

Chapter - Free Consent
(Part - I)

Section 14 of the Indian Contract Act specifies under what circumstances consent is 'free'. Accordingly consent is said to be free when it is not caused by-

- Coercion as defined in Sec. 15, or
- Undue influence as defined in Sec. 16, or
- Fraud as defined in Sec. 17 or
- Misrepresentation as defined in Sec. 18,
- Mistake subject to the provisions of Sec. 20, 21 and 22.

Consent is said to be so caused when it would not have been given but for the existence of such coercion, undue influence, fraud, misrepresentation and mistake. When the consent to an agreement is caused by coercion, undue influence, fraud or misrepresentation, the agreement is a contract ~~to~~ voidable at the ~~option~~ option of the party whose consent was so caused. (Sec. 19 and 19A).

For example, if the consent of a person to a contract is obtained by fraud or misrepresentation, he may, on discovering the truth, either uphold the contract or reject it. On his confirmation, the contract becomes binding on both the parties. In such a case, the contract is enforceable at the option of the party or the parties whose consent was not free. Sec. 2(i).

Where consent is caused by mistake, the agreement is void. (Sec. 20, 21 and 22) A void agreement is not ~~en~~ enforceable at the option of either party. Sec. 2(g).

For example, An illiterate woman executed a deed of gift in favour of her nephew. She was under the impression that by the deed she was authorising her nephew to mortgage her lands. The evidence showed that the woman never intended to gift the land to anyone or

or executed such a deed of gift,
The lady was illiterate and
the deed was never read or
explained to her. ~~There~~ The deed
was void and inoperative. In
this case, the consent of the
lady was absent and there
is no consent and the agreement
is not enforceable.

→ X →