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FACULTY OF JURIDICAL SCIENCES

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

SUBJECT: ADVANCE LEGAL WRITING SKILL-I

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LECTURE: 9

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Lecture-9



WORD MEANING

Void:

The term void has a precise meaning that has sometimes been confused with the more liberal term voidable. Something that is voidable may be avoided or declared void by one or more of the parties, but such an agreement is not void per se.

A void contract is not a contract at all because the parties are not, and cannot be, bound by its terms. Therefore, no action can be maintained for breach of a void contract, and it cannot be made valid by ratification. Because it is nugatory, a void contract need not be rescinded or otherwise declared invalid in a court of law.

A void marriage is one that is invalid from its inception. In contrast to a voidable marriage, the parties to a void marriage may not ratify the union by living together as Husband and

Wife. No Divorce or Annulment is required. Nevertheless, parties frequently do seek, and are permitted to seek, such a decree in order to remove any doubt about the validity of the marriage. Unlike a voidable marriage, a void marriage can be challenged even after the death of one or both parties.

In most jurisdictions a bigamous marriage, one involving a person who has a living spouse from an undissolved prior marriage, is void from the outset. In addition, sta

tutes typically prohibit marriage between an ancestor and descendant; between a brother and a sister (whether related by whole blood, half blood, or Adoption); and between an uncle and niece or aunt and nephew.

A judgment entered by a court is void if a court lacks jurisdiction over the parties or subject matter of a lawsuit. A void judgment may be entirely disregarded without a judicial declaration that the judgment is void and differs from an erroneous, irreg

ular, or voidable judgment. In practice, however, an attack on a void judgment is commonly used to make the judgment's flaw a matter of public record.

A law is considered void on its face if its meaning is so vague that persons of ordinary intelligence must guess at its meaning and may differ as to the statute's application (*Connally v. General Construction Co.*, 269 U.S. 385, 46 S. Ct. 126, 70 L. Ed. 2d 322 [1926]). DUE PROCESS requires that citizens receive fair notice of what sort of conduct to avoid. For example, a Cincinnati, Ohio, city ordinance made it a criminal offense for three or more persons to assemble on a sidewalk and conduct themselves in a manner that was annoying to passersby. A conviction carried the possibility of a \$50 fine and between one and thirty days imprisonment. The U.S. Supreme Court reversed the convictions of several persons found guilty of violating the ordinance after a demonstration and picketing (*Coates v. Cincinnati*, 402 U.S. 611, 91 S. Ct. 1686, 29 L. Ed. 2d 214 [1971]). The Court ruled that the ordinance was unconstitutionally vague because it subjected citizens to an unascertainable standard. Stating that "conduct that annoys some people does not annoy others," the Court said that the ordinance left citizens to guess at the proper conduct required. The Court noted that the city could lawfully prohibit persons from blocking the sidewalks, littering, obstructing traffic, committing assaults, or engaging in other types of undesirable behavior through "ordinances directed with reasonable specificity toward the conduct to be prohibited."

Void Agreement:

An agreement not enforceable by law is said to be void' [Section 2 (g)]. Thus a void agreement does not give rise to any legal sub-sequences and is a nullity in the eyes of law. It is void from the very beginning e.g., an agreement with a minor or a person of unsound mind. Similarly in various other Sections of the Indian Contract

Act, certain agreements are declared void like agreements in restraint of trade, marriage, etc. In all such cases no legal rights are created and no legal obligations are imposed on the parties.

A void agreement should be distinguished from a 'void contract'. A void agreement never amounts to a contract as it is void from the very beginning. A 'void contract' is valid when it is entered into, but subsequent to its formation something happens which makes it unenforceable by law.

Valid contracts:

A valid contract is an agreement enforceable by law. It satisfies all the essential requirements of a valid contract as laid down by Section 10 of Indian Contract Act. If one or more of these elements are missing, the contract is not valid.

Examples of Void Contracts

When a contract is void, it cannot be altered or amended. Instead, the contract is typically canceled completely by the court interpreting the contract. There are several circumstances in which a contract will be found void (as distinguished from voidable). One void contract example is a contract that involves illegal behaviors, such as criminal activity or gambling. If you enter into a contract to kill another person, that is a void contract, because you cannot contract to do something illegal. Another example of a void contract is one that is entered into by a person suffering from a mental illness that renders her mentally incompetent.

If the contract is impossible to perform, it can also be found void. An example of a void contract that is impossible to perform is one in which the initial elements of the contract no longer exist. For instance, if the contract is to paint a house and the house burns down in a fire, it is impossible to perform and any contract is void.

Contracts that hinder a person's rights or actions are also void. A contract that interferes with someone's right to travel is a void contract, for example.

MCQ

1) Give correct answer :

- A) Void agreements are always illegal.
- B) Illegal agreements are always voidable .
- C) Illegal agreements are always Void.
- D) Voidable contract are always illegal.

2) A contract is :

- A) A set of promise forming consideration for each other.
- B) An agreement acceptable to both the parties about common thing.
- C) An understanding between the parties about a common thing.
- D) An agreement enforceable by law.

3) A person has the capacity to contract :

- A) He is a major and sound mind.
- B) If he can fully understand the nature of his contract .
- C) If he is not disqualified from contracting by any law to which he is subject .

D) If he fulfill all the above conditions.

4) A agrees to sell to B 1000 mounds of rice at a price to be fixed by C :

A) Valid

B) Void for uncertainty

C) voidable at the option of B.

D) Voidable at the option of C.

5) If an infant obtains property or goods by misrepresenting his age, he may be compelled to return the same....

This is known as :

A) Redemption

B) Subrogation

C) Restitution

D) Contribution