**MOOT PROBLEM ON CIVIL LAW**

**In the case of:**

**SOHAN V. MOHAN**

Mohan and Sohan were long standing acquaintances who regularly had business dealings with one another. On 1st November, 2012, Mohan, from his home address in Hyderabad, wrote to Sohan at his address in Bhillai, offering to sell him his customised Volkswagen Polo motor car, (which he has long admired), for Rs 5,00,000 the offer to remain open until 5th November, 2012. On receiving the offer on 2nd November, Sohan left Bhillai on a business trip to Lucknow. On the 2nd of November, Mohan sold the car to Kamal and posted to Sohan a revocation of his offer. This was delivered to Sohan’s Bhillai address on 3rd November. On 4th November, Sohan posted an acceptance of the offer from Lucknow, addressed to Mohan at his business address, (which was the address from which Mohan usually conducted dealings with Sohan) in Kondapur, Hyderabad. It was delivered there on 5th November but as Mohan was absent from his office on that day, it wasn’t read by him until 6th November. On 7th November, Sohan returned home and read the letter of revocation.

*Sohan filed a case in the civil court claiming that a contract had been formed between himself and Mohan, in that he had accepted the offer either on 4th November through the application of the postal, or on the 5th November when the letter was delivered to Mohan’s place of business. Both events took place before the offer lapsed and before Mohan’s letter of revocation was communicated to him. Hence, Mohan selling the car to Kamal was in breach of the contract.*

* ***The matter to be heard by Ld. Civil Judge (Snr. Div.)***
* ***Students shall prepare memorials/arguments for both Petitioner and Respondent.***
* ***Students may frame their own issues***