
Electronic contracts are as	other962
prone to mirrorimage problems and the battle of	release of the due963
the forms issues as are	Counter guarantee
non-electronic 1357	whether there was a counter
Enforcement and consequences of agent's1197	guarantee executed by appellant ? (Yes)860

Counter offer	Damages (Contd.)
contract is in part of offeree's silence coupled with subsequent conduct in this regard would amount to acceptance of the95 Court of duty	calculation of
direction bank guarantee's business on basis of duly discharged FDRs	for non-delivery of consignment
Creation of contract120	of contract–Liability to pay 667
Credibility	of notice
of contract enforcement	Death
bank guarantee, performance bond, letter of788	revocation of continuing guarantee by surety's
Credito	bailment by
agreement between debtor andr	whether contractual law in the area of e- commerce ought to be subject to a separate provision of law is still being
Creditor	Debt
has right of action against the surety also961	meaning of
Creditor's	repayment of450
forbearance to sue does not discharge surety958	Debt payable
Criminal act	meaning of21
non-liability of employer of	Debtor
agent to do a –1196	can unilaterally insist upon the payment of the decretal amoun t
Damages	Debtor and creditor
alternative plea for	contract of guarantee, surety, principal

Decision	Definition
of binding nature24	of word27
court's should not place reliance on decisions	of express and implied authority of the case 1153
without discussing26 on tender on basis of rates1290	Delay
	in execution of work374
Declaration	Delivery
suit for	dispatch of637
of suit being sale-deed void181	to bailee how made 1017
Decree	Demand
all the defendants including the guarantor878	of fresh agreement 1290
of composite931	Demurrage
of payment towards	liability to pay 1018
discharge of joint	Denial
liabilities531	of similar compensation 238
Decretal amount	Deposit
deposit of466	forfeiture of security
Deed	of decretal amount 466
of Mortgage is a contract48	Deposition
of surrender and re-	of earnest money88
settlement	of property229
Default	Deprivation
in payment of rent—Unjust	of property 573
enrichment	Destruction
by principal-debtor	deterioration or non-delivery
in cash credit facility	incurred by Railway7
in payment of rent	Determination
jute company breached contract796	of Bank guarantee797
liability of two persons,	of compensation633
primarily liable, not affected by arrangement	of market value not to be based on Auction sales 1291
between them that one shall be surety in other's –931	Determined
of pawnor2	payment of gratuitous is to
Defaulting pawnor's	be552
right to redeem139	Devolution
Defect in phraseology	meaning of22
used by Legislature27	of joint liabilities 360
	of joint rights 364
Defendant purchased	Difference
in name of plaintiff	between void and voidable
Defined 1075	contract190
"Pledge, pawnor and pawnee 1075	Difference in price
bailment, bailor and bailee1008	between market value and agreed rate
free consent	agreed rate

Different sums	Distinction
liability of co-sureties bound1007	Between agreement and
Digital signatures	contract516
and authentication	agreement to reconveyance of
as signature by process to	immovable property and contract of sale of
the document 1349	immovable property 401
Discharge	banker's lien and Bank's
by estoppel512	right to set-off 1024
of contract508	between a negative covenant
of surety by creditor's act or	in a contract of employee from carrying on business
omission impairing surety's eventual remedy963	or engaging in any
of surety by release of	occupation after the
discharge or principal-	contract comes to an end 304
debtor945	void and voidable
of surety by variance in terms	Diversion
of contract932	of investment and other breaches in the operation
of surety when creditor	of agencies as recorded in
compounds with, give time to, or agrees not to sue	the termination orders 1163
principal-debtor954	Doctirial rule
of surety 488,946,955	of contract 1368
precaution in656	Doctrine
Discharge of	of constructive notice 517
surety and guarantee937	of frustration434
Discharge surety	of perpetuity242
creditor's forbearance to sue	of privity of contract344
does not958	of public policy is an illusive
Disclosed	concept242
rights of parties to a contract	of ratification—Essential to 1143
made by agent not1203	of severability446
Disclosure	of strict compliance800
of valuation report important 1247	of subrogation992
Dispatch	of unjust enrichment574
of delivery637	Doctrine of fairness
Disposition	applicability of 202
of property48	Document
Dispute	digital signatures as
for recovery of loan amounts 1066	signature by process 1349
regarding invoking the Bank	equation with tendering of 1292
Guarantee is referable to	execution of
arbitration798	forged documents or fraudulent184
Disputed property	meaning of
to deft when minor151	of guarantee which is to be
Disputes	scanned?856
resolution of 323	of Inerpretation 138

Document by blind	Effect (Contd.)
Execution of137	of impairing of security644
Document obtaining	of misrepresentation or fraud
by fraud195	by agent 126
Document records	of mistakes as to law
the creation of a right in party and extinction of right to other party, such	of mixture, without bailor's consent when the goods can be separated
document is required to be registered290	afford promisor reaso- nable facilities for
Dominate	performance528
relation between partionb164 Done	of novation, rescission, and alteration of contract474
non-gratuitously act552	of one joint promisor 364
Duty of Court	of ratifying unauthorised act forming part of a transaction1162
of Custodian in charge of cash637	of refusal of party to perform promise wholly348
refund of Stamp524	of refusal to accept offer of performance
<u> </u>	of refusal to perform promise
Earnest money	of registered gift-deed190
forfeiture of640,703	of right of surety
liability of forfeiture of654	of two distinction between
of deposition88	English and Indian Law 743
refund of581,730	Ejusdem
Earth work	generis rule27
contract for remodelery of230	Election
Economizing	claim of480
on contracting costs1382	Electricity
Effect	for contract for supply116
liability of party preventing	Electricity Board
event on which contract is to take374	contracts by a company 877
of accepting performance	Electronic
from third person359	contracts by 1411
of agency on contracts with	Electronic commerce
third person	and uniform contract
of default as to that promise	law 1350
which should be first performed, in contract	directive's contract law
consisting of reciprocal	neutrality1409
promises375	Electronic Communication
of failure to perform at fixed	of validit71.
time, in contract in which time is essential376	Electronic contract
time is essential	meaning of1345

Electronic contracts	Enforcement
are as prone to mirrorimage	and interpretation1367
problems and the battle of	credibility of contract
the forms issues as are non-electronic contracts 1357	of agent's contracts
Exacerbate jurisdictional issues1359	of Bank Guarantee and invocation of638
of transactional capability1357	of Bank guarantee 802,882
traditional law and modern	of contract 195
problems1359	of contracts contingent on an event not happening341
Electronic record	private versus public 1366
be attributed to the originator?1376	English
Electronic signatures	and Indian Law—Difference
lessons from the US	between 701
experience with E-SIGN 1359	Enjoyment
Eligibility	liability for 552
condition to lodge tender1291	Enrichment
EMD	default in payment of rent— Unjust531
of cancelled tender1296	doctrine of unjust574
Emergency	plea of unjust
agent's authority in an1154	Entertainment
Emergent repair	of plaint549
of public highway637	Entire goods
Employer	claim of
claim on account of policy	Entitlement
lapsed due to non-	breach of contract—
payment by	Compensation618
Employment contract of349	Entry
by purchaser not rest	of wrong credit575
rained800	Equally
of Bank guarantee800	co-sureties liable to
Enactment and commencement	contribute1007
of an Act27	Equation
Endorsement	with tendering of
fire policies containing 'riot	document
and strike'756	Equitable jurisdiction
Energy	of Court701
agreement between	Equity
Electricity Board and	interests of justice654
consumer for supply of676	Era
Enforceability of	of increased electronic contracting
right of third party1205	Escalated rate
Enforced	claim for
contract to be234	020

E-SIGN	Execution
electronic signatures in	of a document151
Global—Lessons from the US experience1359	of agreement between vendor and vendee336
federal pre-emption in1363	of bond812
Essence	of contract for construction
of contract371	work639
Essential	of contract work550
to doctrine of ratification1143	of contract 578,639
effect of failure to perform at fixed time, in contract376	of decree against principal- debtor and guarantor as against the mortgaged
Essentials	property812
of promissory note8	of deed of partnership 120
of contract115	of document by blind 137
European Union	of indemnity bond under
parameters of electronic	undue influence152
commerce legislation1354	of lease-deed by minor's mother152
European Union rules	of money952
concerning electronic	of mortgage deed970
contracting1409	of power of attorney68
Evaluation	of sale deed121,152,440
of bids1292	of work of Government639
Eventual remedy	Execution work
discharge of surety by creditor's act or omission	recovery of damages for default in728
impairing surety's963	Exercised
Eviction suit for1202	revocation where authority has been partly 1178
Excess amount	Exhibition
jurisdiction of arbitrator to award727	of Films in transferred licensed premises242
Exchange	Existence
suit for declaration title,	of valid contract550
confirmation of possession or in the alternative	Existing laws
recovery of possession— Deed of282	of legislation by incorporation and adaptation32
Excise duty	Expanding horizon of
payment of580	electronic contracts
Exclusion	Export of cotton
from fresh tender1292	contract between exporter
Exclusively liable.	and respondent for
consequence of including agent or principal to act on	contract between the Insurance Company790
belief of that principal or agent will be held1204	Extension of contract

Extension	Fixation
of bids opening date1293	of minimum reserved price of
Extent	plot 1295
of agent's authority1153	of reserve price
of damages640	of time 395
Extention	Fixed deposit
of time508	of loan advance to father 1068
-	Fixed time
F.	when contracts become void,
Facility	which are contingent on happening of specified
default in cash credit955	event within
Fact	Flat
contract caused by mistake	agreement for sale of 421
of one party as to matter	Floating
of207	fresh tender
Failure	Forbidden
to join service550	by law519
False statement	
is not fraud182	Forcible repossession
FDRs	without intervention of the Court
court's direction bank	
guarantee's business on basis of duly dischar-	Forest coupes
ged1042	auction of
Features	Forfeiture
of contract of Insurance191	in the absence of notice–not allowed 397
Fee	of deposit amount441
or tax578	of earnest money
Fiduciary relationship	of security deposit
between banker and	of security, in no way, affects
customer1009	any statutory right under
Filing	Act75
of suit for declaration by wife184	Forged documents
of suit for possession by	or fraudulent documents 184
specific performance of	Formality
contract153	in interpretation 1372
Finder of goods	Formation
responsibility of564	and interpretation of
Firm	contracts
acknowledgement of debt by	Foundation
one of partners for and on behalf of189	of claim550
loan advance to partner-	Frantic lobbying
ship344	product of

Fraud	General power
application for setting aside	of attorney
deed of conveyance—Effect of298	Genuine
concealed fraud and	pre-estimate is to avoid
constructive181	litigation 709
contract tainted188	Genuineness
document obtaining by195	of contract 121
false statement is not182	Gift deed
fraud and misrepresentation	Executed by perpetrating
induced196	fraud or exerting undue influence154
in respect of sole of	Effect of registered
property	
is infinite in variety185	Given to agent
vague and general plea of undue influence will not be	consequences of notice
sufficient when the	Giving time
plaintiff comes forward	to deposit FDR is proper 1296
with an action to set aside a contract on that ground	Godown
or for176	respondent entitled to lift
Fraud and misrepresentation	additional quantity of gun at contracted price—'Lot'
induced by fraud196	means quantity of Salai/ Cheed gum in particular 1317
Frequency	tender for allotment of 1322
of coercion or fraud1383	Good faith
Frustration	agent to be indemnified
doctrine of434	against consequences of
Fundamental	acts done in 1196
basis is compensation for the	power of attorney acting in 1197
pecuniary loss643	Goods
Furnishing	acceptance of543
of tender beyond the time prescribed in notice	contract for supply of 547
prescribed in nouce1290	hypothecation of 1078
	meaning of22
<u>G</u>	payment of price and for taking delivery of 656
Garnishee in execution	supply of664
the garnishee has no preferen-	Goods bailed
tial claim over the claim of the Bank, cannot be	bailor entitled to increase or
accepted1025	profit from
General lien	liability of bailee making unauthorized use of 1020
contract of loan—Would exclude operation of	right of third person claiming1023
statutory1039	Goods intended
of bankers, factors, wharfingers, attorneys,	for use in the manufacturing or processing—Meaning
and policy-brokers1028	of23

Goods, services	Guarantee (Contd.)
computer information transactions	obtained by misrepresentation, invalid 1003
Government	of beneficiary 814
acceptance of benefit under contract542 execution of work of639	on contract that creditor shall not act on it until co- surety joins
	revocation of continuing 931
grant of contracts243 mere act of lawful seizure by1092	sureties liability and revocation of continuing 911
operation of section not	to perform of contract
illegal by	Guarantor
reaped full benefit of the delivery of supply551	by deposit of title deeds in
Government contract	respect of the immovable property814
cancellation of156	decree is simultaneous and it
Grant	is jointly and severally
of injunction contractor813	against all the defendants including the878
of order of injunction305	liability of principal-debtor 890
Grant of compensation on account of non-	principal-debtor and the959
performance of contract710	Guidelines of
Grant of contracts	national Highway authority to be applicable to tender
by Government243	of Central Government 1304
Granted by law	
pawnee has no right for closure a since he never had the absolute ownership at law	f H
Gratuitously	if a nationalised bank can
restoration of goods lent1022	take the law into its own 1088
Gratuity	Happening
recovery of excess payment of	Enforcement of contracts contingent on an event not
Guarantee	Enforcement of contracts
bond of864	contingent on an event340
consideration for864	High Court
construction of bank737	is right in construing the
contract of865	condition in the manner
discharge of945	stated the only question to be decided in this appeal? 735
for a particular period in regard to carrying out the	Highest bid
repairs one can never say	but non-acceptance 1301
that the title to the goods ever passed1145	in auction sale 1300
meaning of	Hire purchase
obtained by concealment,	agreement for676
invalid1004	and loan 713

Instalment	International
repayment in730	business transactions 1376
Insurance	Internet
contract of319	personal jurisdiction and
features of contract of191	commercial use of 1389
for proposal90	Internet jurisdiction
material misrepresentation in	three types of 1419
contract of197	Interpretation of
obligation to pay repair charges arose out of contract of	battle of the forms and parole evidence rule
renewal of mediclaim143	cardinal principle24
requires of pre-contract89	Interpretation
Insurance Policy	of agreement30
of regarding married policy88	or fundamental rules28
repudiation of842	Interpretations
Insured	amending provisions 32
of 48 years	Intimation
Intellectual Property	payment without any
of licence Agreement	express469
(IPLA)139	Invalid
Intent of	guarantee obtained by concealment
cancellation of letter5	Invalidity
Intention	of contract cannot be
of Legislature29	pleaded551
of parties713	Investigation
Interest	pre-contractual search 1368
meaning of23	Invocation of
pledge where pawnor has only a limited1140	enforcement of Bank Guarantee638
Interest awarded	performance guaran-
as damages on the basis of	tee
the common law principles as enshrined in Section 73	letter of
of the Contract Act644	Invoking
Interest or share	of clause714
meaning of23	Involvement
Interested	of second defendant in transaction as surety 839
reimbursement of person paying money due by	IPLA
another, in payment of529	intellectual Property Licence
Interests	Agreement
of justice and equity654	Irretrievable.
Interference	bank guarantee—Pendency of enquiry before BIFR not
scope of judicial1303	an787

Legislation	Liability (Contd.)
by incorporation and adaptation of existing laws32	of person to whom money is paid, or thing delivered, by mistake or under coercion 564
to make laws regarding	of pretended agent 1204
contract	of principal inducing belief that agent's unauthorised
beneficent provision24	acts were authorised
Legislature by	of principal-debtor and guarantor890
defect in phraseology used27	of surety is co-extensive with
of intention29	that of the principal-
Letter	debtor—Unless it is
of intent—Refusal to issue 1303	otherwise provided by the contract898
of invocation885	of surety1002
Level	of two persons, primarily
of harmonization of contract 1356	liable, not affected by
Leviable	arrangement between
Express and unqualified	them that one shall be surety in other's default931
representation that sale	whether surety stood
tax was not121	discharged, of his976
Levy	Liability for loss
of tax and collection578	suffered by complainant
Liabilities	appellant1155
devolution of joint360	Liability of guarantor
of agent1201	acknowledgment of debt by
Liability	principal debtor964
arising out of unilateral	Liability of
contract752	guarantor931
change in contract without	Liability to pay
affecting bank933	demurrage and port charges 1018
for enjoyment552 for payment for owner49	Licence for
of Agent1189	refusal of claim10
of bailee for loss of goods—	Limitation
Pledged with Bank993	period of
of bailee making	Limitation law
unauthorized use of goods bailed1020	agreement without consi-
of co-sureties bound in	deration, void, unless it is in writing and registered, 291
different sums	Limitations
of co-sureties886	on freedom of contract
of forfeiture of earnest	Liquidated damages
money654	clause Interpretation of
of Guarantor973	contract654
of party preventing event on which contract is to take	Literal interpretation
effect374	of rule41

Litigation	Material misrepresentation
genuine pre-estimate is to	in contract of Insurance 197
avoid709	Matter
Living person	plea not re-agitate243
when event on which	Matter of fact
contract is contingent to be deemed impossible, if it is the future conduct of a341	agreement void where both parties are under mistake 199
Llegality	Meaning of
of the transaction at the time	acceptance of bills13
of contract520	acceptance of goods13
Loan	accepted14
advance to partnership firm344	agency 14
by a borrower from the bank89	agent 16
hire purchase and713	amount due and payable17
of repayment52	bailee17
recovery of899	bailment 17
suit by Bank for recovery of874	benami
suit for recovery of1019	bound by law to pay530
Loss	cheque19
meaning of23	coercion
of goods consigned537	damages
of hypothecated goods974	debt payable21
Lower bid	debt20
of acceptance65	devolution22
Lunancy	document
cancellation of suit on	electronic contract1345
ground of134	goods intended for use in the manufacturing or
M	processing23
<u> </u>	goods22
Made	guarantee 1004
whether a statement is an	interest or share in any
offer or an invitation to treat depends primarily on	contract
the intention with which it	loss
is?1335	
Maintenance	misrepresentation
agreement for claiming218	mistake
Making	public policy
it is sufficient authority to	the contract contains any other stipulation by way of
the bank for making	penalty 734
payment840	Measure
Making payment	of damages655
payment on demand by the	Mehar
beneficiary—It is sufficient authority to the bank for840	of Payment141

Memorandum	Money
of undertaking500	execution of
Mere act	must be acceptance76
of lawful seizure by	of mortgage suit for
Government1092	recovery 49
Mere existence	reimbursed to pay469
of relationship between	suit for recovery of284
parties whereby one person was in dominant	
position was not sufficient	Mortgage deed
to prove undue influence	execution of
and would not make contract unconscionable158	Mortgage suit
	for recovery of money
Minimum liability	Mortgaged property
of bailee	execution of decree against principal-debtor and
Minor	guarantor as agains 812
disputed property to deft151	Mother
property of133	Execution of lease-deed by
Misconducted	minor's 152
agent not entitled to remuneration for	Mutually
business1193	areed position
Misdeeds	37
of the clerk are deemed to be	N
that of Board1206	National Highway
Misrepresentation	to be applicable to tender of
meaning of1004	Central Government—
what amounts to95	Guidelines of 1304
Mistake	Nationalised bank
meaning of24	can take the law into its own
of law579	hands—How can the Courts criticise and find
Mistress	fault with others?1088
a Hindu making gift in favour	Nature
of223	of penalty727
Mixed question	of the Act
of law and fact—whether debt	Necessary expenses
time barred ar Act298	repayment, by bailor,
Mode	of 1021
of communicating or revoking rescission of voidable	Necessity
contract528	of consideration 1147
Mode of payment	transaction not made for
not specified by agreement448	legal584
Mohammedan	Neglect
unilateral rescission of	compensation to agent for
marriage by a513	injury caused by principal's 1197
	par 3 1197

Negligence	Novation
by creditor bank in selling hypo- thecated goods1002	of written agreement by oral agreement471
of contract of carriage1202	
Negotiate	O
standard form contracts1354	<u> </u>
Neighbour's property	Object of
of purchase124	words and phrases used in other statutes42
Neutrality	Objects and Reasons
the Electronic Commerce Directive's contract law1409	statement of4
New contract	Obligation
substitution of492	of person enjoying benefit of non-gratui- tous act 537
No disclosure of fact	of person who has received
of marriage position of party 186	advantage under void
Non payment	agreement, or contract
of installments on pretext of absence of development by the Authority350	that becomes void
Non-acceptance	insurance
of conditional offer89	waiver of contractual
of offer50	Offer
Non-liability	absence of Acceptance
of employer of agent to do a criminal act1196	of acceptance
Not allowed	of non-acceptance50
forfeiture in the absence of	offer and counter50
notice397	Offer of supply
Not conclusive	of definite quantity of Jaggery122
mere use of word 'may' or	Opening condition
'shall'32	of tenders
Notice	Opening date
for termination required only when it is terminated for	Extension of bids 1293
no fault of agent1179	Operation Operation
inviting tender50	of section not illegal by
of prescribed period90	Government552
of revocation or renunciation 1179	Operations
of termination1of tenancy1157	of parties have unequal
right of an employer to	control
terminated the service of a	Oral agreement
permanent employee without holding of any	novation of written
enquiry252	agreement471
Novation	Oral contract
of contract489	consensus ad idem137

Order	Party
against creditor and first	by implication752
guarantor—Legality of899	no disclosure of fact of marriage position of 186
of performance of reciprocal promises	rightfully rescinding contract, entitled to compensation 737
Order of injunction	Passed
grant of305	guarantee for a particular
Order passed	period in regard to
by the Court contrary to mandatory provision of statute	carrying out the repairs one can never say that the title to the goods ever 1145
Original contract	Pawnee
and work order vary1306	has no right for closure a since he never had the
Originator	absolute ownership at law 1093
how can an electronic record be attributed1376	suit for realisation of debt against pawner by
Other party	rights of 1093
a contract is an agreement	Payment
and comes into existence when one party47	claim of overdue interest for late481
Overdraft	of amount by agreement as
in Bank95	correct money 523
Overlap	of excise duty580
separate pleading for undue influence and misrepre- sentation necessary to avoid165	of gratuitous is to be determined
Owner	executing indemnity
for Liability for payment49	bond122
Parameters	of mehar141
of electronic commerce legislation in the European Union	of money has to be excluded while interpreting the content and width of the expression lawfully does
Participation	anything 553
in tender 1307	of money on execution of
Parties	pronote
have unequal control of	delivery of goods656
operations122	of rent728
intention of713	of time-bound debt191
of contract by	refund of581
conduct115	time fixed for making 1247
Partnership	without any express intimation469
of Execution of deed120	Payment by Bank.
retirement from 107	withholding of

Payment of money	Permissible
taxability on destruction of business848	unilateral modification of contract terms345
Pecuniary loss	Perpetuity
fundamental basis is	doctrine of 242
compensation for643	Persen
Penalty	by whom promise is to be
if the contract contains any	performed 358
other stipulation by way of713	falsely contracting as agent,
nature of	not entitled to performance
stipulation by way of733	in a dominating position,
	essentially aquestion of
Perform	fact—Not to be reopened
any one of joint promisors may be compelled to363	second appeal 163
promisor not bound to	not a party to contract51
perform, unless reciprocal	
promisee ready372	Personal jurisdiction
Performance	and commercial use of the Internet
effect of neglect of promisee	Personally liable
to afford promisor reaso- nable facilities for	•
	rights of person dealing with agent1204
effect of refusal to accept offer of345	Pick-up van
for execution of sale-deed51	driven by a partner, it can be
in manner or at time	said that it was done with
prescribed or sanctioned	the permission of the
by promisee370	owner namely, the firm or
of contract with agent	with its implied authority 752
supposed to be principal1203	Place
of contract728	application for performance on certain day to be at
of reciprocal promises	proper time
person falsely contracting as	for performance of promise,
agent, not entitled to1204 place for performance of	where no application to be
promise, where no appli-	made and no place fixed
cation to be made and no	for perfor- mance
place fixed for369	Placement
rights of surety on payment	of order51
or978	Plaint
Performance guarantee	Entertainment of 549
invocation of841	Plaintiff.
Performed	defendant purchased a taxi
by whom contracts must be	in name of
performed Person by whom promise is to be358	under Epileptic Stage was of
	unsound mind
Period of limitation OFO	Platform
of limitation959	for privacy preferences 1397

Plea	Possession (Contd.)
not re-agitate matter243	of the suit premises1161
of coercion581	of vehicle123
of unjust enrichment557	Postulation
of waiver397	of contract 842
Pleaded	Power
invalidity of contract cannot be551	to set aside contract induced by undue in-fluence
Pleading	Power supply
of a case before testator163	compensation for wrongful
Pledge	disconnection of
banker's loan in respect of1038	Power of attorney
Pledge	acting in good faith 1197
by mercantile agent 1140	execution of68
by person in possession	Powers
under voidable contract 1140 distinction of between 1094	of Official Liquidator, subject to control of the court 1307
of articles 1094	Precaution
where pawnor has only a	in discharge656
limited interest 1140	Preconditions
Pledged goods	supply of Tender forms56
right of Bank to have lien	Pre-contractual
upon1070	search and investigation 1368
Pledged property	Preferences
for recovery of debt by the	platform for privacy 1397
pledgee, the pledgee denies the pledge or is otherwise	Premises
not in a position to return	Exhibition of Films in
the pledged goods he has	transferred licensed
to give credit for the value 1136	Prerogative
Pledged with Bank	of Creditor to move against
liability of bailee for loss of goods993	principle debtor first or
Plot	surety
was surrendered and	Prescribed period
deduction was made from	of notice90
the refund amount737	Presumption
Policy	of acceptance90
insurance Policy regarding	Pretended agent
married88	liability of
Policy decision	Price
withdrawal of1336	discount Scheme
Possession	refund of amount of purchase6
is sine qua non for bailment—Hiring of locker 1010	Price of plot
of agent1145	fixation of minimum
01 4801101170	reserved1295

Price quotation	Proceedings
for supply of tractors7	agreement in restraint of
Principal Principal	legal314
acts done by an agent on behalf of1154	void contracts—Agreements in restraint of legal 326
agent's duty to communicate	Product
with1191	of frantic lobbying1360
agent's duty to pay sums received for1192	Promise
how far bound, when agent exceeds authority1197	performance in manner or at time prescribed or sanctioned by e
not bound when excess of agent's authority is not	promisee may dispense with or remit performance of 500
separate1198	Promise wholly
of "business efficiency"620 of promissory estoppel69	Effect of refusal of party to perform348
performance of contract with	Promisee
agent supposed to be1203 right to benefit gained by	cannot have double
agent dealing on his own	satisfaction of its claim,
account in business of	that is, from promisor as
agency1192	well as third party359
Princi`pal's accounts	effect of default as to that promise which should be
agent's right of retainer out of sums received on1192	first performed, in contract consisting of reciprocal 375
Principal's consen	express and implied 100
right of principal when agent deals, on his own account,	may dispense with or remit performance of promise 500
in business of agency1191	performance of reciprocal 373
Principal-debto	Promisor
suit for recovery of amount against	not bound to perform, unless reciprocal promisee ready and willing to perform
of discharge or 945	Promissory estoppel
discharge of surety when	principle of69
creditor compounds with, give time to, or agrees not	Promissory note
to sue954	Essentials of
Principles of	Pronote
approbation and reprobation596	payment of money on execution of524
Principles	Proof
for construction of a contract115	of Cancellation
Privity	Properly appointed
of contract123	representation of principal by
Problems	sub-agent 1155
complete survey of the different	Property agent's lien on principal's 1193

Property (Contd.)	Purpose and object
contract for sale of	of statute is clear40
immovable366	Purpose
deposition of	of general contract
exposed by auction1307	law 1392
legal proprietary interest in the536	Purpose of.
of disposition	sealed bidding 1316
of minor	
time essence of contract Sale	<u> </u>
of immovable373	Quantum
undue influence and fraud in	of damages 560
respect of sole of198	Quarrying of sand
value of gift178	auction for
Proposal	
for insurance90	R
of contract62	_
Propo-sals	Rade quoted
of communication,	20% below the reasonable rates—Tender 287
acceptance and revocation59	
Provision of statute	Railway wagon tender for execution of five
order passed by the Court	items of work including
contrary to mandatory38	supply 1323
Provisions	Rates
of Contract and rules of Construction123	decision on tender on basis
Public auction	of1290
contract and invitation of	on ground of 1312
tenders1255	Ratification
Public highway	knowledge requisite for
Emergent repair of637	valid 1162
Public interest	may be expressed or implied 1162
is prime consideration	of unauthorised act cannot
Public policy	injure third person
allotment of plot by	right of person as to acts
Corporation243	done for him without his
meaning of246	authority
Punishment	Rationality
idea of713	capacity and bounded 1382
Purchase and sale	Realisation of money
of securities247	bank is agent of the customer for1156
Purchase	
of neighbour's property124	Receiver
Purchaser	of appointment
termination of contract by697	Recession
termination of contract by097	of contract 509

Reciprocal	Refusal of
promise to do things legal and	claim for licence10
also other things illegal445	Refusal to issue
Recording	letter of intent 1303
of compromise145	Refusa
Records, authentication	to perform promise—Effect
and electronic contracts1393	of350
Recovery	Refused
of Bank loan124	temporary injunction308
of cost of training560	Registered
of damages for default in execution work	when a document records the creation of a right in party
of damages656	and extinction of right to other party. such
of excess payment of gratuity577	document is required to
of Loan – Disposal of assets	be290
not to be in any unreasonable or arbitrary	Regulation
manner908	violation of pension287
of loan amounts1069	Reimbursed
proceedings against	to pay the money 469
borrower124	Reimbursement
suit for	of person paying money due by another, in payment of
Rectification	which he is interested 529
variation, and Novation of	Reject tender
Contract	absence of valid reason to 1312
Redeem	Rejection
defaulting pawnor's right to 139	of claim248
Re-excavation	of tender
f tank under irrigation scheme561	Relation
Refund	between partionb—may dominate the will of
claim for568	other164
of amount of purchase price	between principal and persons duly appoin- ted by agent to act in business
of payment581 of Stamp Duty524	of agency 1156
of tax	Relationship
Refund amount	between technical standards, contracting technologies
a plot was surrendered and deduction was made from737	and contract law
Refund 720	fiduciary
of earnest money730	Release
Refunded to payer	of a co-surety does not result in discharge of other co-
tax paid under mistake of law can583	sureties962

Release (Contd.)	Repudiation
of one co-surety does not	of insurance policy842
discharge others962	Repugnancy
of the due or the other co- sureties963	between Central and State amendment40
Remedies	Re-settlement
against guarantors— Suspension of909	deed of surrende
Remitter	Resignation by Secretary
consent of payee is unneces-	of withdrawal71
sary for carrying out of any	Resolution
such direction by1143	of disputes323
Renew the registration	Respondent entitled
all that is agreed is that the company would foot the bill of expenses for the renewal	to lift additional quantity of gun at contracted price 'Lot' means quantity of Salai/ Cheed gum in
Renewal	particular godown 1317
conditions for294	Responsibility
of mediclaim insurance143	f finder of goods 564
renew the registration all that is agreed is that the	Restitution
company would foot the	right of 525
bill of expenses125	Restoration
Rent	of goods lent gratuitously 1022
default in payment of517	Restrained
payment of728	Encashment by purchaser not800
Renunciation by agent	
compensation for revocation by principal, or1179	Restriction of contractual terms
Renunciation	of period of limitation by
notice of revocation1179	agreement324
Repai	Retirement
tender for periodical r	from partnership
Repayment	Retracting bid orally as well as by
in instalment730	telegram73
of debt	Return
of debtor469	of goods bailed, on expiration
of loan account469	of time or accomplishment of purpose1022
of loan amount in part451	of pledged ornament on basis
of necessary expenses1021	of Will1108
Representation of principa	Return to goods
by sub-agent properly	bank could not avoid the liability
appointed1155	Returned
Repudiation	bailee's responsibility when
of contract445	goods are not duly 1022

Revocatio	Return
of continuing guarantee931	of goods bailed, on expiration
Revocation of	of time or accomplishment of purpose 1022
agency1180	of pledged ornament on basis
Revocation	of Will1108
any time before acceptance1314	Rights and liabilities
how made76	of the parties should be
may be express or	governed by the terms of
implied1179	the agreement909
of bid145	Rights of
of continuing guarantee by	pawnor 1093
surety's death931	Rights
of contract	of consumers
of loan846	of indemnity-holder when
of offer1314	sued
of proposals and acceptances72	of pawnee
where authority has been	of person dealing with agent personally liable1204
partly exercised 1178	of surety on payment or
Revoking of	performance
tender1329	of parties to a contract made
Reward offered	by agent not disclosed 1203
right of finder of goods : May	Rise
sue for specific1023	of electronic commerce 1414
Right	Road
of Bank to have lien upon	contract for construction of 545
pledged goods1070	Return
of finder of goods : May sue	of goods bailed, on expiration
for specific reward	of time or accomplishment
offered	of purpose
of highest bidder in respect of tenders1315	of pledged ornament on basis of Will1108
of lien1071	
of restitution	Rule of appropriation
of subrogation983	of payments towards decretal amount
of surety976	of payments towards decretal
of surety—Effect of936	amount459
of the surety against the	Rules
principal-debtor is	of contract formation
impaired by any action or	_
inaction1002	S
of third party—Enforceability	
of third person claiming	Sale
of third person claiming goods bailed1023	a person shall be deemed to be in a position149
to encash certificate528	agreement for purchase of
to payment of damages1413	suit property397

Scope of (Contd.)	
section 24	291
section 25	293
section 27	299
section 28	315
section 29	335
section 31	339
section 33	341
section 35	342
section 37	344
section 39	349
section 40	358
section 41	359
section 43	364
section 45	365
section 47	369
section 49	370
section 50	370
section 51	
section 53	374
section 54	375
section 55	377
section 56	
section 59	447
section 60	465
section 62	475
section 63	501
section 64	513
section 65	515
section 70	538
section 72	
section 73	592
section 74	670
section 125	
section 126	758
section 127	864
section 128	
section 134	945
section 138	962
section 143	1006
section 148	1008
section 151	1018
section 152	1020
section 170	
	section 24

Scope of (Contd.)	Services
section 1711028	informational and
section 1721076	technological
section 1731010	Service contract
section 1761112	right of an employer to terminated the service of a
section 1821141	permanent employee
section 1831150	Settlement
section 1861153	of rates agreement 345
section 2121190	Severability
section 2301199	doctrine of 446
Sealed bidding	Share
purpose of1316	joint venture—Determination
Second appeal	of360
persen in a dominating	Shops
position, essentially	auction of toddy1245
aquestion of fact163	bidding for 1249
Section 74	Signature
without proof of any loss to the auctioning authority	of Shrinkwrap 1351
the forfeiture of one fourth	what is a? 1420
deposit—Not supported736	Silence
Securities	does1 not constitute
purchase and sale of247	consent91
surety's right to benefit of	Silentio
creditor's992	in agreement93
Security	Simple examination
amount of676	of the underlying
for feiture732	contract
legal steps or steps for	Skill
enforcing	required from agent1189
Security bond	
were executed on a date subsequent to execution of	Slight delay
principal agreement867	in payment
Sell	Special contract
agreement to378	between the consignor and consignee126
Separate	Specific performance
pleading for undue influence and misrepre- sentation	sale of property for1146
necessary to avoid overlap165	of contract of sale405
Separated	Specifically pleaded
effect of mixture, without	surety before the
bailor's consent1021	consideration or object of
effect of mixture, without	an agreement is declared unlawful or void—
bailor's consent, when the goods cannot be1021	Immunity of law285

Specified	Subrogation and Assignment
time for performance of	context of Insurance
promise, where no	Subrogation
application is to be made and no time366	doctrine of 992
Spectrum	Subrogation
auction of 3G1245	right of983
Standard form	Substitution
of contract127	of new contract 492
State	Suit
suit for compensation	against guarantors847
against657	by bailee or bailor against
sale tax expressly agreed to	wrong-doers
be paid at the rate	by bailor or bailee against
prescribed by126	wrong-doer
State amendment	by Bank583
repugnancy between Central40	for compensation against State657
Statement of	for damages
objects and Reasons4	for declaration
Statute	for eviction
contract against a229	for injunction
Statutes of	for recovery of damages
construction24	for recovery of loan
Statutory authority	for specific performance of
indemnity bond is not	contract
obtained by the plaintiffs	of Bank for loan recovery 1130
pursuant to any legal158	of damages509
Statutory	Suit by Bank
contracts of sale may be	for recovery of amount 494
voluntary or6	for recovery of loan 874
Steel product	Suit claim
of contract for supply117	liability to pay583
Stipulated for	Suit decree
compensation for breach of	against the principal-debtor
contract where penalty668	and sureties953
Stipulation	Suit for declaration
breach of695	deed of exchange 282
by way of penalty733	Suit for realisation
in contract733	of debt against pawner by
Subject-matter	pawnee 1126
termination of agency, where	Suit for recover
agent has an interest1164	of money74
Submission	of amount against the
of EMD1317	principal-debtor and surety 1072
	Jai Ct,

Suit for recover (Contd.)	Surety (Contd.)
of debt953	implied promise to indem-
of money284	nify1006
Suit for specific performance	liability of 1002
of contract	not discharged when agreement made with third person to give time to principal-debtor958
Suit premises	prerogative of Creditor to
possession of1161	move against principle debtor first899
Suit property	right of
sale agreement—For purchase of397	Survival of contract91
Supplier	
blacklisting of1254	Suspension of.
Supply	remedies against guarantors 909
of tender forms	Systems
preconditions56	new electronic contracting 1398
government reaped full benefit of the delivery of551	$\underline{\mathbf{T}}$
of goods664	Tainted
of tubes91	consent and absence of consent128
Supply of gas	Tax paid
contract for570	under mistake of law can be
Sureties	refunded to payer583
of continuing guarantee911	Тах
suit decree against the	fee or 578
principal-debtor953	Taxability
Surety also	on destruction of business in
creditor has right of action against961	payment of money 848
Surety and guarantee	Tehbazari dues
discharge of937	of collection 112
Surety and guarantor	Telegram
difference between926	by retracting bid orally as
Surety	well as73
attachment of salary of876	Telephone
before the consideration or	sales of tangible goods 1354
object of an agreement is	Temporary
declared unlawful or void.	of injunction11
It should be specifically pleaded285	Tenancy
contract for additional	agreement to sell Thika 432
securities without the	Tenancy
consent of968	contract of 234
discharge of488	notice of termination of 1157

Tender	Termination
acceptance of1209	of agency, where agent has
acceptance66	an interest in subject- matter1164
award of1248	of agent's authority takes
cancellation of1254	effect as to agent, and as
eligibility condition to	to third person1180
lodge1291	of bailment by bailee's act inconsis- tent with
for allotment of godown1322	conditions
for construction of bridge1323	of contract 665
for construction work1322	of gratuitous bailment by
for execution of five items of	death1022
work including supply, delivery and stacking of	of sub-agent's authority 1189
cubic metre machine	Termination orders
crushed track ballast as per specifications at its	diversion of investment and other breaches in the
depot and loading it into	operation of agencies as
Railway wagon1323	recorded in the 1163
for periodical repair1323	Terms
for supply of drugs1324	discharge of surety by
for transport of creates	variance
issuance of notice for1303	not complied
no agreement much less a	of contract
contract96	Testator
of award60	pleading of a case before
of schedule1329	Things illegal
prescribed condition53	reciprocal promise to do things legal and also other 445
rejection of1310	Third party
revoking of1329	auction of
validity of acceptance of1333	promisee cannot have double
with bank1309	satisfaction of its claim,
Tender notice	that is, from promisor as well359
waiver of essential &	
ancillary conditions of1335	Third person
Tender amount	effect of accepting performance from
conciliation of	principal-debtor
Tenderer's	ratification of unauthorised
right to know rules and requisition1331	act cannot injure 1162
for execution of fine items of	surety not discharged when agreement958
work including supply, delivery and stacking497	Three types
from registered contractors	of Internet jurisdiction 1419
for construction1331	Time
opening condition	extention of
of 1304	CAUCITUOII OI

Time (Contd.)	Transactions
for performance of promise, where no application is to be made and no time is specified366	goods, services and computer information
impliedperformance of	properties—Time is not the essence of the contract 416
contract in a reasonable366	Transfer
the essence of contract406 Time and place	to husband of property by wife166
for performance of promise,	of sensitive information 1398
where time is specified and	to agreement340
no application to be made368	Transportation
of conclusion of the contract1403	of Rice to Zone under agreement
Time essence	Trustees
of contract Sale of immovable	by Contract
property373	Tubes
Time fixed	supply of91
for making the payment1247	Two parties
Touching contracts	contract is a bilateral
of immovable property—Time is usually not of the	transaction between two or more than
essence of the contract366	Туре
Tractors	of contract56
price quotation for supply of7	Types of contracts
Trade	consideration for electro- nic contracts as oppo-
agreement in restraint	sed 1347
of301	
Traditional	TT
legal rule1420	<u>U</u>
Electronic contracts1359	Unambiguous
Training	of language42
recovery of cost of560	Uncertainty
Transaction	agreements void for334
benefit not derived543	Unconditional
effect of ratifying unauthorised act forming	bank guarantee849
part of1162	Unconscionable
character of696	parties whereby one person
not made for legal neces-	was in dominant position
sity584	was not sufficient to prove undue influence and
of sale347	would not make contract 158
Transaction as surety	Undertaking
involvement of second	memorandum
defendant839	of500

Undue in-fluence	Validity (Contd.)
power to set aside contract	of eligibility conditions 1334
induced	of empanelment of contractors
competition litigation1412	of pre-qualification
Unilateral action	norms
claim adjustment against	of rejection of bid 1314
debt568	of sale deed
Unilateral contract	of will and gift-deed129
liability arising out of752	Validity of Rescinding
Unilateral modification	of control 191
of contract not	Value
permissible129	of gift property 178
Unilateral postponement	Value of vehicle
of right to claim performance of contract512	plea that insured is entitled for payment on basis of market value of vehicle 135
Unilateral rescission	Variety
of marriage by a Mohammedan513	fraud is infinite in
Unsound mind of	Vehicle
plaintiff under Epileptic	bank loan on hypothecation
Stage135	of5
Until co-surety joins	of possession 123
guarantee on contract that creditor shall not act on it	value of vehicle—Market value—Plea that insured is entitled for payment on basis of market value
	of135
on electronic contracts1407	Vendor and vendee
	Execution of agreement
	Violation
Vorus and renewal	of pension regulation 287
Vague and general	Void ab initio
plea of undue influence will not be sufficient when the plaintiff comes forward with an action to set aside a contract on that ground	where the transfers were without consideration the question
or for fraud176	agreement in restraint of
Validity	marriage,299
agreement to transfer land without consideration222	agreement in restraint of trade299
agreement to transfer land without consideration293	agreements by way of wager338
of acceptance of tender1333	agreements contingent on
of allotment1333	impossible events,
of contract58	and voidable distinction4

Void (Contd.)	What is
contract for sale of goods—	a signature? 1420
Time is the essence of the	a writing? 1421
contract and uncertainty or vagueness renders the	mind for the purposes of
contract335	contracting 133
declaration of suit being sale-	Whether
deed181	the jurisdiction of a Court is
obligation of person who has	ousted or not?41
received advantage under void agreement, or	a statement is an offer or an
contract that becomes514	invitation to treat depends primarily on the intention
whether a negative covenant	with which it is made? 1335
incorporated in an	Wife
agreement of service is reasonable proper313	filing of suit for declaration 184
Void contracts	transfer to husband of
agreements in restraint of	property by 166
legal proceedings326	Will
Voidability of agreements	return of pledged ornament
without free consent191	on basis of 1108
Voidable contract	Will and gift
consequences of rescission	deed Validity of 129
of513	Withdrawal
mode of communicating or	of policy decision 1336
revoking rescission of528	of resignation by Secretary 71
W	of tenders—Legality
	of1337
_ 	Withholding
Waiver	of payment by Bank859
of ancillary conditions1335	Without proof
of contract	of any loss to the auctioning
of contractual obligation	authority the forfeiture of one fourth deposit—Not
of essential & ancillary conditions of tender	supported by Section 74 736
notice1335	Without title
of Medical Coverage in Auto	bailee not responsible on re-
Policy to be In Writing1364	delivery to bailor 1023
plea of397	Word 'lawfully'
Warranty	implication of the use of 551
compensation for breach of627	Word 'may' or 'shall'
Water charges	is not conclusive 32
refund of585	Word of
	definition
Wful in part agreements void, if	Words and phrases
considerations and objects	used in other statutes Object
unla 291	of42

Work	Written contract
alteration of work depends	between the parties work 1202
upon increase of597	Wrong credit
delay in execution of392	entry of 575
Writing	Wrong-doer
waiver of Medical Coverage in Auto Policy1364	suit by bailor or bailee against1140
what is1421	Wrongful/Illegal termination
	liability to pay damages667