There was no fiduciary connection between the parties. The engagement was, however, held to be voidable by reason of the misrepresentation, but the plaintiff was not entitled to recover any compensation under Section 75 of the Contract Act.

* Where silence is deceptive: Silence is sometimes itself equivalent to speech. A person who keeps silent, knowing that his silence is going to be deceptive, is no less guilty of fraud. Where, for example, the buyer knows more about the value of the property, which is the subject of sale, but prefers to keep the information from the seller, the latter may void the sale.
* Change of circumstances: Sometimes a change in circumstances might take place in the intervening period, between the representation of facts and when the contract is entered into. When this happens it is the duty of the person who made the representation to communicate the change of circumstances.

A medical practitioner represented to the plaintiff that ‘his practice was worth $2000 a year’. The representation was true. Five months later when the plaintiff actually bought the practice, it had considerably gone down on account of the defendant’s serious illness. It was held that the change of circumstances ought to have been communicated.

* Half-truths: Even when a person is under no duty to disclose a fact, he may become guilty of fraud by non-disclosure if he voluntarily discloses something and then stops halfway. A person may be silent, but if he speaks, a duty arises to disclose the whole truth. ‘’ Everybody knows that sometimes half a truth is no better than a downright falsehood’’

#### Difference between fraud and misrepresentation

1. Fraud is intentionally wrong, whereas misrepresentation may be quite innocent.
2. Fraud in addition to making the contract voidable is a cause of action in tort for damages. Misrepresentation is not a tort but under [Section 75 of the Contract Act](https://indiankanoon.org/doc/171398/)
3. . ‘’ A person who rightfully rescinds a contract is entitled to compensation for any damage which he has sustained through non-fulfilment of the contract’’.
4. A person complaining of misrepresentation can be countered with that he had the opportunity of discovering the truth with ordinary effort’, but excepting, fraud by silence, it does not lie in the mouth of the person committing fraud to say that his victim was too easily deceived or had the means of discovering the truth.