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CHAPTER II
PROPOSAL OR OFFER

The term 'proposal' has been defined in section 2(a) of the Indian Contract Act, 1872 as follows:-

"When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal."

The first step in the formation of a contract is the making of a proposal. Generally speaking there must be at least two persons to make a contract. A person to make the proposal and the other person to accept it.

According to section 2(c):-

The person making the proposal is called the promisor and the person accepting the proposal is called the promisee.

A proposal to be valid must contain the following essential elements which are:-

- (i) There must be two parties;
- (ii) Every proposal must be communicated;
- (iii) It must be made with a view to create legal relation;
- (iv) It must be certain and definite.

What are the basic essentials of valid contract?

Essential of a Valid Proposal

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