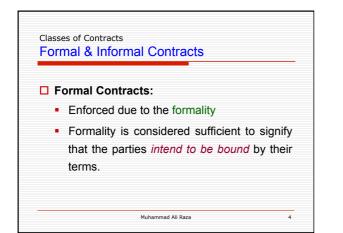
Classes of Contracts & in Commercial Contracting	
Muhammad Ali Raza Collector Customs (GB) / Procurement Specialist DFID-TAGR Federal Board of Revenue (FBR) <u>alihanjra@gmail.com</u> Cell: 0345-5497368	

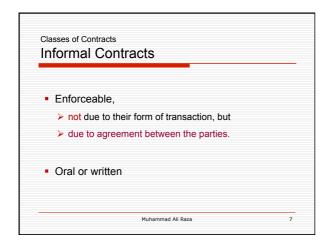
Formation of a contract	
 Offer Acceptance Exchange of consideration Legally Competent Parties Legality of purpose 	
Muhammad Ali Raza	2

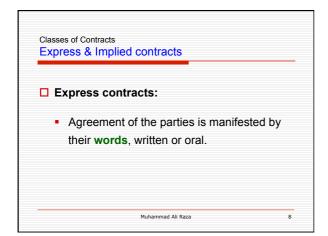
Clas	sses of Contracts	
	ontracts are classified according to their	•
	way in which they were created	
	binding character	
	extent to which they have been performed	
	Muhammad Ali Raza	3









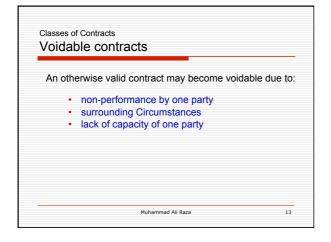


	sses of Contracts
•	Agreement shown by acts & conduct of the parties,
	e.g., inviting a professional roofer by the building owner for a roof repair work
	Muhammad Ali Raza 9



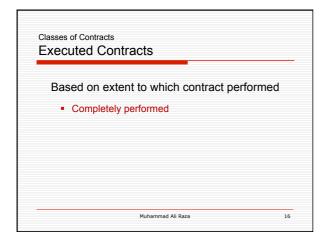












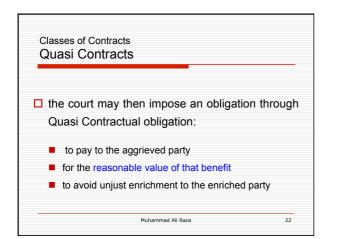






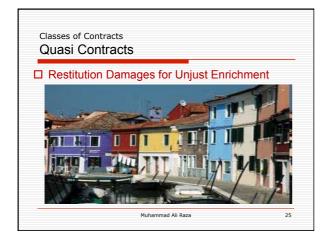


Classes of Contracts Quasi Contracts
When a court imposes an obligation even though there is no contract
(a) Prevention of Unjust Enrichment:
 Unjust Enrichment: where one person is unjustly or by chance enriched at the expense of another
 A Quasi Contract tries to stop it
Muhammad Ali Raza 21





Classes of Contracts Quasi Contracts	
Restitution Damages (Cont)	
 Court will require payment of the reasona value of services to avoid unjust enrichm through <u>recovery.</u> 	
"Quantum Meruit"	
Muhammad Ali Raza	24





Classes of Contracts Quasi Contracts
 Colorificio Brandini SpA in Isla di Burano, Italy had some approved colours for houses from Island's Municipality.
 The company had to paint the houses annually & to be paid by the house-owner.
 Marco Olivieri with his crew members began painting Mr. Luigi Rossi's house due to a mistaken address.
Muhammad Ali Raza 26

Classes of Contracts Quasi Contracts Restitution Damages for Unjust Enrichment
 Mr. Rossi observed the initiation of work from across the street in his office but did nothing to stop the painters.
 In the evening he refused to pay Mr. Olivieri
 "I signed no contract & never approved the work", Mr. Rossi said.
Muhammad Ali Raza 27



- Mr. Rossi would be unjustly enriched if he were allowed to retain the benefit without payment for reasonable value of work.
- If Mr. Rossi did not know about the work being done, quasi-contractual liability would not be imposed

Muhammad Ali Raza

