

# QUASI CONTRACTS

- Under certain circumstances, a person may receive a benefit to which the law regards another person as better entitled or for which the law considers he should pay to the other person even though there is no contract between the parties.
- Such contracts are termed as quasi contracts ,because although there is no contract or agreement between the parties, they are put in the same position as if there were a contract between them.
- A Quasi Contract rests on the ground of equity that a person shall not be allowed to enrich himself unjustly at the expense of another.

# Kinds of Quasi Contracts

- 1. Supply of Necessaries (Sec.68)
- 2. Payment by an interested Person (Sec.69)
- 3. Obligation to pay for non-gratuitous acts (Sec.70)
- 4. Responsibility of Finder of Goods (Sec.71)
- 5. Mistake or Coersion (Sec.72)

# Quantum Meruit

- The claim for Quantum meruit arises in the following cases:
- 1. When an agreement is discovered to be void
- 2. When something is done without any intention to do so gratuitously
- 3. When there is an express or implied contract to render services but there is no agreement as to remuneration

- ④ 4. When the completion of the contract has been prevented by the act of the other parties to the Contract
- ④ 5. When a Contract is divisible
- ④ 6. When an indivisible contract is completely performed but badly