

CERTAIN RELATIONS  
RESEMBLING THOSE  
CREATED BY CONTRACT  
SS. 68-72

Quasi-contracts

# Introduction

- ⦿ Though contract is a voluntary act of parties law imposes contractual relation between them without their knowledge
- ⦿ Not a contract but resembles like contract with same effects.

Basis/  
Rationale

Theory of unjust enrichment

Theory of implied-in-fact  
contract

Law as well as justice should try to prevent '*unjust enrichment*' i.e., enrichment of one person at the cost of another.

Notional, fictional or imputed promise to pay

## S. 68 Claim for necessities supplied to person incapable of contracting, or on his account

If a person, incapable of entering into a contract, or any one whom he is legally bound to support, is supplied by another, person with necessities suited to his condition in life, the person who has furnished such supplies is entitled to be reimbursed from the property of such incapable person.

### *Illustrations*

- (a) A supplies B, a lunatic, with necessities suitable to his condition in life. A is entitled to be reimbursed from B's property.
- (b) A supplies the wife and children of B, a lunatic, with necessities suitable to their condition in life. A is entitled to be reimbursed from B's property.

## S.69 Reimbursement of person paying money due by another, in payment of which he is interested

A person who is interested in the payment of money which another is bound by law to pay, and who therefore pays it, is entitled to be reimbursed by the other.

### *Illustration*

- ⦿ B holds land in Bengal, on a lease granted by A, the *zamindar*. The revenue payable by A to the Government being in arrear, his land is advertised for sale by the Government. Under the revenue law, the consequence of such sale will be the annulment of B's lease. B, to prevent the sale and the consequent annulment of his own lease, pays to the Government the sum due from A. A is bound to make good to B

## S.70 Obligation of person enjoying benefit of non-gratuitous act

Where a person lawfully does anything for another person, or delivers anything to him, not intending to do so gratuitously, and such other person enjoys the benefit thereof, the latter is bound to make compensation to the former in respect of, or to restore, the thing so done or delivered.

### *Illustrations*

- (a) A, a tradesman, leaves goods at B's house by mistake. B treats the goods as his own. He is bound to pay A for them.
- (b) A saves B's property from fire. A is not entitled to compensation from B, if the circumstances show that he intended to act gratuitously.

# S.71 Responsibility of finder of goods

A person who finds goods belonging to another, and takes them into his custody, is subject to same responsibility as a bailee.

## Duties of bailee

1. Reasonable care
2. No unauthorized use
3. Not to mix
4. **To return**
5. Not to set up *jus tertii*
6. To return increase

## S.72 Liability of person to whom money is paid or thing delivered by mistake or under coercion

A person to whom money has been paid, or anything delivered, by mistake or under coercion, must repay or return it.

### *Illustrations*

- (a) A and B jointly owe 100 rupees to C. A alone pays the amount to C, and B, not knowing this fact, pays 100 rupees over again to C. C is bound to repay the amount to B.
- (b) A railway company refuses to deliver up certain goods to the consignee, except upon the payment of an illegal charge for carriage. The consignee pays the sum charged in order to obtain the goods. He is entitled to recover so much of the charge as was illegally excessive.