

LEGAL RULES RELATED TO OFFER

a) Offer must be communicated: It is true that one cannot make an offer to oneself. The offer should be communicated to the person to whom it is made. It is obvious that a promise cannot give any response to the offer unless it is communicated to him. Communication is must when there it is specific or general offer.

b) Offer may be general or specific person: Even though it is mentioned in the definition of the offer that offer must be made to a specific person but the court is the view that it can be made to a public at large. When offer is made to a specific person then only that person is duly authorized agent has a right to accept it or not. When it is made to a general public them it can be accepted by anyone.

a) Offer must be made to obtain the assent of another: An offer must be made with the motive of obtaining the assent of the other party. A mere statement of intention to make an offer is not an offered.

b) Offer should be clear and specific: It means the terms of offer should be clear, specific and not vague. If the terms are not clearly stated then even through accepted it will not create a valid contract. E.g. A said to B, I will sell you oil at a reasonable price. Since the terms are not clear, hence no contract.

c) Different from imitation to offer: An offer must be distinguished from more imitation to offer sometimes certain actions seems to be an offer but actually are not so. E.g. catalogues and price list.

d) No term the non compliance of which amount to acceptance: An offer should not contain any such term the non compliance of which amounts to acceptance as one cannot say while making the offer that if the offer is not accepted before a certain date, it will be presumed to have been accepted. E.g. A boy proposes a girl for marriage and said if you don't reply I assume it to be yes from your side.

e) It should not be in the form of order: An offer should be in the mode of the proposal and not order. Order is imposed on the promise while offer is first to obtain his or her willingness on the subject matter of contracted e.g. A teacher said to student you have to take coaching from me else I will fail you in exam.

f) Counter offer is the rejection of original offer: Counter offer is the rejection of the original offer. Once the counter offer is made at that very moment the original offer loses its significance.

Offer may be express or implied: i) Express offer: An offer in which terms are made clear by both the parties in written or spoken words. ii) Implied offer: It is an offer which is not directly made to the second party but it is the result of circumstances.

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