

FREE CONSENT UNDER INDIAN CONTRACT ACT-1872

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Received: 25 Aug 2021

Accepted: 28 Aug 2021

Published: 31 Aug 2021

ABSTRACT

To be a valid contract, there must be free consent section-10. The Indian contract Act, 1872 static that to enter into a valid contract, there must be free consent of both the parties. In the same way, section 13 of the contract Act, 1872 deals with the real consent. It says that a contract is said to be freely entered into when both the parties agree to the same thing in the same sense. i.e. consensus ad idem. Any agreement in the absence of face consent will be void. Sometimes, these may be circumstances where the either party has not given its consent freely and this may be due to misrepresentation, under influence or mistake of fact. Therefore, any contract entered into coupled with these factors is not a good contract in the eyes of law and such contract will be voidable at the instance of that party whose consent has been taken.

KEYWORDS: *Fraud, Mistake, Consent, Contract, Undue influence, Coercion, Misrepresentation*