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Pandemic's Impact on Performance of Contracts: An Indian Perspective

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ABSTRACT

The covid-19 has had a disastrous run and created a greater impact on the business contracts. Many contracts were breached and thereby resulting in cascading effect on the Indian Courts. This in turn has resulted in numerous litigations all over the country where the problematic situation is that we don't have enough judicial precedents in correlation with this pandemic. Not only in India, but this situation can be witnessed all over the globe. This non-doctrinal research paper speaks on the various societal aspects in which this pandemic has imposed its effects on contracts and their breaches, also discusses on various remedies as per Indian Contract Act, 1872, specific performance and injunctions given by the judiciary as a remedy to the anguished person involved in that contract.

Keywords: Covid-19, Business contracts, Breaches, Cascading Effect, Judicial Precedents, Remedies, specific performance

I. INTRODUCTION

Contract is an agreement between individual parties creating mutual obligations which are enforceable by law. Every party who indulge in a contract is bound to perform the contract according to the terms and conditions prevailing, thereby the due performance would discharge the parties from the subsequent contractual obligations. When both the parties fulfill the requirements of the contract, the contractual relationship between the parties winds up thereof. But the due performance is not always guaranteed as there evolves some inevitable circumstances. Such non-performance is termed as breach of contract. This breach of contract is defined under section 73 of Indian Contract Act of 1872 which states that, when a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it. *Paramjeet Singh v. Sh. Bindu*

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Khan ^[1]

This breach of contract is not always an intentional one. Some contracts are breached due to a range of unavoidable circumstances where the non-human consequences are present. Likewise, COVID 19 comes under such list, being a global epidemic, it substantiates the aforesaid point. This pandemic played a challenging role as an obstacle to the performance of trade contracts concurrently, resulted in breach of several other contracts. Here it is to be noted that it's not a single contract that has been breached but also several other thereafter. That is, if the contract with the dealer is neglected, then the contract of dealer with the manufacturer will get breached and the contract of the manufacturer with the raw materials supplier will also get affected. This keeps going hand in hand as a consequent breaches thereafter.

The World Health Organization (WHO) declared the novel corona virus as a pandemic in the month of March 2020^[2]. Sooner then, majority of the countries and states announced complete lockdowns as an emergency measure in order to stop the spread of the disease. In India, states declared lockdown under disaster management act of 2005 and also issued prohibitory order under section 144 of the code of criminal procedure (CrPC), 1973. During this lockdown, only some trade activities were considered to be essentials and were allowed to continue their business subject to the constraints, whereas the other businesses remained flat line. This lockdown has impacted drastically on the country's economy.

For instance, lockdown of theatres and shopping complex has an effect over various shops which indeed resulted in neglecting contracts therein with their dealers. Many petty shop owners, vendors and daily wage workers as well, got heavily affected which was also depicted in the fall of economy. As a consequence many contracts have been breached and thereby resulting in loss for both the parties to the contract. Moreover, there was also chain reaction in those breaches. One contract initially breached and one after the other in a concurrent way. Not only the trade contracts, must we also take the lease contracts into consideration as it has also suffered for its own cause. Lease contract is a contract of agreement with some specific conditions thereby accepting the second party to use the property by transfer of possession. Here, non-performance of the contract includes non-payment of rents. For such non-payments the owner/landlord of the property can sue the tenants after issuing proper notice.

In order to control the spread rate of the virus, many countries around the world announced national lockdown which in turn affected various businesses economically, where the tenant's position was not able to withstand the promise (payment of rents). Moreover, in some states of India specifically there was a government recommendation saying no rents shall be forcibly

paid but could be collected as due/in installments for rented/leased property. Since there were many contractual breaches, the numbers of litigations upsurge accordingly. One of such breach in lease contract is being addressed briefly in the further context.

II. CASE ANALYSIS

In the High Court of Delhi

Case: Ramanand & Ors. V. Dr.Girish Soni & Anr.^[3]

Date of decision: 21st may, 2020

Case facts: The Landlord (Respondent) leased his property at Khan Market for commercial purpose to the Tenant (Appellant). The tenanted property was rented at Rs.300/-per month vide a lease deed as on 1st February 1975. In 2008, the Landlord filed an eviction petition against the tenant under section 14(1) (e) Delhi Rent Control Act, 1958. By 2017 march, order of eviction was granted by the Senior Civil Judge cum Rent Controller. A revision petition was filed by the tenants at Delhi High Court which by September 2017 stayed the eviction decree on a condition that the tenants should pay a sum of Rs.3.5 lakhs per month within 10th day of every month.

Due to the pandemic, tenants approached the Delhi High Court with an urgent application for suspension of rent on the grounds of lockdown which has impacted over their business activity. The DHC dismissed the plea on 21st May 2020 by referring to the expression *force majeure* (event or effect that can neither be anticipated nor controlled).

(A) FINDINGS

1. Whether the suspension of rent can be agreed as under force majeure?

Force majeure comes into play when the performance of contract is restrained due to some unforeseeable circumstances. One such unexpected contingency is the current pandemic. But the question arises, as there was an exemption in lockdown with regard to rents, taxes, EMIs and interests.

2. Whether the suspension of rent have a clause under the principal agreement?

Each and every legally binding agreement will have some conditions applied to it. The same way, in the initial agreement signed between both the parties, there would be the conditions clause. Whether such suspension of rent could be sanctioned or not is the question.

3. Will force majeure act as a defense here to not to pay the rent as this pandemic is an inevitable event?

A force majeure clause speaks on some specific circumstances or events and for such events to be applicable under force majeure clause, the event should be beyond the control of both the parties to the contract and they are required to demonstrate that it is out of their control. This applicability of force majeure clause makes the question arise out of it whether it applies in the case of breach of contract in this pandemic time.

4. Even if there is no suspension, can postponement of rent be permitted?

If and if the suspension of rent could not be made possible, there could possibly be some concern shown to the party who breached the said agreement. Can the party escape from the crisis temporarily by the postponement of rent thereby extending some helping hand towards to cope up with this hardship.

III. LITERATURE REVIEW

We have observed case laws from the Foreign Courts, where they are also meeting up with numerous litigations and allegations from both petitioner as well as the respondent side where the cases are meant to be sorted out but with certain difficulties to face with. That is, the court could not end up with the judgment so fast where the situation is like no parties breach the contract intentionally but the pandemic made it happen. We have observed cases from US Courts and UK Courts. There are a few cases that have went up to federal courts, albeit on preliminary injunctions/temporary orders on restraining basis(TROs) which could probably provide us with some guidance as to how Courts view these kind of disputes.

(A)In the case of Pacific Collective, LLC v. Exxon mobil Oil Corp^[4] a real estate agreement where the petitioner intended to redevelop the property. Even though the agreement includes a clause of *force majeure* it omits pandemics or epidemics. The pacific collective argues that it is not possible to close the sale and to redevelop the said property though it was mandatory and known to both the parties. Hence here arises that whether in the force majeure clause's salient gaps, Pacific collective could prove that the opponent was adequately aware of the ultimate intention of the agreement.

CASE NOTES:

Plaintiff: Pacific Collective LLC

Defendant: DOES 1-100, inclusive, ExxonMobil Oil Corporation, Does 1-100, inclusive and Mobile Oil Corporation

Judge: Otis D Wright

Court: US District Court for the Central District of California.

Case number: 2:2020cv03887

Filed on: April 28, 2020

(B) E2W LLC v. kidzania operations ^[5]. This is a case where E2W sued Kidzania operations for presumably breaching the parties for an agreement by alluding E2W's Force Majeure clauses. The clause of force Majeure came into the talk as because it couldn't operate the amusement park due to the pandemic situation which leads them to not making any bill payments to its parties.

CASE NOTES:

Plaintiff: E2W, LLC

Defendant: Kidzania Operations, S.a.r.l.

Judge: Andrew L Carter

Court: US District Court for the Southern District of New York.

Case number: 1:2020cv02866

Filed on: April 6, 2020

(C) This case is with regards to the non-payment of rent due to the shutdown as the consequence of global epidemic. The land owner put forth the action in order to seek a declaratory judgment on the force majeure clause but earlier then he volunteered to get back the case so the decision of the court ended unknown.

CASE NOTES:

Plaintiff: Palm Springs Mile Associates, LTD

Defendant: The Men's Wearhouse, Inc.

Judge: Jose E Martinez

Court: US District Court for the Southern District of Florida

Case number: 1:2020cv21965

Filed on: May 11, 2020

(D) Richards Clear view, LLC. V. Bed Bath & Beyond, Inc ^[7]. In this case Richard Clear view, the landlord seeks eviction of its tenant with the reason stating that Bed Bath & Beyond has failed to make the payment even after the landlord gave them prior notice. And when the Bed Bath & beyond was questioned by the court it said that due to Covid19 situation the "emergency proclamation" came into action which made them to not perform any business

activities and leading them to a loss and since the tenants were not able to pay the lease amount in the given time.

CASE NOTES:

Plaintiff: Richards Clearview, L.L.C.

Defendant: Bed Bath & Beyond Inc.

Judge(s): Dana Douglas, Eldon E Fallon

Court: US District Court for the Eastern District of Louisiana

Case number: 2:2020cv01709

Filed on: June 12, 2020

(E) ther case named, Viamedia Inc. V. Wideopenwest finance LLC ^[8], the court landed on a different decision. Here in this case, the plaintiff on behalf of cable television sells tele-advertisements to local business, inclusive of defendant's ad with an obligation to pay minimum revenue in return. But when things go adverse ie. Lockdown, cancellation of sports events & political campaigns and many more, the situation went such that resulted in the breach of contract. In contrast to the E2W-Kidzania case, however, the court denied the plaintiff's motion on the ground that irreparable harm was not established.

CASE NOTES:

Plaintiff: Viamedia, Inc.

Defendant: WideOpenWest Finance, LLC

Judge: Victor Marrero

Court: US District Court for the Southern District of New York

Case number: 1:2020cv04064

Filed on: May 27, 2020

(F) Van Oord UK Limited v Dragados UK Limited [2020] ^[9]. This is a case dealing between a contractor and a sub- contractor. Dragados UK Limited was appointed by Aberdeen Harbour Board as a contractor for management and designing of construction. Then again Dragados UK Limited designated Van Oord UK Limited as sub-contractor. As the work started there was frequent instructions from the contractor omitting the works and assigning them to two other sub-contractor which in turn made an impact to Van oord as because they weren't given any satisfaction work to do and as well as paid enough. Von oord but yet demanded Dragados to pay them the promised amount signed by them in the contract.

CASE NOTES:

Plaintiff: Van Oord UK Limited

Defendant: Dragados UK Limited

Judge: Lord Tyre

Court: Outer House of the Court of Session

Case number: 2020 CSOH 87

(G)Lantino vs. Clay LLC ^[10]. In this case append an owner of the gym who strived to excuse the rent payment proclaiming that due to the Covid-19 situation and economic crisis the business isn't doing any good for gaining a profit. But back in 2019 itself both the parties settled for a class action suit in which lantino has to pay a sum amount of \$300,000 as a monthly installment under a settlement agreement of which lantino ought to default. The Magistrate of the law court "non-payment was not excused" quoting from a case Garage, Inc. vs. Savoy Fifth ave. Corp.

CASE NOTES:

Plaintiff: Michael Lantino and Joanne Cabello

Defendant: Clay LLC et al.

Judge: Stewart D. Aaron

Court: United States District Court Southern District of New York

Case number: 1:18-cv-12247 (SDA)

(H)Standard Retail Pvt. Ltd. V/S M/S. G.S. Global Corp & Ors. ^[11], a contract was made between two parties to supply steel products the shipment was to be made from South Korea to appellate at Mumbai. The appellate were importing steel from South Korean entities G. S. Global Corp and Hyundai Corp. The appellate seek direction restraining the respondent bank (Wells Fargo Bank) from negotiating or encashing the letters of credit. But due to the Covid-19 pandemic lockdown the trade of steels were not possible and were stopped for a period of time which in turn made many problems for the payment to the banks, the respondent of the case and when this dispute was put in front of the court it was observed that Lockdown cannot come to the rescue of the petitioners to resile from their obligations of making payments with respondent.

CASE NOTES:

Plaintiff: Standard Retail Pvt Ltd.

Defendant: M/s. G. S. Global Corp & Ors.

Judge: A.A. Sayed

Court: The High Court of Judicature at Bombay

Case number: Commercial Arbitration Petition (L) NO. 404 OF 2020

(I) Halliburton Offshore Services Inc. vs. Vedanta Limited and Anr. ^[12], a contract was signed between two parties to carry on with different set of work in the MBA fields. The core work of the contract is to construct an oil well in the fields of Mangala, Bhagyam and Aishwarya- MBA fields located in Rajasthan. The tentative dates for completion of works were set for 2 years from the date of signing the contract. But the same didn't happen and so the dispute began as the dates were delaying from the promised one. And so the contractor invoked Force Majeure clause due to outbreak of COVID-19. The Company then on 31st March 2020 issued a notice informing the Contractor that the balance activity will be completed by alternative sources. When the case appeared in front of the court, it was asked to submit all the records of documents of the contracts. The court also found out and quoted - "The dispute between the beneficiary and the party at whose instance the bank has given the guarantee is immaterial and is of no consequence. There are however, exceptions to this Rule when there is a clear case of fraud, irretrievable injustice or special equities. The Court ordinarily should not interfere with the invocation or encashment of the bank guarantee so long as the invocation is in terms of the bank guarantee."

CASE NOTES:

Plaintiff: Halliburton Offshore Services Inc.

Defendant: Vedanta Limited & Anr.

Judge: Prathiba M. Singh

Court: The High Court of Delhi at New Delhi

Case number: O.M.P (I) (COMM.) No. 88/2020 & I.As. 3696-3697/2020

Decided on: 29th May, 2020

(J) MEP Infrastructure Developers Ltd vs. South Delhi Municipal Corporation ^[13]. The plaintiff was the contractor of a highway development project and he was supposed to pay revenue to the defendant. He was to collect the toll from the road according to the condition of the terms and the revenue was to be paid for this. The plaintiff failed to make the weekly revenue payment to the defendant after the declaration of the Covid-19 pandemic and the consequent lockdown restrictions. But due to the lockdown the plaintiff wasn't able to get any

revenue from the following. And hence the plaintiff approached the Delhi High Court and claimed that because of the force majeure which is the Covid-19 pandemic, the performance of contract had become impossible. The court acknowledged the fact that Covid-19 was declared as a force majeure event by the government itself under its office memorandum.

CASE NOTES:

Plaintiff: MEP Infrastructure Developers Ltd

Defendant: South Delhi Municipal Corporation

Judge: Hon'ble Mr. Justice Najmi Waziri

Court: The High Court of Delhi at New Delhi

Case number: W.P. (C) 2241/2020

Decided on: 12.06.2020

IV. METHODOLOGY

This paper comes under non-doctrinal way of research, the topic of breach of contracts during pandemic period. The method that is used here is that reference to previously held cases in front of the court. Cases that are decided in courts of law are taken to encompass the approach of the courts in order to solve the case and the pendency cases are also taken as well so that we get to pick the path that they have followed so far. The methodology for writing this paper was more about analyzing the cases and questioning if the justice has been served or not. To get a professional advice, a small talk with a practicing lawyer of high court was done. And to get a wide range of view many cases both inside India and international cases were collected and analyzed.

V. INTERPRETATIVE ANALYSIS OF THE CASES:

To be honest, it is still too early to assume or to predict how the courts will approach a contractual breach especially on rental agreements and how will it react to the issues raised in these cases containing force majeure clause or what lessons could possibly be drawn from those issues that have been raised so far. This is not only with regard to Indian Courts of Law, but also the Courts abroad, more specifically the US and UK cases say for instance, the cases that we have referred to in the literature review clause of this article.

Combined reading of all the cases, it is interpreted that the judges from both Foreign Courts as well as the Indian Courts have declared in a view of “ non-payment was not excusable” as the other party to the contract would also have other commitments and due contracts signed

thinking of the amount receivable from this rental agreement. Also that in some cases it is demanded that the payment of rents which has to be made in the months of before pandemic could not be pain due to the pandemic, which is not acceptable and not considerable by law as well.

Another aspect is that, when the tenant (party to a rental agreement who is in the position of paying the rent to the landlord) was questioned before the Court of Law, it was said that because of the pandemic situation, the "emergency proclamation" came into action which impacted over the non-performance of any business activities thereby leading them to sustain loss and since the tenants were not able to pay the lease/rent amount in the time period.

So it is equally important to consider the tenants perspective that they don't do it purposely utilizing the situation but it's that they also face loss of business due to which they are unable and inefficient to pay off their debts. There are also judgments provided in this perspective in bot Foreign Courts and Indian Courts as well.

VI. CAUSE AND EFFECT ANALYSIS

The impact caused by the novel corona virus which has locked us for months together in the name of lockdown made us think about several aspects that it has affected the society on a large scale. This is not the case that prevails only in India, across the globe the situation is such that almost every personal say it a doctor, medicine handler, civil engineers, legal practitioner, IT professional, media workers, monthly salary workers, daily wage workers or self-employed had a major struck in their lives and to earn for their living. Individuals' were literally struggling to handle situations initially as there was a problematic situation to open up shops and earning centers and things went even worse when the spread was too fast and dreadful.

This also had a great impact on the country's economy which has went down to 4.2% in its GDP for the financial year 2019-20 and even more down in the current year as the ways in which it could raise were all shut. As in accordance with the drop in economy, there was also an interruption in exports and imports, trade markets, share market drop, and a lot many business men lost their business, some were merely closing up their newly inaugurated franchise ending up in heavy loss and thereby standing out of debts and it goes hand in hand facing hardships. When the big shots themselves are facing frustrations that couldn't be handled anymore, then think of the situation of the employers and employees working under them as a monthly paid staff or a daily wage worker it be.

Things have been disturbed economically, on the other hand, comes the societal aspect of this global epidemic. The novel coronavirus which was declared as a global pandemic by the World

Health Organization (WHO) is a global health crisis, what we have never seen in the last 75 years history of United Nations. More than a health crisis, which ends up killing around 1.48 million lives, heavy health impact on a wide spread of population, it's a human, economic and social crisis. This outbreak of the Covid-19 has disturbed almost all segments of the society say it be the middle-class or weaker section of the society and even the upper section and the most tragic part it still continues to affect populations including people who live below the poverty line, elderly, differently abled and indigenous people. Moreover the homeless people and migrants were highly exposed to this epidemic.

It is evident that this pandemic of novel corona virus has already caused a tremendous economic loss across the globe, delays in project work completion, missing of milestones and targets, potential breaches, dispute among contracting parties and so on. From the judgment by Delhi High Court in the case of *Halliburton Offshore Services Inc. vs. Vedanta Limited & Anr.* [2020] ^[14], it was announced that a party in breach of performance of a contract, which was required to be contractually undertaken before the pandemic, more accurately before the commencement of lock down cannot take back by invocation of the contract claiming under Force Majeure clause, as Covid-19 is never an excuse for condonation for non-performance of contractual obligations merely a past breach of contract.

Natural disasters have political consequences, and the Covid-19 has no exception. It has impacted over international relations, political systems of multiple countries, suspensions and postponements of legislative activities, deaths and isolations of ministers (politicians), delay in election campaigns and elections and so on. Even with exceptions to all these activities, there were a lot of pre and post-election formalities which are to be undertaken. That is, preparations in polling booths and counting of votes involves too many processes and which are time consuming ones and requires huge man power as well. In this era of social distancing and health cautious times it's equally important that we don't lose lives along with the election works. Ruling party is to take the pressure all together besides the instigations from the opposition party. Likewise there political causes too, which got affected as a consequence following this pandemic.

VII. SCOPE OF THE STUDY

The venture of this paper is to probe about various cases in the area of breach of contracts and to be even particular the paper targets about the breach of rental contracts. The study also involves various references of Indian high court and Supreme Court moreover even U.K and U.S. Court of law are referred. The paper compares the judgment of given cases and makes one

to understand how justice has been served in the mentioned court of law. This study has given a good open view about Force majeure clause and obviously has a future scope of research as the justice system keeps changing itself.

VIII. SUGGESTIONS AND RECOMMENDATIONS

We have laws that regulate contractual obligations, their performance, remedies in case of non-performance of the obligations and a complete set of systematically frames these prior mentioned constraints of a lawful agreement, a legally enforced contract. These laws are common across the globe where the core objective remains the same and some changes with respect to their applications. Such systematically framed set of rules and regulations to regulate the legal contracts, in India, we have Indian Contract Act, 1872. This Contract Act provides with all the definitions for contractual words, their essential conditions, competency and answers questions like, how the contract should be performed? When to perform? Where to perform? Whether to perform or not? By whom should it be performed? Revocation of contracts, void and voidable contracts, consequences of breach of contracts, remedies for those consequences and things related to all these.

Same like Indian Contract Act, every country has their own laws and regulations to maintain contractual relationships. There would be the consequences of non-performance and remedies attached to it. But it becomes more crucial in times of war, pandemic, disasters as the point of acquisition could be irrelevant to impose on either of the parties to the contract. It is essential to have a look on the reason for breach than on the party who has breached. When it comes to these times of global epidemic we, the people are no way responsible for the loss and damages caused. So the consequence take a way that some/ most of the contracts has been breached as there was no trade activities took place keeping in mind that “*it is more profitable that we could survive this year than to reach our targets, goals and milestones*” as stated by the great business magnet *Mr. Ratan Tata*.

In a recent case decided by the Madras high court, a petitioner named R. Narayanan filed a case stating that the shop licensed by him has to pay the license fee even at the lockdown period i.e, from March 24, 2020 to September 6, 2020^[15]. And so as known fact all the other shops and the nearby bus stand were all closed and hence considering the misfortune the a GO was passed by the municipal administration and water supply department renounced rental payment for April and May 2020.

The justice noted that since it's a contract all the terms have to be seen from the contractual conditions that the parties were accepted and signed. But as a woe there was no force majeure

clause in the agreement between the parties. As the GO was issued, proclaiming to waive the rental amount for two months. The judge observed saying that “This is how bureaucracy functions. The secretary to government did not deem it necessary to go beyond the terms of the request made by the commissioner of municipal administration. But a constitutional court cannot have a blinkered vision. It must take into account the position that prevails on the date when the list is adjudicated.”

And hence without any further confusions or second thoughts that judge concluded that the petitioner needn't pay the license fee during the period of lockdown.

Due to this, there was a drastic lag in performance of contract breaches happened thereby seeking remedies for the loss incurred. What would a producer do if a wholesaler or a dealer backs out of a contract?! What would be the position of farmers if a buyer does not take delivery of the cultivation contracted?! In these unprecedented times, we have suggestions more importantly under two clauses. One is, parties to contract have a suggestion that the global epidemic as well as the ensuring government action qualify as events that trigger to invoke the force majeure clause (a clause that alleviates the party from contractual responsibilities). And the other is the doctrine of impossibility.

(A) Force Majeure Clause

Section 32 of Indian contract act says that, “Contingent contracts to do or not to do anything if an uncertain future event happens cannot be enforced by law unless and until that event has happened”. The term “Force Majeure” means extraordinary events, situations or circumstances beyond human control such as an event described as an act of God or superior force. A force majeure clause in a contract is an expressed provision to identify those circumstances or situations in which performance under the contract by either one or both the parties may be delayed or become impossible to be carried out. Hence, when it comes to contract related issues during Covid-19 lockdown period, section 32 is being evoked by parties to get an excuse or to use as a defense in front of the court. The argument was, lockdown declared by the Government is a Force Majeure event depends on the language of the clause under the contract. The lockdown declared by the Government has adversely impacted the ability of performance of contractual obligations and whether the performance has been partially impacted or completely impacted is a question of fact. Anyway as the usual there is a loophole to oppose the defense of force Majeure is present. That is, if there is an alternative way to finish the promised contract job then Section 32 cannot be connected to the scene.

(B) Doctrine of impossibility

Section 56 of ICA, 1872 is as follows: An agreement to do an act impossible in itself is void. Contract to do act afterwards becoming impossible or unlawful: A contract to do an act which, after the contract is made, becomes impossible or, by reason of some event which the promisor could not prevent, unlawful, becomes void when the act becomes impossible or unlawful.

In contracts in which the performance depends on the continued existence of a given person or thing, a condition is implied that the impossibility arising from the perishing of the person or thing shall excuse performance. The doctrine of frustration is really an aspect or part of the law of discharge of contract by reason of supervening impossibility or illegality of the act agreed to be done and hence comes within the purview of section 56. This particular section of the Indian contract act is doesn't leave the matter of frustration to the court to be determined which makes the work of the court easy and less time consumable.

IX. LIMITATIONS TO THE STUDY

In this above discussed case of *Ramanand & Others vs. Dr. Girish Soni & Another* RC. REV. 447/2017, The Ld. Single Judge expressed that "the plea of tenants for suspension or waiver from payment of rent, depends on the relationship between a Landlord and Tenant, a Lessor and Lessee and a Licensor and Licensee, which can be in multifarious forms. These relations are primarily governed either by contracts or by law."

The most important limitations that lies here is that the contract didn't separately or particularly contain a Force Majeure clause. This has to be specifically noted.

The fundamental principle would be that if the contract contains a clause providing for some sort of waiver or suspension of rent, only then the tenant could claim the same. And further moving on if the tenant may attempt to invoke the Doctrine of Frustration of contract or impossibility of performance, It's out of question as because in the instance of lease of immovable property in view of the settled legal position set out by the Indian Supreme Court.

X. AREA FOR FUTURE RESEARCH

The goal of this particular paper is to study the about the contractual cases that arise due to the pandemic situation which led to the overall lockdown that lasted for around 3 months worldwide and still a nonstop hiccup in some parts of the world. The paper has also referred and examined about the previously held up cases that are decided by the Court of justice. And hence for the future scope of research the suggestion is that, one can focus upon how the Court can function during the courses of such pandemic and lockdown situations in order to not delay.

And also the terms and conditions that has to be added while preparing a contract agreement for rents and leases. To get better viewpoints to nurture for future research, the help and reference of already decided cases will be useful.

XI. CONCLUSION

As the worldwide impact of the novel corona virus gets even more worsen, causing disruptions to world peace and international relations and trades & other commercial activities across the globe being inefficient and unable to perform their contractual obligations increase. Normally in case of any breach, the defaulting party would be sued for compensation by the innocent party. But if that non-performance is caused by some unprecedented event or a natural disaster, then the lawsuit remains unanswered.

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