**INTRODUCTION TO CONSIDERATION**

Consideration’ means “something in return”, i.e. quid pro quo that is an essential element to find out the genuine intention of the parties of the promise to create legal relationship. Consideration is an essential component of a valid contract. Consideration is the price for the contract. An agreement without consideration is void and thus not enforceable by law except under certain circumstances. According to Sir Frederick Pollock. Consideration is the price for which the promise of the other is bought, and the promise thus given for value is enforceable.” An agreement without consideration is a bare promise and exnudo pacto non aritio actio, i.e., cannot be held to binding on the parties.

**What is a Consideration?**

Consideration is the price of the contract and it can be right, interest or responsibility etc. According to section 2(d) of the Indian Contract Act “when at the desire of the promisor, promisee or any other person has done or abstained from doing or does or abstains from doing or promises to do or to abstain from doing something, such act or abstinence, or promise is called a consideration for the promise.”

When we say that consideration is an act it acquires an affirmative tone. For example A promise to pay ` 10,000 to B if B will sell his mobile to him. When we say that consideration is abstinence or forbearance it acquires negative tone. It means one party agree not to do something in lieu of the promise of other party of the contract. Thus one party may be able to benefit due to the abstinence of another who refrains from some gain.

**Example :**

A offers to sell his car to B for a sum of ` 1,00,000. B accepts the offer. In this contract,

A is the promisor and it is his desire to sell his car for ` 1,00,000

B is the promisee and on the desire of A he is purchasing the car for ` 1,00,000.

The consideration for A’s promise, is a sum of ` 1,00,000 while consideration for B’s promise is the car.

Section 2(d) in The Indian Contract Act, 1872 When, at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing, something, such act or abstinence or promise is called a consideration for the promise;

Consideration is defined in Section 2(d) of the Indian Contract Act, 1872, as “When at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or abstain from doing something, such act or abstinence is called a consideration for the promise.” Consideration means some act, abstinence or promise on the part of the promisee or any other person done at the desire of the promisor.

Firstly, consideration must have some values in the eyes of the law and must be real. In White v Bluett, the defendant owed a sum of money under a promissory note to his father. The defendant, day and night, complained to his father that he was not treated equally. Thereupon, the father promised to discharge him of all liability in respect of the promissory note, if he stopped complaining. The consideration was not valid; it was illusory.

Secondly, consideration must be something which the promisee is not already bound to do. Performance of a legal duty is not a consideration for a promise. Performance of a legal obligation is not a consideration for a promise. In Ramchandra Chintaman v Kalu Raju, there was a promise to pa the lawyer an additional amount if the suit was successful. The promise was void as it was the legal obligation of the lawyer to win the case. In Collins v Godefroy, a lawsuit was going on in which Godefroy is a party. The court sent a summons to Collins to appear as a witness. Godefroy promised to reimburse the expenses incurred by Collins. It was held that Godefroy was not obliged to pay as Collins was performing his legal duty.

Thirdly, forbearance to sue is a valid consideration as it is abstinence to do an act. In Debi Radha Rani v Ram Das, a wife was ready to sue her husband for maintenance allowance but had forborne to sue as the husband agreed to pay her a monthly stipend. It was held that promise not to sue is the abstinence to do an act and thus, a valid consideration.

Fourthly, consideration must not be adequate. The courts do not inquire into the adequacy of consideration. The adequacy of consideration is for the parties to consider at the time of the contract. If the consent of the parties is obtained freely, the inadequacy of consideration will not matter. If the consent is not free, the inadequacy of consideration will matter.

Consideration Section 2(d) of the Indian Contact Act defines consideration as “when at the desire of the promisor, promisee or any other person has done or abstained from doing or does or abstains from doing or promises to do or to abstain from doing something, such act or abstinence, or promise is called a consideration for the promise.” Consideration must proceed at the desire of the Promisor Consideration may move from the promisee or any other person: Privity of Contract Consideration may be a promise to do something or abstain from doing something Consideration may be past, present or future There must be independent consideration to support each independent promise Consideration must have some value in the eyes of Law though it need not be adequate Consideration must be real and not illusory, impossible uncertain, ambiguous, fraudulent, immoral or opposed to public policy

Consideration is defined under [Section 2d](https://indiankanoon.org/doc/877630/) of the Indian Contracts Act, 1872. It is defined as when the promisee at the request to the promisor has:

* Done or abstained from doing something,
* Does or abstains from doing something,
* Promises to do or abstain from something,
* Then such act or abstinence is called consideration.

**Why do we need consideration**

Only the promises that are backed by consideration are enforceable because any promise made without any obligation is usually very rash and without any sort of deliberation. The reason for making consideration an essential part of a contract is because it levies a sort of burden on the parties to fulfil the terms of the contract. For Example, if, A promises to give B a car without B doing or abstaining to do anything for it, makes the promise by an unenforceable. This will be a gift and not a contract per se.

A contract, in order to be valid requires nine essential elements. One of those essential elements is Consideration. Subject to certain exceptions, an agreement made without consideration in nudum pactum (a nude contract) and is void. Consideration is a technical term used in the sense of quid pro quo (something in return). When a party to an agreement promises to do something, he must get ‘something’ in return. That ‘something’ is defined as a Consideration.