

Public Opinion on Remedies for Breach of Contract with Reference to India and Australia

Rupeshbharathi.P

BA LLB (HONS) ,first year,

Saveetha School Of Law ,Saveetha Institute Of Medical and Technical Sciences (SIMATS),

Saveetha University 600 077

Email Id: rupeshbharathi02@gmail.com

Dhinesh.M

Assistant professor,

Saveetha School Of Law ,Saveetha Institute Of Medical and Technical Sciences (SIMATS),

Saveetha University 600 077

Email id: dhineshm.ssl@saveetha.com

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Abstract

The purpose of this research is to know about the remedies which are given to the breach of contract with reference to India and Australia and to know the elements for breach of a contract and to know whether the remedies which are given to the people are directly reaching the people and also to know that the people are really claiming the damages when it is breached and to know that these remedies are enough for the people for the breach of contract. And to know whether Australia also gives liquidated damages that is nothing but fixed damages and also to know whether the Australian law is also codified or not. The researcher intends to know whether India and Australia is giving remedies to the people for breach of contract and to know that is that remedies given in both countries are the same and to know that to get the remedy is there any procedures and also to know if the procedure is there then to know whether these procedures are the same in both India and Australia. So if a contract is there and if the contract is breached and then they should be compensated and the dispute between the parties should be consolidated so this part is also very important when it comes to a breach of contract. The sample size is and the researcher has done an empirical research and non doctrinal research and the researcher has used Chi square, independent sample t test and ANOVA etc and the researcher has used convenient sampling method.

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I. INTRODUCTION

The contract is nothing but the agreement which is enforceable by law and the breach of contract is nothing but breaking the terms and conditions of the contract and the remedy for breach of contract is liquidated damages both in India and Australia. And also the Australian contract law does not allow the third party to enter into a contract and this is known as privity of contract and India also has these concepts but there are some concepts in India also that is there are some exceptions to this that is nothing but like family

settlement and gift etc so these concepts are quite similar in both countries and another important thing is that the Australia considers more oral contract than written contract and another one is that the contract law is not codified. So now we will see the remedies for breach of contract. So first the liquidated damages that is in Australia this means a substitute to the contract and the equitable remedy is given to the party for breach of contract in Australia and the equitable damages are injunction and specific performance that is specific performance is that when there is a breach

of contract the court orders the party who breached the contract to carry out the agreement. And in India the same remedies are given but some more remedies are available like sue for damages, recession of contract and quantum meruit and recession of contract so when one of the parties to a contract does not fulfill his obligations, then the other party can rescind the contract and refuse the performance of his obligations. And injunction is a court order restraining a person from doing a particular act. And quantum meruit means as much is earned by this the party who is breached should perform the reasonable remuneration of the contract. So both the Australian and Indian remedies for breach of contract is quite similar. **The aim of the research is to know about remedies for breach of contract with reference to India and Australia**

II.OBJECTIVES

- To study about the remedies for breach of contract with reference to Australia and India.
- To understand the concept of breach of contract and the remedies given to it
- To check whether Australian contract is codified or not
- To critically examine the association between India provides remedies for breach of contract and occupation .
- To identify the association between that breach of contract should be compensated and Age.

III.REVIEW OF LITERATURE

Ralph Cunnington (“Website” n.d.)says that there are two different measures of damages for breach of contract: the Wrotham Park measure and the Blake measure and these measures are gain based.**K. D. Ewing**(“Website” n.d.) explains about the remedies for breach of the contract of employment.**Matthew Bell** (“Website” n.d.)describes about the standard of contract in Australia.**David Pearce (et al)** (“Website” n.d.)says about the vindication in contract

damages and what does vindication means.**Brain Coote** (“Website” n.d.)explains about the concept of contract damages,ruxley,and the performance interest.**E. Allan Farnsworth**(“Website” n.d.) says that the consideration that is given in a contract is a compulsion like a father promises to son to take him to a ball game and if the consideration is not done then he has breached the contract and the party should be compensated.**Avery W.Katz** (“Website” n.d.)explains about whether the rules of the Convention on the International Sale of Goods (CISG) is violated then can it be compensated .**Steven Shavell**(“Website” n.d.) describes that the remedies for breach and the opportunity for renegotiation are the substitutes for contingent terms.**William P. Rogerson**(“Website” n.d.) explains about the contracts between buyer and seller.**Michelle J. White** (White 1988)says that discharge of contract due to impossibility should be analysed using the single,unified theory of contract breach.

IV.METHODOLOGY

For the purpose of this research descriptive study on remedies given for breach of contract is used and convenient sampling method is used for this study .The independent samples are gender, age,occupation, qualifications. The dependent samples are India provides remedies for breach of contract and breach of contract should be compensated .so independent sample t test, ANOVA , chi square are the research tools which is used in this research . The total sample size is 1592.

V.ANALYSIS AND DISCUSSION RESULTS

Frequency table for occupation

Table 1:Occupation

	Frequency	Percent	Valid Percent	Cumulative Percent
Valid Business	496	31.2	31.2	31.2
Employee	454	28.5	28.5	59.7
Others	143	9.0	9.0	68.7
Student	499	31.3	31.3	100.0

Total	1592	100.0	100.0
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(Source : Primary data)

Interpretation :

From the above table we can get that 496 responses that is 31.2 percentage is given by the person who are doing business and 454 responses that is 28.5 percentage is given by the employees and 143 responses that is 9.0 percentage is given by the people who do other occupations and 499 responses that is 31.3 percentage is given by the students . The sample size is 1592.

Frequency table for Age :

Table 2:Age

	Frequency	Percent	Valid Percent	Cumulative Percent
Valid 15-30	757	47.6	47.6	47.6
31-50	661	41.5	41.5	89.1
50 and above	174	10.9	10.9	100.0
Total	1592	100.0	100.0	

(Source : Primary data)

Interpretation :

From the table we can get that 757 responses that is 47 percent is given by the people who are aged between 15-30 and 661 responses that is 41.5percent is given by the people who are aged between 31-50 and 174 responses that is 10.9 percent is given by the people who are aged above 50 and the sample size is 1592.

Null hypothesis :There is no significant association between India provides remedies for breach of contract and occupation .

Alternate hypothesis :There is a significant association between India provides remedies for breach of contract and occupation .

Cross Tabulation for India provides remedies for breach of contract and occupation .

Table 3:Crosstab

	39. Do you agree that India provides	Total
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			remedies for breach of contract?		
			No	Yes	
Occupation	Business	Count	253	243	496
		% within Occupation	51.0%	49.0%	100.0%
Employee	Count	224	230	454	
	% within Occupation	49.3%	50.7%	100.0%	
Others	Count	66	77	143	
	% within Occupation	46.2%	53.8%	100.0%	
Student	Count	176	323	499	
	% within Occupation	35.3%	64.7%	100.0%	
Total		Count	719	873	1592
		% within Occupation	45.2%	54.8%	100.0%

(Source : Primary data)

Chi square test for India provides remedies for breach of contract and occupation .

Table 4:Chi-Square Tests

	Value	df	Asymptotic Significance (2-sided)
Pearson Chi-Square	29.814 ^a	3	.000
Likelihood Ratio	30.161	3	.000
N of Valid Cases	1592		

a. 0 cells (0.0%) have expected count less than 5. The minimum expected count is 64.58.

(Source : Primary data)

Interpretation :

Using Chi square test, it is found that the p value is less than 0.01 so the null hypothesis is rejected and there is a significant association between India provides remedies for breach of contract and occupation .So the respondent everywhere accept that the remedies should be given for breach of contract in India.

Null hypothesis : There is no significant association between the breach of contract should be compensated and Age.

Alternate hypothesis :There is a significant association between the breach of contract should be compensated and Age.

Cross Tabulation for breach of contract should be compensated and Age.

Table 5:Crosstab

			40. Do you agree that breach of contract should be compensated?					Total
			Agree	Disagree	Neutral	Strongly agree	Strongly disagree	
Age 15-30	Count		92	122	253	251	39	757
	% with in Age		12.2%	16.1%	33.4%	33.2%	5.2%	100.0%
31-50	Count		104	162	153	179	63	661
	% with in Age		15.7%	24.5%	23.1%	27.1%	9.5%	100.0%
50 and above	Count		26	48	31	48	21	174
	% with in Age		14.9%	27.6%	17.8%	27.6%	12.1%	100.0%
Total	Count		222	332	437	478	123	1592
	% with in Age		13.9%	20.9%	27.4%	30.0%	7.7%	100.0%

(Source : Primary data)

Chi square test for breach of contract should be compensated and Age.

Table 6:Chi-Square Tests

	Value	df	Asymptotic Significance (2-sided)
Pearson Chi-Square	57.976 ^a	8	.000
Likelihood Ratio	58.606	8	.000
N of Valid Cases	1592		

a. 0 cells (0.0%) have expected count less than 5. The minimum expected count is 13.44.

(Source : Primary data)

Interpretation :

Using Chi square test, it is found that the p value is less than 0.01 so the null hypothesis is rejected and There is a significant association between that breach of contract should be compensated and Age. So the general public says that breach of contract should be compensated.

V. CONCLUSION

The breach of contract is an important concept which comes under the contract and then if there is a breach of contract then it is to be compensated and then most of the concepts like injunction etc are the same for both Australia and India and there are also differences in it that Indian law is a codified one and Australian law is uncoded one and Australia consideration the oral contract more and India don't consider the written contract more than the oral contract so The researcher concludes by saying that most of the remedies that are given for the breach of contract are likely to be the same but the concepts of the contract in both the countries are different. So from the people's opinion for a breach of contract remedies should be given So the contract is an essential one but if there is a breach then it should be compensated. So it is found that Australian contract is slightly different from the Indian contract law but the remedies like liquidated damages and injunction are the same in both countries. so finally the researcher concludes by saying that the remedy for breach of contract is an important one.

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