

Legal rules of consideration

i) Consideration must move at the desire of the promisor: In order to constitute consideration the act or abstinence forming the consideration for the promise must be done at the desire or request of the promise. Thus an act done or services rendered voluntarily, or at the desire of the third party, will not amount to valid consideration so as to support a contract. The logic for this may be found in the worry and expense to which every one might be subjected, if he were obliged to pay for services which he does not need or require.

ii) Consideration may move from promisee or any other person: Consideration need not move from the promisee alone but may proceed from third party. Thus as long as there is a consideration for a promise, it is immaterial who has furnished it. It may move from the promisee or from any other person. This means that even a stranger to the consideration can be a party to a contract, provided he is a party to the contract. This is sometimes called as doctrine of constructive consideration.

iii) Consideration may be past, present or future: The words, has done or abstained from doing or does or has abstained from doing or promises to do or to abstain from doing or promises to do or to abstain from doing. Consideration may consist of either something done or not done in the past or done or not done in the present, or promised to be done or not done in the future.

iv) Consideration need to be adequate: It means that consideration is that it must be something to which the law attaches a value. The consideration need not to be adequate to the promise for the validity of an agreement. The law only insists on the presence of consideration and not on the adequacy of it. It leaves the people free to make their own bargains. Which has a tendency to be injurious to the public or against the public good?