

Analyzing the contracts of marriages from the lens of
R. Fernandez v. J. Gonsalves

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KEY REFERENCES

- *R. Fernandez v. J. Gonsalves* AIR 1925 Bom 97.
- *Prem Adib v. Raj Rani* AIR 1949 (36) Bom 215
- *Khwaja Muhammad Khan v Husaini Begam* I.L.R. (1910) All. 410
- *Balfour v. Balfour* [1919] 2 K.B. 571 CA

ABSTRACT

The case of *Fernandez v. Gonsalves* is a fascinating study of consent, capacity, and consideration in Indian Contract Law. While the case upholds the necessity of having a valid consideration for the performance of any promise, it also offers a polarizing approach on the aspect of consideration. As consideration need not flow from the promisee, a question which arises is whether the consent of the third party from whom the consideration flows is essential for the performance of the contract. This paper analyzes the enforceability of a contract of marriage and the repercussions of the immateriality of consent of the third party while enforcing performance of the contract.

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