



UNLAWFUL CONSIDERATION AND OBJECT

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- A lawful contract need not only to have a **consideration** , it also needs to have an **object**.
- An agreement that has an **unlawful** consideration or unlawful object is a **void** .
- According to **Sec 23 of Indian Contract Act**, consideration or object of a contract is unlawful and void in the following situations:
 - ❖ If an act is **forbidden** by law
 - ❖ If an act **defeats the provisions** of any law
 - ❖ If it is **fraudulent**
 - ❖ If it involves **injury** to the **person or property** of another
 - ❖ If the court regards it as **immoral**

AGREEMENTS OPPOSED TO PUBLIC POLICY

An agreement which is opposed to public policy cannot be enforced by either of the parties to it. Public Policy is the “Policy of the Law.” Sec 23 of the Contract Act gives the right to the court to judge for itself what constitutes public policy or public good. Some examples of agreements against public policy are:

- 1. Trading with enemies**
- 2. Traffic in public offices**
- 3. Stifling Prosecution**
- 4. Change in the period of limitation**
- 5. Marriage brokerage agreements**
- 6. Agreements interfering in the course of justice**
- 7. Agreements restraining parental authority**

CONTD.....

- 8. Agreements to create monopoly**
- 9. Agreements restricting personal liberty**
- 10. Agreement to defraud revenue**
- 11. Agreements with immoral consideration**
- 12. Agreement interfering with marital duties**
- 13. Agreement creating interest opposed to duty**
- 14. Agreement for improper promotion of litigation:**
 - a)Maintenance**
 - b)Champerty**

THANK YOU 😊