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Contracts in Sholay: A Law Student's Review of the Contracts in the Movie

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ABSTRACT

Sholay is a movie that needs no introduction. Apart from its contribution to the meme community, it has also been one of the greatest movies of Bollywood. It explored the themes of family, romance, action and comedy. However, as a law student it is the contracts or the agreements in the film that can make law students curious and think hard about contract law principles. This paper looks at the contracts between Thakur and Jai and Veeru and Soorma Bhopali and Jai and Veeru to answer the question of whether these agreements are contracts? This paper analyses these two agreements with the help of Indian Contract Act, 1972 and its principles of Undue Influence, Rescission and Unlawful object and consideration.

Keywords- *Undue Influence, Object, Consideration, Rescission.*

I. THE INTRODUCTION TO THE MOVIE

Directed by Ramesh Sippy, this movie features in its cast Amitabh Bachchan (Jai), Dharmendra (Veeru), Hema Malini (Basanti), Jaya Bachchan (Radha), Amjad Khan (Gabbar Singh) and Sanjeev Kumar (Thakur Baldev Singh) among others.

The movie is based in a fictional city of Ramgarh, where retired police chief Thakur Baldev Singh plots to bring down the notorious bandit Gabbar Singh and enlists the help of two lesser criminals, Jai and Veeru. When Gabbar attacks the village, however, Jai and Veeru wonder why Thakur does nothing to help them. They soon learn that he has no arms, and that Gabbar was the one who cut them off. Enraged by this, they redouble their efforts to help.

Living in Ramgarh, the jovial Veeru and cynical Jai find themselves growing fond of the villagers. Veeru is attracted to Basanti, a feisty, talkative young woman who makes her living by driving a horse-cart. Jai is drawn to Radha, Thakur's reclusive, widowed daughter-in-law, who subtly returns his affections.

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Skirmishes between Gabbar's gang and Jai-Veeru finally result in the capture of Veeru and Basanti by the dacoits. Jai attacks the gang, and the three are able to flee Gabbar's hideout with dacoits in pursuit. Fighting from behind a rock, Jai and Veeru nearly run out of ammunition. Veeru, unaware that Jai was wounded in the gunfight, is forced to leave for more ammunition and also to drop Basanti at a safe place. Meanwhile, Jai, who is continuing the gunfight singlehandedly, decides to sacrifice himself by using his last bullet to ignite dynamite sticks on a bridge from close range.

Veeru returns, and Jai dies in his arms. Enraged, Veeru attacks Gabbar's den and catches the dacoit. Veeru nearly beats Gabbar to death when Thakur appears and reminds Veeru of the promise to hand over Gabbar alive. Thakur uses his spike-soled shoes to severely injure Gabbar and destroy his hands. The police then arrive and arrest Gabbar. After Jai's funeral, Veeru leaves Ramgarh and finds Basanti waiting for him on the train. Radha is left alone again.

II. AGREEMENTS IN THE FILM AND ANALYSIS

(A) Agreement between Soorma Bhopali and Jai and Veeru

There was a reward of Rs 2000 for information on the whereabouts of Jai and Veeru and there was a man named Soorma Bhopali who is a firewood seller. Jai and Veeru entered Soorma Bhopali's warehouse without his permission and Soorma Bhopali was nervous seeing them, scared of being seen with them. Then Soorma Bhopali and Jai and Veeru enter into a contract in the movie where Jai and Veeru give Soorma Bhopali the chance to get them caught and in return, out of the Rs 2000 reward that Soorma Bhopali gets, he must give Rs 1000 to Jai and Veeru when they come back. However, when Jai and Veeru come out of jail after escaping and ask Soorma Bhopali for money, Soorma Bhopali gives them the money, but then they get caught by police again as soon as they try to exit Soorma Bhopali's compound.

First, it needs to be ascertained whether the consent/acceptance by Soorma Bhopali was under duress or not. If such is the case, then Section 14 and 16 of the Indian Contract Act, 1872 come into play. Section 14 gives the definition of free consent as a situation when two or more persons agree upon the same thing and in the same sense. Section 16 defines Undue Influence as a vitiating factor. Section 16 reads as follows:

16. "**Undue influence**" defined. — (1) A contract is said to be induced by "undue influence" where the relations subsisting between the parties are such that one of the parties is in a position to dominate the will of the other and uses that position to obtain an unfair advantage over the other.

(2) In particular and without prejudice to the generality of the foregoing principle, a person is deemed to be in a position to dominate the will of another—

(a) where he holds a real or apparent authority over the other, or where he stands in a fiduciary relation to the other; or

(b) where he makes a contract with a person whose mental capacity is temporarily or permanently affected by reason of age, illness, or mental or bodily distress.

(3) Where a person who is in a position to dominate the will of another, enters into a contract with him, and the transaction appears, on the face of it or on the evidence adduced, to be unconscionable, the burden of proving that such contract was not induced by undue influence shall lie upon the person in a position to dominate the will of the other.

The only way to ascertain if the contract was one with undue influence or not is to look at the situation closely. Two wanted criminals are in your shed and you take them to one side and you want to get rid of them as soon as possible to ensure that you don't get caught with them but they are dangerous criminals and they have presented you with a contract which you must consent to. Hence, it is reasonable to assume that the acceptance by Soorma Bhopali wasn't completely free which and this makes the agreement voidable at the option of the party whose consent was taken forcefully according to Section 16(3) of the Indian Contract Act. In such a situation where the acceptance seems to be given under undue influence. Section 19-A (Rescission) of the Indian Contract Act also comes into play. This section reiterates the fact that the contract is voidable at the option of the consenting party and also gives certain powers to the court to set aside certain contracts whose acceptance is obtained under undue influence. Or this should be the case if the object of the contract is legal.

Section 23 of the Indian Contract Act, 1872 lays down the following:

23. What considerations and objects are lawful, and what not. — The consideration or object of an agreement is lawful, unless—

it is forbidden by law; or

is of such a nature that if permitted, it would defeat the provisions of any law; or

is fraudulent; or

involves or implies injury to the person or property of another; or

the Court regards it as immoral, or opposed to public policy.

What is the object of contract between Soorma Bhopali and Jai and Veeru? It is to earn Rs 1000 from getting themselves caught and then escaping from jail to cash in the money. This object is in contravention to Section 23 of the Indian Contract Act, 1872 as it basically defeats the purpose of law or in this case the notification which aims to get Jai and Veeru caught. It is also opposed to public policy as it basically is intended to benefit criminals. In the case of **Ouseph Poulo v. Catholic Union Bank Ltd.**², two parties entered into an agreement to discontinue the criminal proceedings on a certain consideration, it was held that these kinds of transactions are opposed to public policy as they cause Interference in the course of justice. This contract also deals with interfering with the justice system. A part of this contract also deals with breaking out of the jail which is an act forbidden by law. And a contract with an illegal object is Void ab initio as postulated in Section 24 of the Indian Contract Act, 1872. Section 24 reads as follows:

24. Agreements void, if considerations and objects unlawful in part. —If any part of a single consideration for one or more objects, or any one or any part of any one of several considerations for a single object, is unlawful, the agreement is void.

Another notable moment in this contract is that Soorma Bhopali actually accepts the offer by the police to get Jai and Veeru caught, which is a general offer. The idea of General Offer was given to the world by the case of **Carlill v. Carbolic Smoke Ball Co.**³ where it was held that **it isnt essential that an offer be made to someone specific, it can be floated to a general public as well. Then it was upheld in India in the case of Harbhajan Lal v. Harcharan Lal**⁴ where it was again held that **when an offer is made to a world at large, whosoever performs the task as mentioned first, he/she is the one who accepts the offer.**

Section 8 of the Indian Contract Act, 1872 talks about acceptance where it states that Performance of the conditions of a proposal, or the acceptance of any consideration for a reciprocal promise which may be offered with a proposal, is an acceptance of the proposal. This also legitimises the idea of acceptance of general contract by performance of its conditions.

(B) Agreement between Thakur and Jai and Veeru

Contract between Thakur and Jai and Veeru happened after Jai and Veeru were finally released from jail post their sentence that they were serving and they met Thakur just outside the jail.

² Ouseph Poulo And Three Others vs Catholic Union Bank Ltd., AIR 1965 SC 166

³ Carlil v. Carbolic Smoke Ball Co., [1893] 1 QB 256

⁴ Har Bhajan Lal vs Har Charan Lal, AIR 1925 All 539

They had met Thakur earlier in their lives as well, when Thakur had arrested them from where Thakur had recognised that these two have what it takes to complete the task Thakur now wanted to be completed.

The contract dealt with getting Gabbar alive to Thakur in return of Rs. 20000 from Thakur plus Rs 50,000 which has been promised by the police to the person who gives Gabbar to them dead or alive. Thakur has promised to give that Rs 50,000 to Jai and Veeru as well. They even agreed on a payment plan. Rs. 5000 is given to them by Thakur at the time the contract was finalised, another Rs 5000 when Jai and Veeru reached Ramgarh and the remaining money was to be given after Gabbar is brought to Thakur. Ramlal, Thakur's peon and confidant gave Jai and Veeru another Rs. 5000 by grabbing it out of the locker in front of them, exposing the contents of the locker in front of them. Jai and Veeru decided to not fulfil the contract and clear the locker, steal everything and leave. But after a confrontation that happens with Radha while they are stealing motivates them to not breach the contract. Then when Holi celebrations are underway, Gabbar and his men attack the village, however, Jai and Veeru wonder why Thakur does nothing to help them as he is unable to pass the gun to V so that he can fight Gabbar's men off. They soon learn that he has no arms, and that Gabbar was the one who cut them off. Enraged by this, they double their efforts and return the Rs 10,000 given to them by Thakur and vow to complete the contract without consideration. Basically, they voluntarily give up the consideration but still promise to bring Gabbar alive to Thakur.

Then in a skirmish with Gabbar, Jai dies due to the explosion which made it impossible for him to complete the contract but Veeru completes the contract on their behalf and gives Gabbar to Thakur.

In the beginning this seems to be a valid contract w.r.t. offer, acceptance and free consent. But then there are 2 problems as things unfold:

1. Is the object of the contract illegal?
2. Does voluntary forfeiture of consideration keep intact the status of this promise as a contract?

With respect to the 1st problem, it is a fact that police wanted Gabbar dead or alive and they had announced a Rs. 50,000 award for doing that however, bringing Gabbar alive or even dead for that matter to a private individual stands against the Section 23 and 24 of the Indian Contract Act, 1872 because if such an act is permitted, it would go against the law or the notification released by the police in this case. It is also against public policy. In the case of *ONGC v.*

*Western Geco International Ltd.*⁵, a Three-Judge Bench of the Supreme Court widened the scope of ‘public policy’ and stated that the expression must include all such fundamental principles as providing a basis for administration of justice and enforcement of law in this country. Thus, going by this definition, it is clear that such an act of delivering Gabbar to Thakur violates the principles which form the core of the justice system of this country and is hence against public policy and thus violates Section 24 which makes the agreement void ab initio.

The second problem is quite interesting as consideration forms an essential part of a contract and while there are exceptions to consideration mentioned in Section 25 of the Indian Contract Act, 1872 one of which deals with a relationship of love and affection between parties, they only deal with written and registered contracts.

Proposal + Acceptance = Promise

Promise + Consideration = Contract

The second equation isn't fulfilled in this case as Jai and Veeru return the already received sum and deny taking any more money from Thakur. But because they still promise to bring Gabbar to Thakur it is a promise but not enforceable anywhere.

III. CONCLUSION

On 15th August, 1975, Sholay was released in Minerva Cinema, Mumbai. Sholay has been a great movie of its times and is popular even today. It was re-released in the 3-D format in 2014 as well. I have seen Sholay before but this time I viewed it as a law student and critically reviewed the contract scenes.

In the first contract scene between Soorma Bhopali and Jai and Veeru, it seems that the consent was given by Soorma Bhopali under undue influence, the object of the contract of invalid and the contract included Soorma Bhopali accepting a General Offer given by the police. So, it can be said that this is a mere agreement and not a contract.

In the second contract scene, between Thakur and Jai and Veeru, while Veeru completes the promise on behalf of Jai as well after his death, due to the lack of consideration it will only be a promise and can't be considered a contract also because the object of the promise/contract is illegal, it also is void.

⁵ *ONGC v. Western Geco International Ltd.*, 2006 152 TAXMAN 96 Bom