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Mulla's The Indian Contract Act by HS Pathak, NM Tripathi, Bombay

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Mulla's the Indian Contract Act, (Student's Edition) (11th Edition 1990) By H.S. Pathak, Tripathi pp. cxi + 340 Price Rs. 65

Mulla in the field of Contracts is a celebrity. The first edition of this book appeared in the year 1921. The book under review is the eleventh edition. It is needless to say that this work on the Indian Contract Act¹ substantially served that interests of the students during all these years. As far as this edition is concerned, the author deserves appreciation as he was shown meticulous care in order to keep intact the original scheme and approach.

The book is divided in XI chapters. Strictly speaking, the mention as to two chapter viz., Chapter VII and XI dealing with sale of goods and partnership respectively could have been avoided as they were repealed from the Act long back. A synopsis of the general principles of contracts is repeated like in previous editions.²

After briefly commenting on the historical perspective of the Act and definitional aspects, a detailed explanation of all the provisions of the Act in the light of relevant judicial decisions, both of Indian and English origin has been made.

So far as the case law on the Act is concerned, the author could have taken required care to see that latest cases have been referred to at appropriate places. Throughout the commentary, reference as to very old decisions has been made and very rarely one would come across recent decisions. For instance, while commenting on the English rules as to Communication of Acceptance, the author has failed to make a mention as to *Brinkibon Ltd's* case³ which in fact endorsed the decision of Lord Denning in *'Entores'* case⁴ through with some reservations.

In the same way, while commentiiing on Section 127 of the Act,⁵ the author could have referred to *'Perry Lease Ltd'*⁶ case which is a recent decision in this regard. The book can be made more useful if the author attempted his own critical comments on the judicial decisions.

In order to keep students abreast of the changes and developments in the system, it is always better to inculcate a sense of awareness about the recommendations of the Law Commission. No doubt, the contribution from Law Commission in this regard is very limited. Nevertheless, it is always useful to incorporate the same at the appropriate places, in order to motivate the inquisitive students to seek further illumination.

In this context the author could have made an attempt to mention the recommendations on the 'Promissory Estoppel' and relevant judicial decisions.⁷ All these

1 References hereinafter to the Act are to the Indian Contract Act, 1872.

2 Pp. ix-xviii.

3 (1982) 2 WLR 264.

4 (1955) 2 q.b. 327.

5 S. 127 deals with consideration for guarantee. Even till date there is no judicial consistency in its interpretation. The entire unresolved question centres around whether past consideration could be construed as good consideration for the purpose of surety.

6 (1987) 2 All ER 373.

7 *M.P. Sugar Mills v State of Uttar Pradesh* AIR 1979 SC 621; *Bhim Singh v State of Haryana* AIR 1980 SC 768 etc.

suggestions would go a long way in maintaining the standards of Tripathi. These limitations apart, the book is a signal contribution to the existing literature in this field. The print and get-up of the book is decent and the price is reasonable.

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