

B. Com. Sem. III

Subject - Business Law

Topic - Agreement Expressly Declared  
as Void

According to Sec. 2(b) of the Indian Contract Act, "An agreement not enforceable by law is void." It means that void agreements are void from the very beginning and therefore, the question of their enforceability by law does not arise. Void agreement do not create any kind of legal relationship between the parties.

The following agreements are void -

1. Agreement made by incompetent parties, such as minors. [Sec. 11]
2. Agreement made under a mutual mistake of fact between the parties. [Sec. 20]
3. Agreement based on unlawful consideration or object. [Sec. 23]
4. Agreement with partially unlawful consideration or object which cannot be separated from the lawful consideration. [Sec. 24]
5. Agreement made without consideration. [Sec. 25]

As none of the points have already been discussed, therefore, only the following agreements ~~are~~ ~~are~~ ~~are~~ are discussing -

6. Agreements in restraint of marriage. [Sec. 26]
7. Agreements in restraint of trade. [Sec. 27]

8. Agreements in restraint of legal partnership [Sec. 28]
9. Agreements the meaning of which is uncertain, [Sec. 29]
10. Agreements by way of wager, [Sec. 30]
11. Agreements of impossible events, [Sec. 56]
12. The set of reciprocal promises which is illegal, is a void agreement [Sec. 57]
13. In the case of an alternative of the promise that branch of it which is illegal is a void agreement, [Sec. 58]

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