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LawPublicus calls for research papers, articles, short notes, book reviews & case commentaries, that are distinctive and unpublished.

With this thought, we hereby present to you

LawPublicus The Legal Portal

Different Types of *Mistakes Under* *Indian Law*

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Different Types of Mistakes Under Indian Law

By: Dipendra Singh Tomar

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MISTAKE¹

The mistake is something that is not done intentionally. An act done without any proper intention is considered a mistake.

There are mainly two types of mistakes given under section 20 Indian contract act 1872.

- 1. The mistake of facts.**
- 2. The mistake of law.**

Let's briefly understand both.

1. THE MISTAKE OF FACTS:

- ☐ The mistake of facts arises when one or both the parties to the contract misunderstood the facts.
- ☐ The mistake of Facts arises when one or both parties understood the facts but, in a different way and a different sense.
- ☐ The mistake of facts is never done intentionally. It happens by mistake of any party when parties' minds do not meet in the same scene or in the same way.

¹ [Section 20 in The Indian Contract Act, 1872 \(indiankanoon.org\)](http://indiankanoon.org)

- ❑ The mistake is done may be because of ambiguity, omission, negligence by any party or any other related reasons.

❑ **The mistake of facts are two types:**

i. Bilateral Mistake.

ii. Unilateral mistake.

Let's firstly discuss each of them.

Bilateral Mistake:

The bilateral mistake is given under section 21 of the Indian contract act 1872. Mistakes when both or all the parties under the mistake of facts are known as Bilateral Mistake. When both or all parties are in a mistake are commonly also called a mutual mistake and common mistake. In this, all the parties do not agree on the same fact and not on the same thing in the same scene. The result of bilateral mistakes is null and void under the Indian contract act 1870.

Parties are entering into the contract by mistake and do not agree on the same thing, in the same way, so the concept of consent lacks. Its result is not free consent and the contract is null and void.

❑ **Example:**

Ram entered into a contract with Raven to sell his car. Ram is not aware of the fact that his car meets with an accident last night and raven is also unaware of these facts. Both the parties unaware of the fact enter into a contract. The result of this contract is void.

Unilateral Mistake:

Unilateral mistakes are given under section 22 of the Indian contract act, 1872. Mistakes, when one party is in the mistake of fact, is known as a unilateral mistake. The result of unilateral mistake contract is a valid contract².

❑ **Example:**

Ram and Raven into a contract of unilateral mistake. Ram has one car and he wants to sell it to the raven. Raven agreed to buy the car and thought that it's a racing car. After the contract is done raven gets to know it was a mistake on his part, so, it's a valid contract as per section 22 of the Indian contract act 1872.

² [Section 22 in The Indian Contract Act, 1872 \(indiankanoon.org\)](http://indiankanoon.org)

2. MISTAKE OF LAW³.

- A Latin maxim “*Ignorantia Juris Non-Excusat*” this maxim means ignorance of the law is not an excuse.
- Under section 21 of the Indian contract act, 1872 a contract is not void due to a mistake of law.
- Under the mistake of law, parties cannot claim any excuse from the contract they have entered.
- Parties entered into the contract they have to know about law enforcement in a country.
- Therefore, the mistake of facts can be excused, but the mistake of law is not an excuse.
- Parties cannot claim any relief from the contract on the excuse of mistake of law.

CONCLUSION:

As we have discussed Mistake of law and mistake of facts. These two terms confused me the most. This paper helps the readers to clearly understand the difference between both the terms. In this paper we have to understand that a mistake of facts is an excuse under Indian law, if anyone commits the mistake of facts they can get away. But, the mistake of law is not an excuse, under Indian law if anyone committed the mistake of law, it attracts punishment. It is not an excuse.

This case study is for information purpose only. Nothing contained herein shall be deemed or interpreted as providing legal or investment advice.

³ [Section 21 in The Indian Contract Act, 1872 \(indiankanoon.org\)](http://indiankanoon.org)