Page 538 - 550 **DOI:** *https://doij.org/10.10000/IJLMH.114089*

INTERNATIONAL JOURNAL OF LAW MANAGEMENT & HUMANITIES

[ISSN 2581-5369]

Volume 6 | Issue 1

2023

An Analysis on Standard Form of Contracts: Different Measures and Current Status in India

KAUSHIKI[1]

ABSTRACT

The law of contract differs from all the other branches of law in the respect, that an obligation under it is a creation of parties themselves and no one else. The technique of an agreement essentially includes the offer at one side and its acceptance by the other side. The rapid commercial growth and the activities of mass production have attributed to the development of standard-form contracts, which are typically known as adhesive contracts. The word adhesive is used only to give the idea that one party merely adheres to the terms and conditions that are imposed by the other. The truth of mass production, which is impossible without the standardisation of technology, also requires the standardisation of mass contracts. The basic idea of the law of contract lies in the freedom of contract and equality of bargaining power which has undoubtedly been hampered by the growth of the standard form of contract. A contract of adhesion means that an individual does not have any option other than accepting the contract terms.

Even if he sat to avail, it is possible that he might miss the opportunity. The individual can hardly bargain with massive organisations, and therefore he has to accept the offer, whatsoever, irrespective of the fact whether the terms of the contract suit him or not. Although the number of individuals who separately deal with monopolistic concerns is very large but another truth is that they are not united, while such big concerns enjoy the benefit of having legal expertise and are in a better position to circumvent the law in their own favour. Therefore, the freedom of contract, which is one of the sacrosanct ideas of individual liberty in actions, is greatly attacked and annihilated by the so-called standardszation of contracts. This paper tries to analyse this issue.

Keywords: *Commercial Growth, Standard form Contract, Bargaining Power, Sanctity of Contract, Economic Equality, Contra Proferentem.*

I. INTRODUCTION

The law of contract is different from the other branches of law in the respect, that an obligation under it is a creation of the parties themselves and the terms so formed are by the desire of the

[1] Author is a Ph.D. Research Scholar at Shobhit University, Meerut, India.

 [ISSN 2581-5369]

parties. The technique of an agreement essentially includes the offer at one side and the acceptance of the same by the other. The expeditious commercial growth and the truth of mass production have accredited the development of the standard form of contract.[2] The literature on standard form contracts in construction has dramatically been raised, in recent decades because of their increased popularity and the ease of using them, especially by the employers and contractors. Moreover, they ensure availability of a great platform to initiate a contract and are so framed, so that any required changes can be made easily. For instance, changing the form of specific conditions without changing the basic terms and conditions.[3] The word adhesive is used only to give an idea that one party merely adheres to the terms and conditions that are imposed by the others. The reality of mass production which is unfeasible without the standardization of technology required the standardization of mass contracts as well. The fundamental idea behind the law of contract, viz., the freedom of contract and equality of bargaining power, has thus been hampered by the escalation or expansion of the standard form of contract.[4] Moreover the problem of social welfare state becomes even more challenging and tough when it sought to give some redress to the unprivileged sector of the society. The basic concept of 'Sanctity of contract' and freedom of contract has widely and greatly been attacked by the so-called social welfare legislations.[3] The development of standard form of contract or the contract of adhesion, is a serious attack upon the idea of an agreement freely negotiated between the parties.[4] Therefore, the standard form of contracts is becoming a significant as well as a rapidly growing problem of the modern time with respect to law of contracts.

In the present times, the standard form of contracts accounts for more than ninety per cent of all the contracts that are created. Almost all the transactions entered by the parties generally assert to have a balance in the bargaining power. However, the dominating monopolistic powers have undermined and altered the basic idea of balancing power. Contract of adhesion means that an individual does not have any other way out, but to accept the terms of the contract or contracts.

In a case [5] according to Hughes C.J.:

"While it is extremely necessary to safeguard (the liability of contract) from arbitrary and

2 Ramaseshan, V. "Adhesion Contracts and the Indian Law of Contract." *Journal of the Indian Law Institute*, vol. 17, no. 2, 1975, pp. 237–256. *JSTOR*.

[3] Haidar, A.D. (2021). Standard Forms of Contract. In: Handbook of Contract Management in Construction. Springer, Cham. Available at: https://doi.org/10.1007/978-3-030-72265-4_4

4 Nicolas S. Wilson, "Freedom of Contract and Adhesion Contracts", *The International and Comparative Law Quarterly* Vol. 14, No. 1, pp. 172-193, (Jan., 1965) [3] As Money Lender's Act year, Rent Control Act 1949, etc. LaSalcilles, De La Declaration de la valonte (1901).

5 Morehood vs. New York ex. Rel. Tipaldo (1936) 298 U.S. 687. 627

capricious intervention, it is also important to avoid its abuse, since if not done, then, it could be used to over-ride all the interests of the public and thus in the end destroy the very liberty and freedom which is resigned to safeguard."

As it is known that a contract is the result of the free bargaining of parties, brought together by the play of the market and who meet each other on the footing of social as well as approximate economic equality, there is no danger that the freedom of contract will be a threat to the social order of the society, as a whole.[6] Influenced by this optimistic creed, the courts of justice are extremely hesitant to declare contracts void as against the public policy. Because, if there is one thing which is required, more than another public policy, is that men of full age and competent understanding shall have the utmost liberty of creating contracts, and that the contracts that they enter freely, shall voluntarily be held sacred and along with this, shall be enforced by the courts.[7] A novel form of contract made, due to the development of large-scale enterprise along with its mass production and mass distribution, inevitable ***standardized mass contract.***[8]

II. ADHESION CONTRACTS AND EXEMPTION CLAUSES

1) Contracts of Adhesion and its meaning:

One of the main developments within the sphere of contract during the last hundred years has been the looks of the quality sort of contract[9] or contract of adhesion.[10] Before embarking on the substance of the matter it'll be helpful to sharpen the difficulty by definition. The genus 'Standard form of contacts' could also be said to possess three species. First, the compulsory contract, which arises when it has option, but to enter into the contract with the offeror, partly because the services offered are so essential on be within the nature of a public utility, and partly because there's no rival concern with which the offeree can do business albeit he wishes.

Secondly, these are those contracts which fall within the realm of what Jusserand has termed 'contractual dirigisme': a situation during which certain terms of specified contracts are prescribed along with the others that are prescribed by legislation. Although, examples are to be found in legal system, if only be used of restricting concepts such as 'public policy' in the communal law or order public in French Law, Contractual dirigisme really refers to the extent that prescription and prescription have supplanted private negotiation.

Finally, there are those standardized contracts not falling within either of the chief two species,

6 Kessler, "Contracts of Adhesion- some thoughts about Freedom of contract", *Col. L. Rev. (1943) 630*
7 Sir G. Jessel, M.R. in Printing and Numerical Registering Co. V. Sampson, (1875), L.R. 19 Eq. 462.
8 Llewellyn, "what price Contract- An essay in perspective" *40 Yale, L.J. 704. 1931*
9 Sales (1953), 16 Mod. L.R. 318; Coot, exception clause (1964)
10 Supra note 4

which are generally termed 'adhesion contracts.'[11]

This type of contract is found usually in the fields of transport, insurance and theater tickets etc. Package receipts, the slips of store departments and the slips of the purchase of the gas station credit card, are also standard form contracts usually such terms are established in a printed form, which is either the contractual document or one to which reference is prepared at the time of contracting.

Such terms are intended to regulate or govern a whole class of contracts, only the individual details being completed in each case. The practice has clear rewards. It saves time; and, by forming a standard design of dealing, it permits the parties to know, in general terms, what sort of risks or probabilities will they have to bear, and to cover by insurance.

2. Formal Requirements:

A party who demands to rely on an exemption clause, must first show that it has rotated into a part of the contract. He can do this in one of three methods.

a) Signature:

Where a document comprising contractual terms is signed, then, in the nonappearance of fraud, Orme-representation, the party signing it is prima facie bound,[12] and it is entirely immaterial whether he has read the document or not.

b) Reasonable Notice:

If the document is not signed, being simply delivered to him, then the question arises whether the terms of the contract were sufficiently brought to his notice. Alternatively, they may be printed in a text which is simply passed or sent by one party to the other; or in to which reference is made in addition, which is handed over: for example Mellish, L.J. pointed out[13] that if the plaintiff 'knew there was writing on the ticket, but he did not know or rely on that the writing enclosed conditions, yet he would be sure, for there was reasonable notice that the writing contained conditions.

III. EXEMPTION CLAUSES

Although the twentieth century has witnessed many more important developments in the arena of Adhesion contracts, yet never left them unchecked and uncontrolled. It was thought, that, if these contracts were allowed to permeate freely and with any consequential restraint upon them,

11 Supra note 81
12 L. Estrange vs. F. Graucob, Ltd. (1934) 2 K.B. 394.
13 Parker vs. South Eastern Railway Co. (1977) 2 C.P.D. 416

 [ISSN 2581-5369]

which may create chaos and inroads, in the merchandized system of the country resulting into imbalance here and there. A need, thus, was felt for levelling powerful restraint in legislative, judicial and administrative. And almost, all the countries in the present age have opted to do so by keeping their eyes on the issue.

IV. JUDICIAL MEASURES

In the absence of a general statutory regulation of the problem, judicial control of adhesion contracts has often been resorted to. A study of this kind of control reveals both the magnitude of the problem and the inadequacy of the techniques so far developed to meet it. By such stretching, rules like interpretation of contractual clauses contra proferentum, and the one that the defendant must have done what he contracted to do with is later development in the doctrine of fundamental breach[14] have been formulated. But their rules, 'semi-covert technique' as Llewellyn calls them, have not been adequate. Three objections are listed by Llewellyn to such techniques:

a) Since they all rest on the admission that the clause in question is permissible in purpose and content, they invite the draftsman to renew the attack.

b) Since they do not face the issue, they fail to accumulate either experience or authority in the needed directions that of marking out for any given type of transaction what the least decencies are which a court will assert upon as essential.

c) Since they purport to construe and do not really construe, nor are they intended to, but are intended to, but are instead tools of intentional and creative misconstruction, they seriously embarrass later efforts at true construction. The net effect is unnecessary confusion and unpredictability together with inadequate remedy and evil persisting that calls for remedy. Convert tools are never reliable tools.

This criticism of Llewellyn is illustrated in the risk and fall of doctrine of fundamental breach in English Law.[15] Further, how the attachment to the conventional rules dies hard with courts in borne out in the recent case,[16] regarding which the learned commentator in the Modern Law Review[17] doubts if this case may nostalgically as just another case that really became the fate

14 See vs. Ramaseshan, Fundamental oblgation and the Indian Law of contract, 10 J.I.L.T. 331 (1968)
15 Llewellyn, Review of Prausnitz's book in 52 Hav. L.R. 700
16 Thornton vs. Shoe lane parking Co. (1971) 2 Q.B. 163 (C.A.)
17 (1893) A.C., pp 351

 [ISSN 2581-5369]

of the exemption clause.

Lord Green, M.R. said:[18]

'What I may call the hard core of the contract, the real thing to which the contract is directed, is the obligation of the dependents to launder. That is the primary obligation. It is the contractual obligation which must be performed according to its terms, and no question of taking care enters into it…that is the essence of the contract.'

Lord Green, M.R. laid the pith and substance rule a varied manifestation rule as follows:[19]

'Each and every contract comprises a 'core' or fundamental obligation that must be performed. If one party fails to perform this fundamental obligation, he will be guilty of a breach of the contract whether any exempting clause has been interested which purported to protect him.'

In Atlantic Maritime Co. Inc. vs. Gibbon,[20] by a charter party it was agreed between the agents of the assured and charterers that the vessel should proceed to Taku Bar in North China to load a cargo of salt and thence to a post in Japan to deliver the cargo. In an action against insurer for an indemnity under the Lloyd's marine policy it was contended on his behalf that the proximate cause of the loss of the freight was the loss of the freight was the loss of the adventure within the frustration clause in the policy and, secondly, the loss of freight was due to delay, which excluded the insurer's liability under the policy. It was contended on behalf of the assured, the owners of a Panamanian vessel that their claim was not based on the loss or frustration of or delay in the voyage or adventure, but on the perils insured.

V. CURRENT STATUS IN INDIA

The law of contract as it has been developed in England and was given legal form in India in the contract Act, 1872, it is a well-known fact that the contract law is, the product of a social philosophy whose basic tenant was freedom of the individual. No doubt, in the last hundred years or so, that freedom has seen an alteration and has been cribbed and confined to render that freedom a reality to all, specifically to those who have lesser power of bargaining as compared to those of others. The Minimum wages Act, the Money Lenders Act, the Fair Rent Act, whether in India or in the United Kingdom, are but a few of the leading illustrations of the fore going statement.

Although, the problem that the adhesion contracts raise is like others that arose in the past, in the history of the law of contract in that, it is called for a balancing of rights and interests. The

18 Alderslade vs. Hendon Laundry Ltd. (1945) K.B. 189
19 Alderslade vs. Hendon Laundary Ltd. (1945, p 193) K.B. 189
20 (1953) 2 All E.R. at p 1086

balance is usually between a superior and inferior party with respect to the strength of balancing power that they have, yet it is novel and unprecedented, since it undermines the presuppositions of that law. It is also novel in another sense, namely, in the solutions that may be taken as a solution, in the different statutory systems of the world.

All the same, neither the existence of the problem nor its solution seems to have been completely thought of or given adequate attention to, in India. The problem being scarcely met with a concrete solution, could be one of its chief reasons. It and when thus confronted in such suits, the courts adopt some ad-hoc solution in response to their innate urge to do justice between the parties, rather than with reference to any specific statutory provision or known principle of law. Such ad-hoc conclusions necessarily lead to uncertainty and ambiguity, etc.

There can be no doubt, therefore, that obnoxious clauses in adhesion contracts cannot be invalidated on ground of opposition to an undefined head of public set out in section 23 of the Contract Act, under the present state of the authorities.

Under section 28 of the contract act, if any party is restricted by a contractual clause obsoletely from enforcing his contractual rights in ordinary tribunals or disabled from seeking his remedy beyond a certain time, he can ignore the clause and seek his remedy under the contract.[21]

Section 74 deals with contractual clauses that specify the number of damages which are payable by the party who commits a breach of contract may provide as the basis for dominant and objectionable clauses in standard form contracts which relate to the quantum of damages.

A survey of case law in India revels, in the first instance the adoption of a dual standard by our courts for testing the validity of vital clauses in these types of contracts, which exonerate a party from his obligations under them. This dual standard is not only unjustified but leads to ambiguity and doubt which may well be avoided if a uniform rule were laid down and followed in these cases.

The High Court in revision had to consider whether the above condition was valid. Anantanarayanan, J., (as he then was) held the condition to be opposed to public policy and to the fundamental principles of the law of contract—The court will not enforce such a term which is not in the interests of the public and which is not in accordance with public policy.' Similar by in a famous case[22] the court had to deal with a clause in a launderer's receipt which stated:

All items for cleaning and dyeing are accepted on defined conditions that no liability shall be incurred on the company in respect of any damage which may occur and for delay or in the

21 Section 28 Indian Contact Act, 1872
22 Siddalingappa vs. Natraj (1970) A.I.R.Mys. 154.

 [ISSN 2581-5369]

event of loss for which may occur and for delay or in the event of loss for which the company may accept the liability, however it cannot be exceed in any case, over eight times the cleaning charges.

The launderer was sued by the respondent for damages in respect of two silk sarees given for dry cleaning. He invoked the above clause in defense. The court, per Narayan Pai, J., observed:

'Anything is not subject to any contract to the contrary between the parties. Under that section in all cases of bailments, the Bailee is bound to take as much care of the goods bailed to him as a man of ordinary prudence which is similar circumstances take of his own goods of the same bulk, quality and value as the goods bailed. Sarjoo Prasad, C.J., in Rukmanand vs. Airways (India) Ltd.,[23] described as the 'beaten track of precedent' on the point despite the very persuasive reasons given by Sankaram Neir, J., in his dissenting judgment in Sheik Mohammad's case[24] that section 151 may be contracted out.[25]

These two sects of cases show that in the first the courts have adopted the standard of enforceability of a contractual clause so long as it found a place in the contractual document relied on by both the parties while in the latter, they adopted the standard of 'fundamental principles of contract.'

In one set of cases[26] of which perhaps the leading example is a full Bench Decision of the Punjab High Court in Pearl Insurance Co. vs. Atma Ram[27], a clause in the contract limiting the time within which the aggravated party was to bring his action was held to be valid. In the full Bench decision cited above the question was whether a clause in an insurance policy stating that in no case whatever the insurer would be liable for any loss or damage after expiry of twelve months from the occurring of the loss or damage unless the claim was the subject of pending action or arbitration, was or was not valid by virtue of section 28 of the Indian Contract Act. It was a contract of insurance of goods against all risks including riots and looting. The reasons for the decision are as follows: -

1. The primary duty of the court of law is to enforce a promise which the parties have made and to uphold the sanctity of contract into which the parties have made and to uphold

23 A.I.R. 1960 Assam 71.
24 Sheikh Mohammad Ravwther vs. British India Steam Navigation Co., I.L.R. (1909) 32 Mad. 95.
25 Thirteenth report, para 125.
26 Haji Shakoor vs. Hinde and Co., A.I.R. 1932; Dowood
Tar Mohamad vs. Queenland Insurance Co., A.I.R. 1949 p 390;
Ruby General Insurance Co. vs. Bharat Bank, A.I.R. 1950 (East Punj.) 352;
Nathu Mal vs. Ram Sarup and Co. I.L-R. (1931) 2 Lah. 692; Maharaj Singh
vs. Vulcan Insurance Co., A.I.R. 1972 Delhi 182.
27 (1960) A.I.R. Punj. 236 (F.B.)

 [ISSN 2581-5369]

the sanctity of contracts into which the parties have an unfettered right to enter provided they are not opposed to public policy or are not hit by any provision of the law of the land.

2. The object and exigencies of insurance are such that promptitude is asserting or enforcing a claim and in its settlement was the essence. The Insurance Companies would thus be justified in putting a time limit within which the claim must be enforced; otherwise, all rights under the policy would come to an end.
3. A clause of this nature does not provide for a different period of limitation the one prescribed by the Indian Limitation Act. Notwithstanding the existence of the clause, it is open to the insured to maintain an action within three years as prescribed by the Limitation Act subject to the company waiving the clause although under the Limitation Act the suit must be dismissed if instituted after the expiry of the prescribed period and the waiver is wholly ineffective.
4. A contract may contain within itself the elements of its own discharge express or implied for its determination in certain circumstances.
5. As the clause does not limit the time within which the insured could enforce his rights and only limits the time during which the contract will remain alive, it is not contradicted by the provisions laid under section 28 of the Contract Act.

The point that is mentioned in the last, makes or in other words, provides with a distinction, already adverted to between extinguishment of a right and that of a remedy alone. Such a distinction however valid in other contexts does not seem to be so here. The artificiality (of the distinction) is evident from the learned judge's observation that waiver of the clause by the insurance company will entitle the assured to file the suit even after the period stipulated in the clause but not so if the waiver is of the limitation Act. Who on earth, will waive a contractual clause which is to his benefit in the disputed with the other party?

A further observation that can be made upon a study of the case law on the subject is that a power reserved in these contracts by one party to terminate them unilaterally has been differently interpreted in cases where the facts may not perhaps lend themselves to such differentiation. Any contractual power to rescind can only be exercised on valid and sufficient grounds. The clause was repugnant to the contract and so the contract stood without the clause struck down by the court as void. This decision has been followed in the International Oil Co.

 [ISSN 2581-5369]

vs. Indian Oil Co.[28]

VI. CONCLUSIONS AND SUGGESTIONS

To draw a conclusion is not in itself an easy job, however after pleading a lengthy and wide discussion, one should certainly not feel irksome. The foregoing research shows or depicts that a clear panorama of issues has aroused.

The deeply rooted principle, 'The Freedom of Contract' has become the slave of its own by allowing the rich to exploit the weak. With the development of a free enterprise system based on an unequal division of labor, the capitalistic society needed s highly elastic institution to safeguard their interest, and this was well served by the so called 'sanctity of contract', let the individual be left free in his actions, has ended abruptly in a free democratic institution, which uphold the ideals of socialistic society with the decline of the free enterprise system due to the innate trend of competitive capitalism towards monopoly, the meaning of contract has changed radically. The social ideals like economic balance, social uplift, expansion of opportunities for productive employment, keeping of checks upon the prices of commodities, have largely affected the working of the law of contract.

For this reason, we may say that public law now vitally affects and modifies the law of contract. The state directed economy and the socialization of industries makes contract largely the legal expression of government's economic and social policies. Mass production and monopolistic concerns have scientifically standardization the regulations and terms of the contract. It is now clear that contracts are becoming largely institutionalized. Quick contracts are then necessarily simple, and the issuers of standard forms are required in every situation to make the contents of their forms reasonably understood by recipient else the forms will not be considered contracts. The second conditions can be adequately considered by recognizing that contracts of adhesion gain no legitimacy from the supposed consent of the party for whom they are adhesive, since manifestations which are known to be the product of adhesion do not express the consent. The standardized economy, which is the basis of capitalism exploited the human labor, it ousted the human labor and concentrated the wealth and the power in the hands of few.

A number of legislations are made to control this social evil, a fair opportunity has been given to those who rely upon the unequal economic balances. The trend of socialistic legislations has largely controlled the scope of standard terms. Courts of every legal system have strived to find an adequate remedy of this problem. The courts are astute to infer an intention of the contracting

28 A.I.R. 1969 Mad. 423.

 [ISSN 2581-5369]

parties from the terms of the given contract, by applying the various rules of construction, such as reasonable notice, signature and the course of dealing.

The *contra proferentem* rule has been applied by the courts, where an exclusion clause is capable of two constructions, the court in these circumstances have preferred the limited construction. Thus, the armory of judicial decisions has mitigated the ruinous nature of standard terms. Thus, the individual who is subject of the obligation imposed by a standard form, gains the assurance that the rules to which he is the subject have received his consent either directly or through their confirming to higher public law.

During recent years the Legislature of this country has taken steps, but somewhat belated to check the growth of unreasonable conditions. What still lacks at the bedrock of such legislation is the adequacy of the rights of the parties that sufficient provisions should be made thereto, in order to safeguard the means which, lead to the expedient and smooth recourse of the knowledge or existence of such rights.

It does not imply that bargain itself leads to a notion of bad or harsh contract in the eye of law, whereas an unfair bargaining power, or the difference in the expectation levels of the contracting parties definitely jeopardizes the economic power not only of the individual who is contracting, but also repercussions would be likely to be impugned on the economy of such a market.

A possible defect in the scheme of standardization may tend to lead to increased litigation because it purely depends upon the skill of draftsman. In the last we can say that the scheme off standardization may be defective for want of knowledge and lack of novelty, because every time the same terms are issued to the different consumers, having their different temperatures.

The problem raised by standard form contract can be met by calling for a re-examination of the basic tenants of law of contract. Until the desired salutary innovations by means of legislation or otherwise are provided, the existing legal system of the land has to be relied upon for pragmatic solution of the abovementioned problems. This will, however, necessitate to uniform interpretation of the law of contract in the judicial decisions of the various courts in the land.

*****

 [ISSN 2581-5369]

VII. REFERENCES

1. Ramaseshan, V. "Adhesion Contracts and the Indian Law of Contract." *Journal of the Indian Law Institute*, vol. 17, no. 2, 1975, pp. 237–256. *JSTOR*.
2. Haidar, A.D. (2021). Standard Forms of Contract. In: Handbook of Contract Management in Construction. Springer, Cham. Available at: https://doi.org/10.1007/978-3-030-72265-4_4
3. Nicolas S. Wilson, "Freedom of Contract and Adhesion Contracts", *The International and Comparative Law Quarterly* Vol. 14, No. 1, pp. 172-193, (Jan., 1965) [3] As Money Lender's Act year, Rent Control Act 1949, etc. LaSalcilles, De La Declaration de la valonte (1901).
4. Morehood vs. New York ex. Rel. Tipaldo (1936) 298 U.S. 687. 627
5. Kessler, "Contracts of Adhesion- some thoughts about Freedom of contract", *Col. L. Rev. (1943) 630*
6. Sir G. Jessel, M.R. in Printing and Numerical Registering Co. V. Sampson, (1875), L.R. 19 Eq. 462.
7. Llewellyn, "what price Contract- An essay in perspective" *40 Yale, L.J. 704. 1931*
8. Sales (1953), 16 Mod. L.R. 318; Coot, exception clause (1964)
9. L. Estrange vs. F. Graucob, Ltd. (1934) 2 K.B. 394.
10. Parker vs. South Eastern Railway Co. (1977) 2 C.P.D. 416
11. See vs. Ramaseshan, Fundamental oblgation and the Indian Law of contract, 10 J.I.L.T. 331 (1968)
12. Llewellyn, Review of Prausnitz's book in 52 Hav. L.R. 700
13. Thornton vs. Shoe lane parking Co. (1971) 2 Q.B. 163 (C.A.)
14. (1893) A.C., pp 351
15. Alderslade vs. Hendon Laundry Ltd. (1945) K.B. 189
16. (1953) 2 All E.R. at p 1086
17. Siddalingappa vs. Natraj (1970) A.I.R.Mys. 154.
18. A.I.R. 1960 Assam 71.
19. Sheikh Mohammad Ravwther vs. British India Steam Navigation Co., I.L.R. (1909) 32 Mad. 95.

 [ISSN 2581-5369]

20. Thirteenth report, para 125.

21. Haji Shakoor vs. Hinde and Co., A.I.R. 1932; Dowood

22. Tar Mohamad vs. Queenland Insurance Co., A.I.R. 1949 p 390;

23. Ruby General Insurance Co. vs. Bharat Bank, A.I.R. 1950 (East Punj.

24. 352; Nathu Mal vs. Ram Sarup and Co. I.L-R. (1931) 2 Lah. 692

25. Maharaj Singh vs. Vulcan Insurance Co., A.I.R. 1972 Delhi 182.

26. (1960) A.I.R. Punj. 236 (F.B.)

27. A.I.R. 1969 Mad. 423.

*****

 [ISSN 2581-5369]