ESSENTIALS OF A PROMISE

Definition of a Promise:

According to Section 2(b) of the Indian Contract Act, 1872,

“When the person to whom the proposal is made signifies his assent thereto, the proposal is said to be accepted. A proposal, when accepted, becomes a promise.”

Thus, a promise is created when an offer is accepted by the offeree. A promise is the foundation of a contract.

ESSENTIALS OF A VALID PROMISE

For a promise to be legally valid, it must fulfill the following conditions:

1. There Must Be a Proposal (Offer)

• A promise originates from an offer made by one party (the promisor).

• Example: A offers to sell his bike to B for ₹50,000.

2. The Proposal Must Be Accepted (Acceptance)

• The person to whom the offer is made (the promisee) must accept it.

• Example: If B accepts A’s offer to buy the bike for ₹50,000, it becomes a promise.

3. The Acceptance Must Be Communicated

• The offeree must communicate their acceptance clearly to the offeror. Mere silence is not considered acceptance.

4. There Must Be an Intention to Create Legal Relations

• The parties must intend to enter into a legal obligation.

• Social, domestic, or moral agreements do not usually create legal promises.

• Example: A promise to meet a friend for lunch is not legally enforceable.

5. There Must Be Consideration

• As per Section 2(d) of the Indian Contract Act, a promise must be supported by consideration (something of value exchanged between parties).

• Example: A promises to sell his car to B, and B promises to pay ₹3,00,000 in return. This forms a valid promise.

6. The Promise Must Be Clear and Definite

• The terms of the promise should not be vague or uncertain.

• Example: A promises to sell a “vehicle” to B without specifying which vehicle. This promise is uncertain and not valid.

7. The Promise Must Be Lawful

• The promise must be for a lawful object and should not violate any law.

• Example: A promises to pay B ₹10,000 to smuggle goods.