

MID-TERM EXAM

**NAME:
SHEHLA KHATTAK**

**ID#
13981**

**SUBJECT:
“BUSINESS AND LABOUR”**

**SUBMITTED TO:
“MA’AM BEENISH SHUJA”**

Q1. According to the Law. What is contract and how many types of contract? Explain

Ans: CONTRACT: Contract is an understanding or a guarantee between at least two parties that makes common consent and lawful impulse. On the off chance that any of the gathering neglects to up hold up under guarantee, the other party will be qualified for lawful remuneration. Contract law is a best component for business development and history dates once again from the antiquated human progress, which was adjusted by antiquated, and Romans. Breaking or disregarding contract is called penetration and such activities can prompt legitimate activity.

There are a few kinds of contracts and usually applied are one-sided and reciprocal contact fixed value contracts Time and material contracts and Cost reimbursable contracts.

TYPES OF CONTRACT :

ON THE BASIS OF VALIDITY

VALID CONTRACT - An understanding which has all the basic components of a contract is known as a valid contract.

VOID CONTRACT - A void contract is a contract which stops to be enforceable by law.

VOIDABLE CONTRACT - a contract becomes voidable when the consent isnt free.

ILLEGAL CONTRACT - a contract is illegal which involves criminal act, something bad for the people and civil wrong.

UNENFORCEABLE CONTRACT- it is contract in which the court law has no right and can not do anything about it because of some technical defects

EXPRESS CONTRACT - Where the provisions of the contract are explicitly settled upon in words at the hour of arrangement, the contract is supposed to be an express contract.

IMPLIED CONTRACT - it is a contract in which all the parties agree to one thing even though nothing is openly said or written.

TACIT CONTRACT - Tacit contracts are inferred contracts in itself. for example Taking a ticket in the transport, during a venture..

QUASI CONTACT - quasi contract is a contract that is made by the order of the court not by an agreement of the parties.

EXECUTED CONTRACT - it is a contract in which of of the parties have performed their duties

EXECUTORY CONTRACT - when both parties to contract have yet to complete and perform their obligations

UNILATERAL CONTRACT - an agreement in which one party promises to do something while the other agrees to it and doesn't take any action quickly.

BILATERAL CONTRACT - when both the parties agree to the same work and fulfill the promises they made.

Q2. What is the difference between contract and agreement explain with examples at least 5 5 examples?

Ans: DIFFERENCE BETWEEN CONTRACT AND AGREEMENT.

AGREEMENT -

- * a agreement is an agreement between two or more parties that is not implemented by law
- * The mutual confirmation of both of parties is involved
- * It is not in the written form.
- * Consideration is not required
- * An understanding that does not have any of the necessary components of a contract has no legitimate impact
- * Its scope is wider
- * The primary advantage of an agreement is that it is inherently informal

EXAMPLES :

1. Asfand's uncle promised to give him his old antique car on a verbal agreement and everyone knew about it but when he passed away, his cousin Raheel took over the car and he was legally right because it wasn't a contract just an agreement with no paperwork.
2. Mike got a call from a company where he applied for a job as an HR manager the call was about him getting hired for the post because of being the perfect fit for it but when he went there they hired someone else because it wasn't a written contract yet and someone else got the job through reference.
3. Ali and Asad decided to go for lunch on Sunday. Ali did not come for lunch, and this resulted in the waste of Asad's time. Now Asad cannot blame Ali or say anything as the decision to go for lunch is not a contract but an agreement.
4. After all the strikes Pakistani government agreed on executing Gen. Pervez Musharraf on the media but when the time passed the case seemed to vanish and nothing happened because it was an agreement not a written contract.

5. All the villagers agreed upon not hunting any animals and put a huge fine on who hunted an animal ever again but one day the son of a Goldsmith hunted a wolf and no action was taken over it and people stayed silent because it was not a written contract so the people could take action against the strong family.

CONTRACT -

- * A courtly arrangement between two or more parties in which its terms and elements are enforced by the law
- * The mutual acceptance by both parties are involved
- * It has to be in a written form
- * Consideration is required
- * A contract is legally binding and its terms may be enforced by the law
- * its scope is narrower
- * The major advantage of contracts is that they spell out the terms that the parties have agreed on

EXAMPLE :

1. Hailey's father made an investment in a company. When he passed away Hailey found the contract in which everything was mentioned. And went straight to the company where they disagreed when verbally asked but when she showed the contract the company owner had to give the money no matter what because it was a written agreement and registered as well
2. Microsoft owner Bill Gates verbally agreed upon not keeping track of the data of people but when people read their terms and conditions the contract included keeping track of everything and no one could do anything about it because everyone agreed to their terms on the paper work that's why it's important to read every contract.
3. While marrying Uzma, Usman wrote a term where he mentioned that all her property would be named after him and Uzma didn't notice this thing and after some time when things weren't good between them Usman took over her property as per mentioned in the marriage contract
4. The CEO of the company Ali Baba when marrying made a written agreement where he mentioned that half of his wealth would be named after his wife if things didn't work out. When Ali Baba became one of the world's greatest trading businesses and the CEO was on the list of top ten richest people in the world. His wife asked for divorce and she became the richest woman in the world. Later the CEO was sad about this single contract that brought him huge loss.
5. Marry made a written contract with a bakery for making pastries for 5\$ for a whole year. When she found out that the bakery was selling it for 50\$ she decided to quit it to start for her own but she couldn't and was liable for making it for a whole year because legal action would be taken against her. That's why one should think a 100 times before signing a contract with someone.

Q3. How can we revoke acceptance and how many essentials of acceptance explain in detail?

Ans: REVOCATION OF ACCEPTANCE : An acceptance might be revoked whenever before the correspondence of the acceptance is finished as against the acceptor yet not a short time later

ESSENTIALS OF ACCEPTANCE:

1. Acceptance must be supreme and inadequate. There must be no variety regarding offer in any case acceptance will add up to counter offer. Acceptance ought to be of the entire of the offer. The offeree can't acknowledge a piece of this terms are ideal for him and reject the rest. Such an acceptance adds up to counter-proposition or counter offer.
2. Acceptance must be in the endorsed mode: If no specific way is endorsed it must be made in a reasonable way. In the event that acceptance isn't as per the endorsed mode, the offeror may decline to be bound. Yet, the offeror must reject such acceptance inside a reasonable time. In the event that comes up short to do as such, he is limited by the acceptance. [Sec. 7(2)]
3. Acceptance must be conveyed to the offeree: Offeree must not just mean to acknowledge yet in addition pass on it. There must be some outer appearance by method of discourse; composing or such other act. At times, the offeror may apportion the correspondence of acceptance.
4. Acceptance must be given inside a reasonable time or inside a predefined time limit: If whenever limit is determined acceptance must be given inside that period. On the off chance that no time limit is specified, it must be given inside a reasonable time.
5. Acceptance can't be given before correspondence of offer; e.g., an organization allocating offers to an individual before he applies for them. Any acceptance given before the correspondence of the offer is definitely not a legitimate acceptance.
6. Acceptance must be made before the offer slips by or offer is pulled back.
7. Acceptance can be made by the gathering to whom the offer is made.
8. Acceptance must demonstrate an expectation to satisfy the guarantee: Acceptance can't be inferred from the quiet of the offeree or his inability to reply except if the offeree has by his past lead showed that his quietness

*****THANK YOU*****