

निर्माण प्रबंधन (Construction Management) के सिद्धांत  
[Nirman prabandhan (Construction Management) ke Siddhant]  
Prof. Chirag Kothari  
Department of Civil Engineering  
Indian Institute of Technology – Kanpur  
Lecture – 30  
Anubandh Prabandhan se Parichay



Namaskaar. Aapaka svaagat hai bhaarat sarakaar kee MOOCS pahal ke antargat paathyakram Nirmaan Prabandhan ke Siddhaant (Principles Of Construction Management).

(Reference Time 00:25)



Main Chirag Kothari, Department of Civil Engineering, IIT Kanpur se aapaka svaagat karata hoon.

(Reference Time 00:32)



लेक्चर 30

अनुबंध प्रबंधन से परिचय

Aaj ka lecture hai Anubandh Prabandhan se Parichay.

**(Reference Time 00:35)**



पाठ्यक्रम के सौंदभूत

- अनुबंध का परिचय
- अनुबंध का प्रकार
- अनुबंध का प्रबंधन
- अनुबंध का समापन
- अनुबंध प्रबंधन
- अनुबंध प्रबंधन एवं समापन

Aaj ham anubandh prabandhan (contract management) pe charcha karenge. Anubandh prabandhan project management ya construction management ka ek bahut hee mahatvapoom aspect (pahaloo) hai. Charcha mein aage badhane se pahale jarooree hai ki ham dekhe ki ek anubandh kya hai? Usakee paribhaasha kya hai?

**(Reference Time 00:56)**



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### अनुबंध क्या है? What is a Contract?

ऐसे प्रवर्तनीय समझौते जो सभी पक्षों की स्वतंत्र सहमति से, वैध प्रतिफल और वैध उद्देश्य के लिए, समझौता करने में सक्षम व्यक्तियों द्वारा किए गए हैं और जिन्हें क़िस्ती भी क़ानून द्वारा स्पष्ट रूप से अमान्य घोषित नहीं किया गया है।

'agreements which are enforceable as such having been made by free consent of the parties, by persons competent to contract for a lawful consideration and lawful object and which are not expressly declared to be void by any statute'.

- Indian Contract Act 1872  
भारतीय सविदा अधिनियम, 1872



Anubandh kee paribhaasha kuchh is prakaar hai, yah paribhaasha indian contract act 1872 mein dee gae hai. Yah paribhaasha kahatee hai ki aise pravartaneey samajhoute (aise agreements jo enforceable hain), jo sabhee pakshon kee svatantr sahamati (free consent), vaidy pratiphal (lawful consideration) aur vaidy uddeshy (lawful object) ke liye samajhauta karane vaale saksham vyaktiyon (competent persons) dvaara kiye gaye hain aur jinhen kisee bhee kaanon dvaara spasht roop se amaany ghoshit nahee kiya gaya ho. Main jaanata hoon is definition ya paribhaasha bahut saare keywords ya important bindu hain. In sabhee binduon par aaj ke lecture mein ham ek-ek karake charcha karenge.

(Reference Time 02:08)



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### वैध अनुबंध (Valid contract) के लिये मानदण्ड (criteria)

1. दोनों पक्षों के मध्य आपसी समझौता या करार (Mutual agreement).
2. एक पक्ष (वचनकर्ता) द्वारा प्रस्ताव दिया जाना चाहिये (offer made by promisor).
3. दूसरे पक्ष (वचनग्राहीता) द्वारा प्रस्ताव स्वीकार किया जाना चाहिये (promisee must accept the offer).
4. वचन के लिये वचनकर्ता द्वारा किसी कार्य को करने (या किसी विशेष कार्य को न करने) के लिए प्रतिफल (आमतौर पर धन के रूप में भुगतान) होना चाहिए। (some consideration should be there).
5. प्रस्ताव और स्वीकृति किसी ऐसी चीज़ से संबंधित होनी चाहिए जो क़ानून द्वारा निषिद्ध न हो। (not prohibited by law)
6. समझौता करने वाले (सभी) पक्षों को सक्षम (competent) होना चाहिए। अर्थात्, उन्हें अल्पवयवता (infancy), मानसिक असंतुलन (insanity) आदि के कारण अपयोग्य (disqualified) नहीं होना चाहिए।

Aaiye pahale ham dekh len ki ek vaidy anubandh ya valid contract ke kya criteria. Sabase pahale ham dekhate hain ki dono pakshon ke beech aapasee samajhauta (mutual agreement) hona chaahiye. Saath hee saath yah jarooree hai ki ek paksh jo vachanakarta hai usake dvaara prastaav (proposal) diya gaya ho. Doosara paksh ke dvaara vah prastaav sveekaar (accept) kiya gaya ho, usake baad vachan ke liye vachanakarta dvaara kisee kaary ko karane ke liye

pratiphal hona anivaary hai aam taur par yah pratiphal dhan ke roop mein hota hai. Saath hee saath yah jarooree hai ki jo bhee ham prastaav bana rahe hain vah kisee aisee cs se sambandhit nahee hona chaahiye jo kaanoonee taur par nishiddh ho. Samajhauta karane vaalee sabhee parties saksham (competent) hona chaahiye. Arthaat vah aparipakvata ya maanasik asantulan aadi kaaranon se disqualified ayogy nahee hona chaahiye. To hamane dekha ek contract main ek baar vaapis se pichhalee slid par jaata hoon.

**(Reference Time 03:22)**

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अनुबंध क्या है?  
What is a Contract?

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'agreements which are enforceable as such having been made by free consent of the parties, by persons competent to contract for a lawful consideration and lawful object and which are not expressly declared to be void by any statute'.

- Indian Contract Act 1872  
भारतीय सविदा अधिनियम, 1872

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The Indian  
Contract Act, 1872  
HARVEY  
2014

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Ab ham is definition ko ek baar phir se dekhate hain aise pravartaneey samajhoute ham kah rahe hain aise agreements jo enforceable by law hon, jo sabhee pakshon kee svatantr sahamati se bane ho, sabaka mutual agreement ho, vaidy pratiphal ke liye bane ho ek lawful consideration ho aur vaidy uddeshy ke liye bane ho, ek lawful object ho. Saath hee saath samajhauta karane mein jo parties involved vah saksham (competent) ho aur jo bhee kaary kiya jaana hai vah kaanoon dvaara spasht roop se amaany ghoshit na ho. Agar aisa koee bhee anubandh banaaya jaata hai to vah valid contract kahalaata hai.

**(Reference Time 04:02)**



निर्माण अनुबंधों का महत्व  
(Importance of Construction Contracts)

1. स्पष्ट अपेक्षाएँ (Clear expectations) ; शर्तों की स्पष्टता (Clarity of terms)
2. दोनों पक्षों की सुरक्षा (Protection)
3. विधिक अनुपालन (Legal compliance)
4. जोखिम आवंटन (Risk allocation) एवं जोखिम प्रबंधन (Risk management)
5. बजट नियंत्रण (Budget control)
6. गुणवत्ता नियंत्रण (Quality control)

Ab ham aage badhate hain sabase pahale jaanate hain ki ek contract kee kya mahatvata hai, khaasakar construction mein jahaan par vibhinn stakeholders involved hote hain bahut saare vyakti (thekedaar, designer, architect, majadoor) sab ek saath aate hain aur kaary karate hain isalie bahut jarooree hai ki ham ek achchha nirmaan anubandh banaen taaki yah sunishchit kiya ja sake ki jo kaary karavaana hai vah sahee samay par poorn hoga, sahee maatra mein, achchhee quality aur safety saath poorn hoga. Aaiye ab ham baat karate hain construction contract ka mahatv kya-kya hai sabase pahale koee bhee anubandh ya contract hamen spasht apekshaen bataane mein madad karata hai expectations clearly set ho jaate hain. Saath hee saath jo bhee hamaaree sharten hai unamen spashtata aa jaatee hai clarity of terms ho jaata hai.

Aage ham dekhate hain ki kisee bhee anubandh mein judane se donon pakshon ko suraksha milatee hai. Maan leejie ki aap maalik hain aur aap ek ghar kisee se banava rahe hain. Aapakee production is tarah sunishchit ho rahee hai ki aap kah rahe hain ki jo bhee is anubandh mein likha gaya hai us prakaar kaary hona hai jab vah kaary ho jaega safety aur quality ke standards dhyaan mein rakhate hue, jab vah kaary ho jaega aap tabhee payment karenge. To yahaan aapake maalik hone ke naate protection ho gae vaheen jo thekedaar hai jo yah nirmaan kaary kar raha hai use bhee yah protection ya suraksha mil jaatee hai ki jab vah kaary poorn karega to use jo bhee payment contract mein ya anubandh mein likha gaya hai vah milega aur use saath hee saath yah pata hoga ki use jo bhee kaary karana hai vah kis prakaar karana hai. Iseelie anubandh ka sahee hona bahut jarooree hai isase donon pakshon kee suraksha hotee hai. Aage yah bhee sunishchit ho jaata hai ki vidhi ka jo bhee vidhaan hai jo bhee legal compliance hai vah poorn ho rahee hain. Saath hee saath jo bhee jokhim hai usaka allocation ho jaata hai aur jo bhee jokhim hai usaka management bhee aasaan ho jaata hai. Abhee tak aap yah samajh chuke honge kisee bhee nirmaan kaary mein kae prakaar ke jokhim hote hain, ek contract bana lene se isamen aasaanee hotee hai ki jo bhee jokhim hain use ham sahee tarah se allocate karen. Ham dekhen kaun us risk ko manage karane mein saksham hai aur vah risk usee ko allocate karen aur nirmaan anubandh se budget niyantran mein rahata hai budget control mein rahata hai aur quality bhee control mein rahatee hai, gunavatta bhee niyantran mein rahatee hai. To hamane dekha construction contracts kisee bhee nirmaan kaary ke lie bahut hee mahatv ka document hai aur bahut jarooree hai ki ise



sahee tarah se banaaya jae. Chalie to ab ham dekhate hain kisee bhee construction contract ya jo nirmaan anubandh hai usake kya components hote hain, usamen kya-kya aata hai?

**(Reference Time 07:10)**

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निर्माण अनुबंधों के घटक  
(Components of Construction Contracts)

1. अनुबंध रेखाचित्र (The contract drawings)
2. स्पेसिफिकेशन (The specifications)
3. अनुबंध की सामान्य शर्तें (The general conditions of the contract) (GCC)
4. अनुबंध की विशेष शर्तें (The special conditions of the contract) (SCC)
5. समझौता (The agreement)
6. बिल ऑफ क्वांटिटी: यदि लागू हो; (The bill of quantities (BOQ) ; if applicable)

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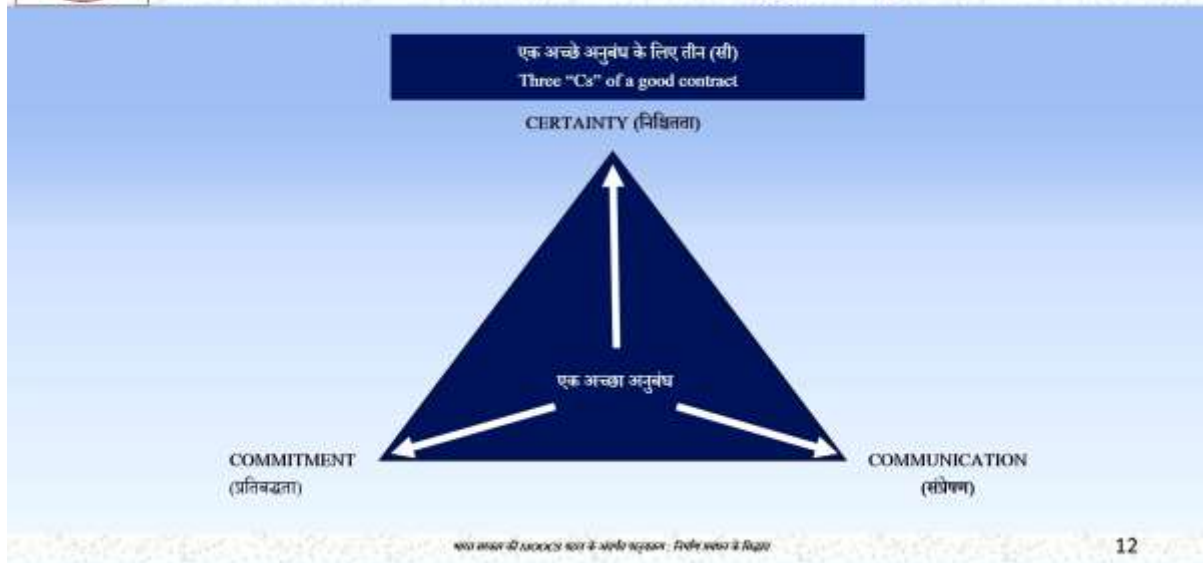
Sabase pahale aata hai drawing, contract drawing. Ham darshaate hain ki ham kis prakaar nirmaan kar aana chaahate hain drawing ke maadhyam se yah aasaan ho jaata hai. Phir aata hai specifications, kya-kya specifications hain jo bhee kaary kiya jaana hai vah kis prakaar kiya jaega usakee sabhee jaanakaaree yahaan par rahatee hai. Usake baad aata hai anubandh kee kuchh saamaany sharten (general conditions of the contract). Phir aata hai anubandh kee vishesh sharten (special conditions of the contract). Yahaan jarooree hai ki aage badhane se pahale ham is par kuchh charcha karen. General conditions of the contract (gcc) aam taur par jo badee companiyaan hotee hain jaise maan leejie cpwd jo bahut nirmaan kaary kar rahe hain vah is tarah ka ek anubandh banaatee hai jahaan par kuchh saamaany sharten (general conditions) likhee rahatee hain. Yah conditions unake sabhee projects jitane bhee nirmaan kaary vah kar rahe hain desh bhar mein un sabhee par laagoo hotee hai aur special ya kuchh vishesh sharten vah document hota hai jab us particular ek particular jo nirmaan kaary hone vaala hai usake sambandhit jaanakaaree deta hai. Isaka phaayada yah hota hai ki jab ek organization hai jise baar-baar anubandh karana hai use baar-baar ek naya anubandh nahin banaana padata hai vah apane general conditions aaph contract gcc ke maadhyam se ek contract bana sakata hai aur phir jo bhee aisee jaanakaaree hai jo naee hai ya jo sirph usee project par laagoo hone vaalee hai un sab jaanakaaree ko vah special conditions of contract mein shaamil karata hai. To kisee bhee agar aap anubandh ko dekhenge to usamen ek gcc hota hai aur ek scc special conditions ka contract hota hai.

Ab aage badhate hain ek samajhauta hota hai (agreement hota hai) aur saath hee saath ek bill of quantity agar vah us nirmaan kaary mein laagoo hai to vah rahata hai. Bill of quantity mein likha hota hai ki kya-kya kaary kiya jaana hai, unakee quantities kitanee rahegee aur agar rate applicable ho to rate bhee vahaan likhe jaate hain. To hamane dekha ki ek construction contract mein kya-kya rahata hai.

**(Reference Time 09:35)**



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Ab ham dekhate hain ek achchha anubandh kya hota hai. Ek achchhe anubandh ke three cs (teen c) hote hain sabase pahale certainty (nishchitata), doosara commitment (pratibaddhata) aur teesara communication (sampreshan). Agar kisee bhee anubandh mein ham yah sunishchit kar pae ki ham kya kaary karana chaahate hain, hamaara kya objectivs hai vah sarten ho ya (nishchit ho) aur jo kaary hone vaala hai use karane ke lie pratibaddh hon hamaara jo bhee thekedaar karane vaale hain unakee taraph se commitment ho aur jo bhee hamaare stakeholders hain unake beech communication hota rahe yah teenon cs bahut jaroorree hotee hai. Abhee tak jo bhee hamane charcha kee usakee aur thodee see details mein jaenge. Abhee tak main kuchh shabdon ka prayog kiya agreement, contract, legally binding, forceful is tarah ke kae shabdon ka mainne abhee tak prayog kiya ab ham ek-ek karake in par charcha kareng taaki ham samajh sake kee ek vaidy contract (valid contract) kya hota hai?

(Reference Time 10:46)



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समझौता (Agreement) क्या है?

एक दूसरे के प्रति विचार करते हुए प्रत्येक वचन (promise) एवं वचन का हर कार्य (every act of promise), समझौता (agreement) कहलाता है।

कानून द्वारा प्रवर्तनीय (enforceable) क्या है?

सभी समझौते (agreement) अनुबंध (contract) कहलाते हैं यदि सभी पक्ष अनुबंध करने में सक्षम (competent) हैं, पक्षों की स्वतंत्र सहमति (free consent) है, वैध प्रतिफल (lawful consideration) के लिए, वैध उद्देश्य के साथ किए गये हैं, और स्पष्ट रूप से अमान्य नहीं किए गये हैं।

समझौता (Agreement) & अनुबंध (Contract)

प्रस्ताव (offer) और स्वीकृति (acceptance) एक समझौते का गठन करती है, जो कानून द्वारा प्रवर्तनीय (enforceable) होने पर एक अनुबंध (contract) बन जाती है।

एक अच्छे अनुबंध के लिए तीन (सी) के अर्थों में: निश्चितता, प्रतिबद्धता और संप्रेषण

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Sabase pahale ham dekhate hain samajhauta kya hai? Ek doosare ke prati vichaar karate hue pratyek vachan promise evan vachan ka har kaary every act of promise samajhauta kahalaata hai. Ab jaanate hain ki yah samajhauta enforceable kab hota hai? Agar koee bhee samajhauta

(agreement) anubandh kahalaega to yah jarooree hai ki sabhee paksh anubandh karane mein saksham ho (competent hon), pakshon kee svatantrata sahamati ho (free consent ho), jo bhee kaary hai vah vaidy pratiphal ke lie ho raha ho, lawful consideration ke lie ho raha ho aur saath hee saath vaidh uddeshy lawful objective ho aur yah kaary spasht roop se amaany nahin kiya gaya ho. Aap abhee tak shaayad samajh chuke honge jo hamane contract kee definition dekhee yah usee ka ek doosara roop hai. To agar ab ham aapase kahen ki ek samajhauta aur ek anubandh mein kya antar hai? To aap kah sakate hain ki koee bhee prastaav, offer ya usakee sveekrti (acceptance) ek samajhoute ka gathan karatee hai, jo agar kaanoon dvaara pravartaneey kar diya jae (enforceable kar diya jae) to use ek anubandh ya contract kaha ja sakata hai.

**(Reference Time 12:09)**



Chalie ab ham aage badhate hain abhee tak hamane dekha ek samajhauta saksham vyaktiyon ya paartiyon dvaara kiya jaata hai, ek prastaav rahata hai jise ham proposal kahate hain, sveekrti rahatee hai (acceptance rahata hai) aur kuchh vichaar vimarsh aur kuchh consideration rahate hain. Ab jab yah samajhauta kaanoon ke antargat aata hai to yah ek anubandh ban jaata hai vahaan ek legal obligation rahatee hai. Saath hee saath ek lawful object hona anivaary hai, ek vaidh laabh ya lawful gain hona anivaary hai aur yah amaany nahin hona chaahie. Ab ham in sabhee binduon par ek-ek karake charcha karenge.

**(Reference Time 12:57)**





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### योग्यता (Competence) ?

#### सक्षम (Competent)

- बयस्क (Major/adult)
- मानसिक रूप से स्वस्थ
- विधि द्वारा अयोग्य घोषित न किया गया हो (not disqualified by law)

#### अक्षम (Incompetent)

- अल्पस्क (Minor)
- पागल व्यक्ति अथवा मानसिक रूप से अस्वस्थ

### प्रस्ताव (Proposal) क्या है?

वैध वस्तु के लिए दिया गया प्रस्ताव जिसमें निश्चितता (certainty) और प्रदर्शन की संभावना (possibility of performance) हो

Sabse pahale ham dekhate hain योग्यता क्या है (competence क्या है) अगर ham kah rahe hain ki koee व्यक्ति सक्षम है या koee party या koee paksh सक्षम है तो hamaara kahana है ki ya to vah major या adult hon (bade hon), vah maanasik roop se svasth ho saath hee saath vah vidhi dvaara ayogy ghoshit na kie gae ho. Isaka doosara pahaloo hua ki koee bhee minor jo chhota है vah incompetent kahalaega, koee bhee व्यक्ति jo maanasik roop se asvasth है vah bhee incompetent kahalaega. Aage badhate hain jaanate hain prastaav क्या है? Vaidh vastu ke lie diya gaya prastaav jisamen certainty है (nishchitata है) aur pradarshan karane kee sambhaavana (possibility of performance) है vah ek vaidh prastaav hua.

(Reference Time 13:52)



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### स्वीकृति (acceptance) और/या सहमति (consent) वैसी होनी चाहिए?

- बिना किसी दबाव के (without coercion)
- बिना किसी अनुचित प्रभाव के (without undue influence)
- बिना किसी कपट/धोखाधड़ी के (no fraud)
- बिना किसी मिथ्यावर्णन के (misrepresentation)
- बिना किसी त्रुटि के (no mistake)
- स्वीकृति पूर्ण और बिना शर्त होनी चाहिए
- प्रस्ताव की शर्तों को स्वीकार करते हुए (accepting conditions of proposal)

Aage badhate hain ab dekhate hain acceptance क्या है (sveekrti क्या है) aur sveekrti aur sahamati kaisee honee chaahie? क्या अनिवार्य बिन्दु है? Sabse pahala bindu है yah sveekrti dabaav mein nahin hona chaahie. Hamane abhee tak kaha tha do parties jo contract mein aa rahee hain vah apanee khushee se aur free will se aa rahee hain vah kisee bhee

dabaav mein nahin hai. Yahaan par kisee bhee prakaar ka anuchit prabhaav ya undue influence nahin hona chaahie, kisee bhee prakaar kee kapat ya dhokhaadhadee nahin hona chaahie, koee bhee misrepresentation ya mithya varnan nahin rahana chaahie, kisee bhee prakaar kee truti nahin hona chaahie, jo bhee sveekrti hai vah poorn aur bina shart honee chaahie aur jo bhee prastaav diya gaya hai usamen jo bhee sharten likhee gae thee vah maany honee chaahie ya sveekaar hona chaahie. To ham kah sakate hain ki koee bhee acceptance ya sahamati jab bhee vaidh hai agar vah ki bina kisee dabaav ke, bina kisee anuchit prabhaav ke, bina kisee dhokhaadhadee ke, bina kisee misrepresentation ke, bina kisee truti ke agar kee gae hai to hee vah sveekrt (acceptance ya vaidh acceptance hai). Agar isee ka main aapako doosara pahaloo kahoon ki kisee bhee anubandh ko kab radd kiya ja sakata hai ya kab yah maana ja sakata hai ki vah contract void ho chuka hai? To maan leejie ki ek contract hai jo aapake paas hai yah anubandh already signed (pahale se hee hastaaksharit) hai lekin kuchh aisee sharte ho sakatee hain jo sharten agar pooree na huee hon to yah anubandh vaidh ya radd ho sakata hai.

**(Reference Time 15:47)**

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विनी अनुबोध को कब रद्द किया जा सकता है?  
When can a contract be voided ?

स्वतंत्र एवं वास्तविक सहमति के बिना प्राप्त की गई स्वीकृति (without free and genuine consent)

- दबाव - Coercion
- अनुचित प्रभाव - Undue influence
- धोखाधड़ी - Fraud
- मिथ्याकरण - Misrepresentation
- त्रुटि - Mistake

17

Yah jo abhee tak hamane charcha kee usee ka ek paath hai jahaan ham kah rahe hain ki agar kisee bhee tarah se svatantr ya vaastavik sahamati na rahee ho to ham use contract ko void kar sakate hain. Maan leejie dabaav mein, kisee ke prabhaav mein ya koee dhokhaadhadee ya koee mithya varnan kisee bhee tarah ke truti agar contract mein rahee ho to vah contract radd kiya ja sakata hai.

**(Reference Time 16:12)**



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### विधिपूर्ण उद्देश्य (Lawful object) क्या है?

- विधि द्वारा निषिद्ध न हो (not forbidden)
- विधि के प्रावधानों (provisions of law) को पराजित करने वाला न हो
- व्यक्ति या संपत्ति को हानि/क्षति पहुंचाने वाला न हो (No injury to person or property)
- न्यायालय द्वारा अनैतिक (immoral) घोषित न हो
- लोक नीति (public policy) का विरोध न करता हो

Ab aage badhate hain aur ham charcha karate hain ki lawful object kya hai? Kise ham lawful object kahate hain? To aisa koee bhee uddeshy jo vidhi dvaara nishiddh na ho, prohibited na ho. Aisa koee bhee uddeshy jo hamaare vidhi ke praavadhaanon ko paraajit karata ho jo hamaare niyam hai ya law hain use defeat karata ho to vah uddeshy ya object lawful nahin hai ya phir aisa koee object jo kisee vyakti ya sampatti ko haani ya kshati pahunchaana chaahata ho vah bhee lawful nahin hai. Aisa koee bhee object court ya nyaayaalay dvaara anaitik ya immoral ghoshit kar diya gaya ho vah bhee lawful nahin hai aur agar aisa kuchh ham karana chaah rahe hain jo lok neeti (public policy) ke viruddh hai to vah bhee lawful nahin hai. Yah charcha ka mein uddeshy yah hai ki agar koee contract bana hai to kya vibhinn pahaloo hai jise dekhakar ham kah sakate hain ki yah jo contract hai vah valid ya maany ya invalid ya amaany hai yah bindu usee ko darshaate hain.

(Reference Time 17:30)



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### अमान्य अनुबंध (Void contract) क्या है?

- अक्षम पक्षों (incompetent parties) द्वारा किया गया अनुबन्ध ।
- विधिविरुद्ध प्रतिफल एवं उद्देश्य । (Unlawful Consideration and object)
- विधि द्वारा निषेध । (Forbidden by law)
- विधिक प्रावधानों को पराजित करने वाला । (Defeats the provisions of law)
- किसी व्यक्ति या संपत्ति को क्षति पहुंचाने में सम्मिलित या निहित । (Involves or implies injury to the person or property)
- न्यायालय इसे अनैतिक मानता हो । (Court regards it immoral)
- लोक नीति (public policy) का विरोध करता हो ।

Ab ham aage badhate hain lawful object ke baad ham charcha karate hain ki ek void contract kya kahalaayega? To abhee tak hamane dekha ek lawful object kya hai. Ab aisee koee bhee

vastu ya anubandh jo lawful nahin hai ham kah sakate hain ki vah void hogee. Jaise aksham pakshon dvaara kiya gaya anubandh ya unlawful consideration ya uddeshy. Aisa koe kaary jo vidhi dvaara nishedh ho, aisa koe bhee kaary jo hamaare vidhi ke praavadhaanon ko paraajit karata ho, kisee vyakti ya sampatti ko kshati pahunchaana chaahata ho ya nyaayaalay use anaitik ya imamoral kahatee ho aur public policy ka virodh karata ho main jaanata hoon isake pahale vaalee aur yah slide mein same contant dikh raha hai lekin yah ek hee cs ko dekhane ke do pahaloo hain. Pahale hamane dekha ki kya, kaun sa contract valid hai, ab ham dekh rahe hain kaun sa contract avaidh ya amaany hai.

**(Reference Time 18:43)**

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अमान्य अनुबंध (Void contract) क्या है?

- बिना प्रतिफल के समझौता, निम्न के अतिरिक्त (except):
  - प्राकृतिक प्यार एवं स्नेह
  - स्वैच्छिक सेवाओं (voluntary services) या कानून के अनुपालन की शक्तिपूर्ति का वचन
  - दिये गये वास्तविक उपहार (Gift)

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Ab aage badhaate hain charcha ko aur ek aakhiree bindu jo rah gaya tha use par charcha karate hain. Jahaan par kaha gaya hai jo bhee contract hai agar vah bina pratiphal ke kiya jae agar usamen koe consideration na ho to vah amaany hai. Udaaharan ke taur par maan leejie main aapase kahoon ki yah leejie drawings aur aap mera ghar banaiye. Mera ghar do bedroom ho, kitchen ka hona chaahie aur yah sab specifications hai aur maan leejie ki aapane vah offer ko sveekaar kar liya aur aap kahate hain theek hai main aapaka ghar bana deta hoon kya ham ise ek anubandh ya valid contract kah sakate hain? Javaab hai nahin kyonki yahaan par koe bhee pratiphal kee charcha nahin huee hai. Jab tak ham yah hai na charcha na karen ki aap mera ghar banaane ke lie kitana paisa ya kya lenge kisee bhee tarah ka agar consideration kee baat nahin hotee hai to vah amaany hai lekin hamen dhyaan rakhana hoga ki kuchh aise bindu hain agar yah bindu poorn hote ho to phir bhee ham us contract ko maany maan sakate hain. Sabase pahale maan leejie agar kaary sirph praakrtik pyaar evan sneh ke kaaran kiya gaya ho, jahaan par koe bhee monetary consideration nahin hai to bhee ho sakata hai ki vah valid contract ho ya phir aisa kaha gaya ho ki yah svaichchhik sevaen hain (voluntary services) hain to bhee ham kah sakate hain ki haan yah ek valid contract hai ya sahee mein ek upahaar ho vaastavik roop mein yah sab upahaar ho to ham kah sakate hain ki valid hai par agar yah teenon condition nahin pooree hotee hain to koe bhee anubandh jisamen pratiphal ya consideration na ho vah amaany hai. To ummeed karate hain ki aaj jo hamane parichay diya isase ham yah samajh chuke honge ki koe bhee anubandh kab valid hota hai aur usake valid hone ke lie kya-kya anivaary hai.

**(Reference Time 20:51)**



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अनुबंध : अभिव्यक्त वा निहित/विवक्षित  
Contract : Expressed or Implied

जब किसी वचन का प्रस्ताव वा स्वीकृति शब्दों में की जाती है, तो वह वचन अभिव्यक्त कहलाता है।

In so far as the proposal or acceptance of any promise is made in words, the promise is said to be express.

ऐसा प्रस्ताव वा स्वीकृति जो शब्दों के अलावा अन्यथा व्यक्त की जाती है, तो वह वचन निहित/विवक्षित कहलाता है।

In so far as such proposal or acceptance is made otherwise than in the words, the promise is said to be implied.

Ab isee charcha ko ham agale lecture mein aage badhaenge usake pahale ek chhote se bindu par main baat karana chaahunga. Main yah bataana chaahata hoon ki koe bhee anubandh expressed bhee ho sakata hai, implied bhee ho sakata hai abhivyakt ho bhee sakata hai ya nahin bhee ho sakata hai. Agar koe bhee vachan ka prastaav ya sveekrti shabdon mein kee jaatee hai to ham kah sakate hain ki vah vachan expressed hai lekin aisa prastaav ya sveekrti jo shabdon ke alaava anyatha vyakt kee gae ho vah implied kahalaatee hai. Ham jab nirmaan kaary karate hain moolat: adhikatar hamaare sabhee contract expressed ya abhivyakt rahate hain lekin isaka yah arth nahin hai ki sabhee contracts sirph shabdon mein hee likhe gae hon kabhee-kabhee kuchh contracts implied bhee hote hain maan leejie aap kisee prakaar kee service le rahe hain aur usake lie payment kar rahe hain aap usake liye bhugataan kar rahe hain lekin koe bhee aisa shabdon mein aapake beech mein agreement yah samajhauta nahin hai to aap kah sakate hain ki yah ek implied contract hai kyonki aapane kisee se kaary karavaaya aur us kaary ke lie aapane unhen paisa diya. To in shabdon ko implied kaha jaata hai. Yah isalie ham charcha kar rahe hain kyonki jab anubandh ya contract mein kisee bhee tarah ka dispute hota hai to aam taur par jo nyaayaalay hai vah dekhatee hai ki jin bhee binduon par baat kee gae hai kya vah expressed the abhivyakt the, kya vah likhe gae the ya phir vah implaid the.

**(Reference Time 22:35)**





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### उपयोगी प्रकाशित पुस्तके

- Indian Contract ACT, 1872 (भारतीय संधिदा अधिनियम, 1872)
- Justin Sweet, Marc Schneier (2014) *Construction Law for Design Professionals, Construction Managers and Contractors*.
- Jha K.N., *Construction Project Management- Theory and practice*, 2<sup>nd</sup> Edition, Pearson India Education Services Pvt. Ltd., UP, India 2015

Kuchh upayogee prakaashit pustak hain khaas taur par yahaan par indian contract act 1872 likha gaya hai jahaan par aaj jo bhee hamane charcha kee usake baare mein details upalabdh hain. Aaj ke lecture ka uddeshy sirph contracts ka parichay dene ka tha aage ham dekhenge ki kisee bhee construction project ya kisee bhee nirmaan kaary mein kis prakaar ek anubandh banaaya jaata hai aur us anubandh mein kya-kya information ya details honee chaahie.



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॥ धन्यवाद ॥

Dhanyavaad.