



## **FACULTY OF JURIDICAL SCIENCES**

**COURSE: B.A.LL.B. 1st Semester**

**SUBJECT: ADVANCE LEGAL WRITING SKILL-I**

**SUBJECT CODE: BAL 108**

**LECTURE; 13**

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# Lecture-13



## LEGAL

Conforming to the law; required or permitted by law; not forbidden by law.

The term legal is often used by the courts in reference to an inference of the law for mulated as a matter of construction, rather than established by actual proof, such as legal malice.

## Illegal

1) adj. in violation of statute, regulation or ordinance, which may be criminal or me rely not in conformity. Thus, an armed robbery is illegal, and so is an access road which is narrower than the county allows, but the violation is not criminal.

2) a person residing in a country of which he/she is not a citizen and who has no of ficial permission to be there

## Enforceable

1. To compel observance of or obedience to: enforce a law.

2. To impose (a kind of behavior, for example): enforce military discipline.

3. To give force to; reinforce: "enforces its plea with a description of the pains of h ell"

An **unenforceable** [contract](#) or transaction is one that is valid but one the court will not enforce. Unenforceable is usually used in contradiction to [void](#) (or *void ab initio*) and [voidable](#). If the parties perform the agreement, it will be valid, but the court will not compel them if they do not.

An example of a transaction which is an unenforceable contract is a contract for [prostitution](#) under [English law](#). Prostitution is not actually a [crime](#) under English law, but both soliciting a prostitute and living off the earnings of a prostitute are criminal offences. Yet so long as the contract is fully performed, it remains valid. However, if either refuses to complete the bargain (either the prostitute after being paid or the payer after receiving the services), the court will not assist the disappointed party.

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Sometimes, contracts may be enforceable one way and unenforceable the other way. Again, there is an example from the field of prostitution. In Germany, where prostitution is also legal, [a law exists](#) that - once a contract has been entered into - makes a prostitute's demands for payment legally enforceable (even via collection agencies and courts if necessary), but the John's demands for fulfillment of the contract and rendition of sexual services unenforceable. German lawmakers made only the claims of prostitutes enforceable because they intended for German prostitution law to protect only prostitutes, without helping or furthering the interests of buyers of sexual services.

### **Legitimate**

To make lawful, such as when a child is born prior to the parents' marriage and the y subsequently wed and thereby confer upon the child the same legal status as thos e born in lawful wedlock.

That which is lawful, legal, recognized by law, or in accordance with law, such as l egitimate children or legitimate authority; real, valid, or genuine.

### **Illegitimate**

not recognized by the law as offspring specifically : born out of marriage. Note:

An illegitimate child is usually legitimated by his or her parents' later marriage.

## **MCQ**

1. An agreement to commit a tort is a) Void

b) Voidable c) Valid

d) Unenforceable

2 Agreement to murder a person a) Cannot be enforceable by law b) Is valid in law

c) In invalid for want of consideration d) Has no consensus ad idem

3. Agreements that do not give rise to contractual obligations are not contracts.

- a) True
- b) Partly True c) False
- d) None of the above

4. A invites B for his son's wedding.

B accepts the invitation. In this case, there is an agreement but no contract, since a)  
There is no consideration

- a) There is no intention to create legal relationship
- b) There is no written document
- c) There is no formal acceptance of the offer

5. A invites B for coffee in coffee-day restaurant and B accepts the invitation.

On the appointed date, B goes there but A

is not found. In this case

- a) B has no remedy against A
- b) B has to wait for another invitation from A
- c) B has the right to sue A for not honoring his words
- d) A has to invite B again, to perform the

promise.