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THE DOCTRINE OF FRUSTRATION: A LEGAL FRAMEWORK

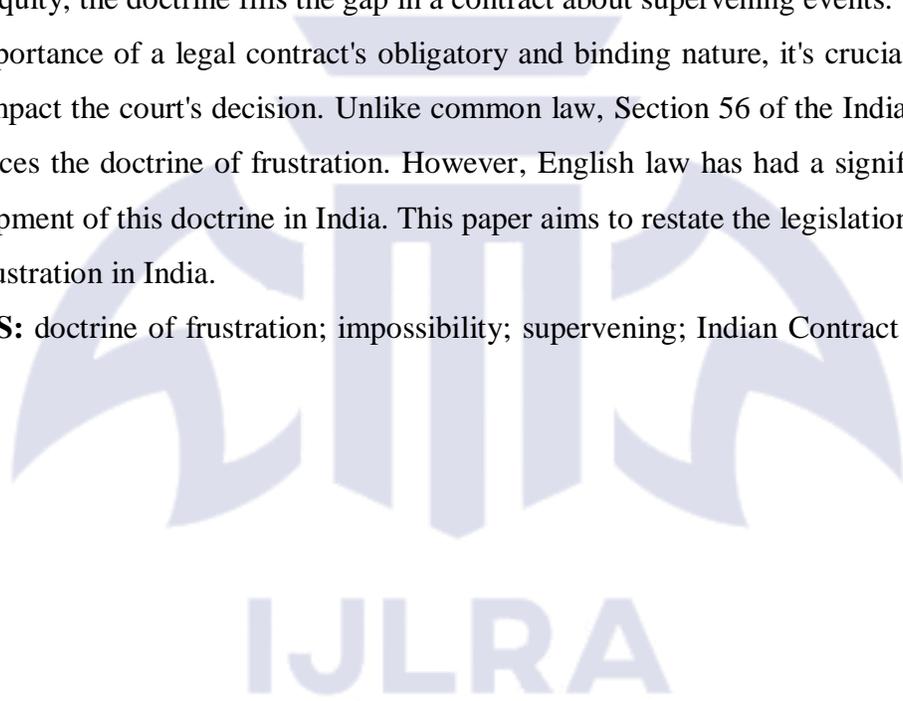
Authored By-Annanya Sukla Satpathy

Abstract

Unexpected supervening events might obstruct the fulfilment of contract obligations, resulting in contractual uncertainty. The doctrine of frustration allows for an equitable outcome in the event of an undesirable incident that occurred without the contractual parties' fault. Based on principles of fairness and equity, the doctrine fills the gap in a contract about supervening events.

Given the importance of a legal contract's obligatory and binding nature, it's crucial to look at the factors that impact the court's decision. Unlike common law, Section 56 of the Indian Contract Act clearly embraces the doctrine of frustration. However, English law has had a significant influence on the development of this doctrine in India. This paper aims to restate the legislation governing the doctrine of frustration in India.

KEYWORDS: doctrine of frustration; impossibility; supervening; Indian Contract Act; unlawful; fulfilment;



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I. Introduction

A *contract* is an agreement between two or more parties that creates legally enforceable or identifiable responsibilities. Unforeseen or supervening events, that is occurrences that are unanticipated or cannot be predicted in advance by either party thus ultimately discharging the parties from their contractual responsibilities, may impair the performance of these obligations.¹

The doctrine of frustration is a ‘doctrine’ that applies to the unique instance of a contract being discharged due to an impossibility to perform it.²The term frustration is not defined under the Indian Contract Act of 1872. The frustration of purpose doctrine, as defined by Black law's dictionary in relation to contracts, is “*the doctrine that if a party's principal purpose is substantially frustrated by unanticipated changed circumstances that party's duties are discharged and the contract is considered terminated.*”³ The term ‘frustration of contract’ is an elliptical expression Indian courts nuanced. The fuller and accurate expression is ‘frustration of the adventure or of the commercial or practical purpose of contract’.⁴ This doctrine is a mechanism for reconciling the rule of absolute contracts with a special exemption that is required in some instances in the interest of justice.⁵

The doctrine is covered by Section 56 of the Contract Act which allows for the termination of a contract due to the impossibility illegality of the act agreed to be performed.⁶ A contract is also frustrated under Section 32 if the contract's requirement is not fulfilled or cannot be fulfilled due to impossibility (Paragraphs 1 & 2 of Section 32, respectively). Nonetheless, the idea is linked to Section 56 in the Indian law. Section 32 only applies when contracts are discharged and parties are released from their duties under the terms of the contract. When contracts are discharged and parties are released from their obligation as a result of external events and factors, Section 56 applies. Courts have used the term ‘frustration’ and ‘impossibility to perform’ interchangeably while explaining the law on the doctrine.⁷ To decide whether the intervening incident has rendered the performance “impossible” under Section 56, it is necessary to lay out the many variables

¹*Satyabrata Ghose v Mugneeram Bangur and Co* AIR 1954 SC 44 [14]; *Dhruv Dev Chand v Harmohinder Singh* AIR 1968 SC 1024 [6].

²*Joseph Constantine Steamship Line Ltd v Imperial Smelting Corporation Ltd* [1942] AC 154.

³Bryan A Garner, *Black's Law Dictionary* (9th edn, West Group 2009)

⁴*Ram Kumar v PC Roy and Co Ltd* AIR 1952 Cal 335 [23]; *Andhra Pradesh Mineral Development Corporation Ltd v Pottem Brothers* 2016 (3) ALT 297 [69].

⁵*Hirji Mulji v Cheong Yue Steamship* [1926] A O 497, 510 (Lord Sumner), *Affid Nirmal Lifestyle Ltd v Tulip Hospitality Services Ltd*, Arbitration Petition No 550, 864 and 891 of 2013 [14] (Bombay High Court, 27 November 2013).

⁶*Boothalinga Agencies v VTC Poriaswami Nadar* AIR 1969 SC 110 [10].

⁷*Satyabrata* (n 1) [10].

considered by courts including the recently developed multifactorial approach.⁸ A variety of elements have been cited by Indian and English courts as having the potential to frustrate a contract. The degree to which the supervening event has influenced the performance is what determines whether the supervening event is frustrating.⁹ This paper aims to restate the current legal status of the *doctrine of frustration* in India.

II. Interpreting The Doctrine Under The Contract Act

Section '56' of the Indian Contract Act, 1872 defines the doctrine of frustration. It states that "an agreement to do an act impossible in itself is void". The Doctrine of Frustration is founded on the adage "*lex non cogitadimpossibilia*", which states that the law will not compel a man to do what he cannot possibly perform.

Contract to do an act that becomes impossible or unlawful after the contract is made: A contract to do an act that becomes impossible or unlawful after the contract is made due to an event that the promisor could not prevent becomes void when the act becomes impossible or unlawful.

Compensation for loss resulting from non-performance of act known to be impossible or unlawful: When one person has promised to do something that he knew or could have known to be impossible or unlawful, but which the promisee did not know, the promisor must compensate the promisee for any loss resulting from the non-performance of the promise.

Section '56' of the Indian Contract Act, 1872 clearly states that if a promisor knowingly commits to do a deed that is impossible to perform and the promisee is unaware of the impossible act, the promisor must compensate the promisee.

Illustrations: If 'A' contracts with 'B' to uncover treasure via magic, the contract is nullified.

The Indian Contract Act of 1872, Section 56, has two characteristics of impossibility:

Initial Impossibility: When an agreement's fulfilment is impossible or impracticable since it was made by parties, the agreement becomes void from the start. Inability encompasses not only physical and material impossibility, but also legal impossibility.

- Example – Against considerably contemplation, 'X' agrees with 'Y' to bring his deceased father back to life. It is an impossible act and this form of contract is initially impossible to fulfil.

⁸*Energy Watchdog v Central Electricity Regulatory Commission* [2017] 14 SCC 80 [39] discussed "multi-factorial approach" as laid down in *Edwinton Commercial Corporation v Tsavliris Russ (Worldwide Salvage and Towage) Ltd* [2007] 2 All ER (Comm) 634 [111].

⁹*National Carriers Ltd v Panalpina (Northern) Ltd* [1981] AC 675, 688 (Lord Hailsham).

Subsequently Impossibility: When a contract's performance was valid and possible when the parties made it, but an event occurs later that makes the act impossible or unlawful, the contract becomes void.

- Example- 'K,' who lives in China, entered into an import deal with 'L,' who lives in India. The Indian government prohibited the import of commodities from other nations after the deal was signed. This contract was legitimate when it was established, but it cannot be performed after this subsequent or impossible event, and it becomes void.

A contract to perform an act that becomes impossible or unlawful is void, according to Section 56. The classic and landmark judgement of *Satyabrata Ghose v Mugneeram Bangur and Co.*¹⁰ provides a full interpretation of the provision. The defendant corporation in this case offered to sell the plaintiff a block of property after developing it by building roads and drains. However, a piece of the scheme's territory was requisitioned for military uses. While applying the concept, the Supreme Court determined that the requisitioning of the region had not seriously hampered the performance of the contract as a whole, and so the contract had not been impossible under Section 56.

III. Grounds Of Impossibility Or Frustration:

- 1. Death or Incapacity of the party to perform the contract:** If the contract's performance is contingent on the existence of a specific person, that person may be excused from performing the contract if that person becomes too unwell to do so. As a result, if the terms or nature of a contract require the promisor to perform personally, his death or incapacity terminates the contract. In the case of *Robinson v. Davison*¹¹, the parties agreed that plaintiff would participate in a concert, but she became too ill at the time of the contract and was unable to do so. As a result, the defendant suffered financial loss and filed a lawsuit against the plaintiff. A contract will be frustrated under certain situations, according to the court.
- 2. Destruction of subject matter of the contract:** The frustration or impossibility doctrine applies "when the contract's actual and specified subject-matter has ceased to exist." In the case of *Howell v. Coupland*¹², the plaintiff and defendant entered into a contract in which the defendant agreed to provide potatoes following cultivation. The defendant, however, was unable to do so since the crops were decimated by disease. The court reasoned that because

¹⁰*Satyabrata Ghose vs Mugneeram Bangur & Co.* 1954 AIR 44, 1954 SCR 310

¹¹*Robinson v. Davison*, (1871) LR 6 Exch 269

¹²*Howell v. Coupland*, (1876) 1 Q.B.D 258.

the crops were completely developed at the time of the contract and were destroyed by diseases, the unexpected event would have been excused and the performance would have become impossible.

3. Non happening of a particular events or Non- occurrence of contemplated events: A contract made by parties at the time it was made is a legitimate contract that can be performed. However, the value of the performance is lost due to the non-occurrence of an event anticipated by both parties as the cause for the contract.

4. Change in Law and Interference of the Government: When a new legislation is established and a contract is made before the law is passed, fulfilment of the agreement is impossible, and the contract is void. In *Metropolitan Water Board v. Dick Kerr and Co. Ltd.*¹³, the appellant and defendant signed a contract in 1914 for the construction of a reservoir, which took six years to complete. The work began at that time, but the government stopped working after two years, in 1916. Because the delay condition was a temporary obstacle, the court determined that the contract was frustrated.

IV. Factors That Do Not Amount To The Frustration Of Contract

The doctrine's application is constrained by contractual conditions as well as the principles of fairness and justness. It is not applicable in circumstances where the factors do not amount to frustration of contract as explained below.

1. Inherent or Foreseeable Risks:

Although not expressly stated, a contract may contain certain inherent or foreseeable risks that must be addressed when applying the theory. Its application cannot be attempted if the parties have or should have recognised the risk of a supervening event occurring because the parties have voluntarily accepted the risk.¹⁴ Contracting comes with its own set of dangers. In a case, a common carrier was required to assure the protection of commodities against all external factors, with the exception of acts of God or state enemies. Because the contract foresaw such a danger, he was held accountable for the products being destroyed when a crowd set fire to them after Smt. Indira

¹³*Metropolitan Water Board v. Dick Kerr and Co. Ltd.*, (1918) A C 119

¹⁴*Panakkatan Sankaran v The District Board of Malabar* AIR 1934 Mad 85 [7]; *Union of India v Chanan Shah Mahesh Dass* AIR 1955 Pepsu 51 [8] [9]; *Ramayya v Firm of Gulfarosh Mohideen Saib Shaik Saib* AIR 1958 AP 576 [16]; *Gujarat Housing Board v Vipul Corporation* AIR 2004 Guj 319 [10]; Pollock (n 53) 894.

Gandhi's assassination.¹⁵ Because this was not an act of God, the common carrier had a responsibility for keeping the carrier safe.

To avoid the doctrine's application, a high degree of foreseeability must be demonstrated.¹⁶ For example, a delay in a construction contract caused by a shortage of skilled labour was found not to have frustrated the contract because the delay did not result in a new state of affairs that the parties could not reasonably foresee.¹⁷

An intentionally taken risk will also prevent the doctrine from being applied. When oil corporations submitted bids with non-escalable tariffs, they were accepting the risk of an unanticipated increase in coal prices.¹⁸

2. Performance Becomes Burdensome Or Onerous:

During the performance, a party may encounter unforeseen events, such as an unusual rise or fall in prices, a rapid depreciation of the currency, any unanticipated hindrance to execution, and so on.¹⁹ However, these factors do not eliminate the deal that was struck. The Supreme Court has stated that courts do not have broad authority to release a party from obligation simply because contract performance has become difficult due to an unexpected turn of events.²⁰ The contract ceases to bind only when a review of the terms of the contract in light of the circumstances at the time it was made reveals that they never agreed to be bound in a fundamentally different situation that had unexpectedly arisen.²¹ As a result, a contract is not automatically cancelled just because it is difficult or onerous to perform.²² The obstacle mentioned in Section 56 is not just a commercial one.²³

Any economic situation, regardless of its severity or impact, cannot be considered impossible. No implied condition of "commercial" impossibility exists.²⁴ The contract cannot be said to be frustrated if the performance is legally and physically possible but commercially unprofitable.²⁵

¹⁵*Lucky Bharat Garage Pvt Ltd v South Eastern Coalfields Ltd* 2011 (2) CGLJ 483.

¹⁶*Pollock* (n 53) 917.

¹⁷*Davis Contractors* (n 23).

¹⁸*Energy Watchdog* (n 8); *Ocean Tramp Tankers Corporation v V/O Sovfracht* [1964] 1 All ER 161.

¹⁹*Travancore Devaswom Board v Thanath International* (2004) 13 SCC 44.

²⁰*ibid*

²¹*Ram Abhoshan v PEC Ltd OMP*, 444/2015 (Delhi High Court, 14 November 2018) [12], citing *M/s Alopi Parshad and Sons Ltd v Union of India* 1960 (2) SCR 793.

²²*Today Homes and Infrastructure Pvt Ltd v Jitender Singh OMP* 13/2012 (Delhi High Court, 11 December 2014) [9]; Lord Hailsham, Halsbury's Laws of England, Contract (9(1) vol, 4th edn, Butterworths 1998) 455.

²³*Sri Amuruvi Perumal Devasthanam v KR Sabapathi Pillai* AIR 1962 Mad 132 [15].

²⁴*Roy Grenville McElory, Impossibility of performance* (first published, Cambridge 1941) 194.

²⁵*Blackburn Bobbin Co Ltd v Allen (TW) & Sons Ltd* [1918] 1 KB 540 and *Re Comptoir Commercial, Annersois and Power Son & Co* [1920] 1 KB 868, affd in *Sri Amuruvi Perumal Devasthanam v KR Sabapathi Pillai* AIR 1962 Mad 132 [15].

Treitel emphasised that a price increase that makes the contract more expensive to execute does not constitute "hindrance."²⁶ For example, in a contract, the phrase "hinders the delivery" should not simply refer to a price increase, but to a substantial impediment to the contract's overall performance.²⁷

3. Self-Induced Frustration Or Cases Where The Frustration Could Be Prevented:

Non-performance is excused if a party can demonstrate that: (1) The non-performance was caused by an impediment beyond its control,(2) it could not have reasonably foreseen the impediment at the time the contract was made, and(3) it was unable to avoid or overcome the impediment or its effects.²⁸

A party cannot depend on its own fault to exempt itself from contract liability.²⁹The party who claims that the frustration was self-induced bears the onus of proof.³⁰ A party does not have to prove that the event happened because of his fault.³¹ In one case, the charter-party performance was rendered impossible due to a violent explosion in the chartered ship's boiler. The ship's owners did not have to prove their innocence, but the party alleging self-induced frustration did.³²

In another instance, a contract cannot be considered to be frustrated if the plaintiff did nothing to obtain additional government approval to purchase the remaining 20 bighas of land after receiving permission for 145 bighas, although knowing that the government would not grant permission for the entire land at once.³³ As a result, Section 56 does not apply³⁴ in circumstances of self-induced impossibility that might have been avoided by the party in question, and it will be considered a breach of contract, with the party responsible for the breach obligated to compensate the other

²⁶*Treitel, Frustration and Force Majeure* (3rd edn, Sweet & Maxwell 2014) [15-158]; *Tennants (Lancashire) Ltd v GS Wilson and Co Ltd* [1917] AC 495

²⁷*Peter Dixon and Sons Ltd v Henderson, Craig and Co Ltd* [1919] 2 KB 778, affd *Energy Watchdog* (n 8) [43].

²⁸*The UNIDROIT Principles*, art 7.1.7, < <https://www.unidroit.org/instruments/commercial-contracts/unidroit-principles-2010/404-chapter-7-non-performance-section-1-non-performance-in-general/1050-article-7-1-7-force-majeure> > accessed 10 August 2019; *Central Bank of India Staff Co-operative Building Society Ltd v Dulipalla Ramachandra Koteswara Rao* AIR 2004 AP 18 [39].

²⁹*Maritime National Fish Ltd v Ocean Trawlers Ltd* AIR 1935 PC 128 [16]; *GA GaliaKotwala and Co Ltd v KRL Narasimhan and Brother* AIR 1954 Mad 119 [15] [16]; *DR Mehta v Tin Plate Dealers Association Ltd* AIR 1965 Mad 400 [7] [8]; *Siddhivinayak Realties Pvt Ltd v V Hotels Ltd* Arbitration Petition No 667 and 629 of 2011 (Bombay High Court, 10 May 2013) [121]; *Nirmal Lifestyle Ltd v Tulip Hospitality Services Ltd*, Arbitration Petition No 550, 864 and 891 of 2013 [20] (Bombay High Court, 27 November 2013); *Balwinder Singh v State of Punjab* (2017) 185 PLR 356 [16].]

³⁰*MD Army Welfare Housing Organisation v Sumangal Services Pvt Ltd* AIR 2004 SC 1344 [120].

³¹*Michael Furmstone*, Cheshire, Fifoot and Furmston's Law of Contract (14th edn, Oxford 2005) 643.

³²*MD Army Welfare Housing Organisation v Sumangal Services Pvt Ltd* AIR 2004 SC 1344 [120].

³³*Gian Chand v York Exports Ltd* AIR 2014 SC 3584 [10].

³⁴*Eacom's Control (India) Ltd v Bailey Controls* 74 (1998) DLT 213; *Union of India v Modi Korea Telecom Ltd*(2009) 2 Arb LR 553 [21].

party.³⁵

4. Executed Contract:

When an obligation that has yet to be fulfilled becomes difficult or impractical to fulfil, the notion of frustration kicks in. The theory can only be applied to executory contracts, not executed contracts or transactions that result in a *demise in praesenti*.³⁶ A division bench of the Delhi High Court used the example of a retailer who purchased products from a manufacturer and received agreed-upon amounts in exchange for half payment. Now, if the market was saturated with cheaper imported goods as a result of the change in import policy, the retailer could not claim frustration and ask the Court to lower the price and free him of the responsibility to pay the wholesaler the rest of the sale consideration.³⁷

A completed conveyance differs from an executory contract in that a completed transfer cannot be revoked by subsequent occurrences.³⁸ Because the lease deed is a completed conveyance, Section 56 can apply to a lease agreement but not to the lease deed.³⁹ The lease deed takes the place of the lease agreement as soon as it is executed.

5. The Foundation Is Not Substantially Damaged:

As it has been established, the doctrine of impossibility, which is based on fairness and common sense, cannot be allowed to be used to undermine contract sanctity.⁴⁰ In a recent decision, the Supreme Court ruled that if the leased property is not substantially destroyed or rendered permanently unfit, the lessee cannot terminate the lease on the grounds that he is unable to utilise it for the purposes for which it was rented.⁴¹ In another judgment, the Supreme Court ruled that the contract is not broken when there is still time to apply for approval.⁴² To maintain the defence of impossibility, the contract's foundation must be substantially destroyed. This doctrine will not provide relief if a party fails to show how two minor cyclones have damaged the contract's

³⁵GaliaKotwala and Co Ltd v KRL Narasimhan and Brother AIR 1954 Mad 119 [15] [16].

³⁶HV Rajan v CN Gopal AIR 1975 SC 261.

³⁷Airports Authority of India v Hotel Leelaventure Ltd 231 (2016) DLT 457.

³⁸Dhruv Dev (n 1).

³⁹ ibid, overruling the judgment of Punjab High Court in *Gurdarshan Singh S/o Dalip Singh v Bishan Singh S/o Uttam Singh* AIR 1963 P&H 49, in which the court applied the doctrine to a contract of lease; *Abdul Hashem v BalahariMondal* AIR 1952 Cal 380; *Courts of Wards Dada Siba Estate v Raja Dharan Dev Chand* AIR 1961 Punj 143; *Sri AmuruviPerumalDevasthanam v KR Sabapathi Pillai* AIR 1962 Mad 132 [25]; *Rahim Bux v Mohammad Shaft* AIR 1971 All 16.

⁴⁰*Ganga Singh v Santosh Kumar* AIR 1963 All 201 [11].

⁴¹*Dhruv Dev* (n 1).

⁴²*GovindbhaiGordhanbhai Patel v Gulam Abbas MullaAllibhai* AIR 1977 SC 1019.

essentials.⁴³

V. Differentiating Section 32 & Section 56 Of The Contract Act

Both Sections 32 and 56 of the Contract Act apply to cases of contract frustration, and it is crucial to understand the differences between the two. The party(ies) may consider Section 56 as a better option than Section 32. This incentive is the compensation that a party that suffers a loss due to the failure to do an act that is known to be impossible or unlawful may get under the third paragraph of Section 56.⁴⁴

Technically, the contract can be discharged under Sections 32 and 56 due to the impossibility of certain future events. Section 32 deals with a contingent contract whose survival is dependent on the fulfilment of a condition. If the criterion is not met, a contingent contract will dissolve on its own, but Section 56 is invoked when a contract becomes impossible to perform due to an external force.⁴⁵ As a result, "it is occasionally a matter of doubt whether a contract belongs under Section 32 or Section 56."⁴⁶

The Supreme Court stated in *Satyabrata* case that:

In cases, therefore, where the Court gathers as a matter of construction that the contract itself contained impliedly or expressly a term, according to which it would be discharged on the occurrence of certain circumstances, the dissolution of the contract would take place under the terms of the contract itself, and such cases would be outside the purview of Section 56 entirely. Although these cases are handled as cases of frustration in English law, they would be dealt with in India under Section 32 of the Contract Act, which deals with contingent contracts and other related clauses.⁴⁷

Section 32 will apply not only to contracts that expressly include a condition on which performance is contingent, but also to contracts that include an inferred condition.⁴⁸ For example, if the sale of land is impliedly contingent on the permission of other joint owners to the partition, the contract is a contingent transaction.⁴⁹

⁴³*Airports Authority of India v Hotel Leelaventure Ltd* 231 (2016) DLT 457.

⁴⁴*Kirpal Das Jivraj Mal v Manager, Encumbered Estates* AIR 1936 Sindh 26 [6].

⁴⁵*Durga Devi Bhagat v JB Advani and Co Ltd* 1970 CWB 528 [35], referring to *Satyabrata* (n 1).

⁴⁶*Kirpal Das Jivraj Mal v Manager, Encumbered Estates* AIR 1936 Sindh 26 [6].

⁴⁷*Satyabrata* (n 1) [18].

⁴⁸*ibid*; *Chandnee Widyavati Madden v Dr CL Katial* AIR 1964 SC 978 [6]; *Bishambhar Nath Agarwal v Kishan Chand* AIR 1998 All 195 [21].

⁴⁹*Kirpal Das Jivraj Mal v Manager, Encumbered Estates* AIR 1936 Sindh 26 [5].

This means that, even though the condition is suggested by nature, its non-fulfillment should trigger Section 32 rather than Section 56. However, courts have occasionally handled similar instances under Section 56 rather than Section 32. The Supreme Court, for example, looked into a case where obtaining permission was impliedly required to sell the land. It instructed the respondent to seek permission from the competent authority, stating that "unless the competent authorities have been moved and the application for consent/permission/sanction has been rejected once and for all and such rejection has made finally irresolutely binding and rendered impossible the performance of the contract resulting in frustration as envisaged under Section 56, the relief cannot be refused for the mere pointing out of some obstacles."⁵⁰



⁵⁰*Nirmala Anand v Advent Corporation Pvt Ltd* AIR 2002 SC 3396 [17].

VI. Conclusion

The doctrine of frustration, enshrined in Section 56 of the Indian Contract Act, gives the party(ies) a way out if the performance is rendered impossible due to a supervening event that is not their fault. The doctrine's application calls into question the contract's sanctity in specific new conditions. English courts developed several theories to justify the doctrine's use in specific circumstances, however Indian law has codified the doctrine in Section 56, eliminating the need to develop and apply theories to justify the doctrine's application.

The factors and circumstances that courts consider when evaluating whether Section 56 is applicable or not have been discussed in depth in this Paper. Situations in which the contract's subject matter has been destroyed, performance has become illegal, the reason for entering into the contract has been lost, performance has been excessively delayed, or the performer has died or is incapable of performing are all examples of factors that would trigger Section 56's provisions. When the risk is inherent in the contract; frustration is self-inflicted; the contract is an executed contract; the contract can still be performed; or the deal's foundation is not substantially broken; these are examples of conditions that would not draw the provisions of Section 56. While there have been multiple instances of Indian courts incorrectly applying Section 56 to cases of contingent contracts, if the reasons and conditions that lead to contract frustration are addressed in a contract, the contract should be governed by Section 32 rather than Section 56. However, if the contract's provisions do not account for the degree of the intervening elements and situations that truly interfere with the performance of the relevant contract, the contract may be discharged under Section 56 despite the express clause. By including well-drafted and explicitly specified terms in the contract, such as a force majeure clause, the contracting parties can escape the realm of uncertainty created by any future event. Such clauses may divide the risk of a subsequent incident amongst the parties. However, the scope of such a provision will determine whether or not it covers the supervening event; otherwise, Section 56 may be required. Commercial and market practises are mostly used to interpret the phrase in order to define its scope. The doctrine's and clauses like force majeure clauses' restrictive application favours the enforceability of rights and responsibilities under a contract, which is crucial to protect the parties' trust. While the doctrine of frustration has its origins in common law, its codification in Section 56 and advancement under Indian law are notable and consistent.