

Question 21

landlord

Mr. L let out his residential house to Mr. M for ₹50,000 p.m. for 3 a period of one year. According to the Rent agreement, electricity bill will be paid by Mr. L. But Mr. L could not pay electricity dues up to 5 months, due to his financial hardships. The Electricity Board sent the notice of disconnection, if it is not paid within a week's time. To avoid all this, Mr. M paid the electricity bill of ₹50,000 with penalty. Later on, L refused to reimburse ₹50,000 and argued that he has paid bill voluntarily because of his own interest. Decide with reference to provisions of The Indian Contract Act, 1872 whether Mr. M is entitled to be reimbursed by Mr. L ?

By - CA Shantam Gupta

Q.1

Law

According to Section 69 of the Indian Contract Act 1872.
A quasi contract is not exactly a contract but resembles a contract, where payment of a debt owed to a particular person is discharged by an interested party, such interested person is eligible to recover such amount from the other party to the contract.

Fact

Mr. L has denied payment to Mr. M for the electricity bill discharged by Mr. M, stating that it was on his own motion

that he decided to pay off the electricity liability.

Conclusion

Mr. M has a lawful right to be reimbursed by Mr. L as it is Mr. L's quasi-obligation to return such amount to Mr. M.

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— Chapters One Shot — Complete

— Direct Questions — Complete

Yes ← — Exam day → 100% Marathon

— Case Studies → Everyday Upto 5th

Separate Group
1st Jan
Test →

5th Full day Marathon Case Study

7th Jan → Free + Evaluated

Question 23

2 3 (~~4~~)

4+ → fact

Mr. A was running an orphanage. His friend Mr. S, a philanthropist agreed to donate Rs. 2 lakh for treatment of a child, who was suffering from cancer. On emergency Mr. A incurred Rs. 1.5 lakh on treatment of child. Now Mr. S refused to pay. Whether Mr. A can claim rupee 1.5 lakh from Mr. S with reference to provisions of The Indian Contract Act, 1872 ?

Yes he can claim

By - CA Shantam Gupta

Q23

Law

According to Section 25, any agreement without consideration is void however there are agreements where even without consideration agreement are valid, any agreement promising payment of a charitable amount is enforceable in court as a valid agreement.

Case law

As held in the case of *Grover Mohammed vs Kedarnath*

fact

Mr. S had refused to pay 1.5 lakh as promised by him after Mr. A has already incurred such amount on treatment.

Conclusion

Mr. A can claim 1.5 lakhs already incurred from Mr. S. Since the agreement is valid and enforceable by law.

Question 24 HW

(b) (i) Kamal, a Chartered Accountant started his e-commerce business by incorporating a One Person Company (the OPC) on 1st October, 2023. He, being a sole member of the OPC named his brother Sudhakar, with his consent, as his nominee in the Memorandum of Association of the OPC. Now, Kamal intends to replace Sudhakar and to nominate any one of the following short-listed friends as a nominee with effect from 1st January, 2024.

X (1) Robert, an Indian citizen, and a resident in India shifted his residence to the USA on 31st May, 2022 and has not returned to India till 1st January, 2024.

(2) Dinkar, an Indian citizen, and non-resident in India came for employment in India on 1st April, 2023 and have been continuously staying in India since then.

Referring to the provisions of the Companies Act, 2013, advise Kamal regarding eligibility of his short-listed friends to be appointed nominee and the procedure to be followed for changing the name of the nominee as per the provisions of The Companies Act, 2013.

2022-2023
2023-2024
NO.
2023-2024
1st April
22-23

By - CA Shantam Gupta

NO
ci)
NO
cii)

Indian Citizen

Yes

✓

✓

Resident

NO

~~IDC~~

IDC

Stay

120 days In PY (Yes)

22-23 61 X

22-23 '0'

Indian Citizen AND 120 days Stay