**PERFORMANCE OF A CONTRACT**

In general, an agreement between two parties that creates legal obligation and is enforceable by law is a contract. For entering into a contract, there are certain essentials-

* Agreement between two parties
* The intent of Legal obligation
* Lawful consideration
* The condition should be certain with a legal object
* Free Consent
* Competency of parties

**Performance of a Contract**

The basis of a contract is that both the parties have to fulfil their part of the contract in order to give effect to it according to the stipulated terms. Performance of a contract is the fulfilment of the contractual obligations by the parties. It is one of the methods to discharge a contract.

The parties have no further rights and liabilities once the contract is discharged. The obligation of parties to contract—The parties to a contract must either perform, or offer to perform, their respective promises unless such performance is dispensed with or excused under the provisions of this Act, or of any other law. Promises bind the representatives of the promisors in case of the death of such promisors before the performance, unless a contrary intention appears from the contract.

A contract being an agreement enforceable by law comprises of reciprocal promises. In order that a party can enforce the promises made to him, he should perform his promise or offer to perform his promise and it is after he has so performed, or offered to perform, his pro

 It must be unconditional in nature- Unconditional means that neither should any extra conditions be attached to the contract nor should any existing condition be altered. Also, the conditions should remain the same as they were at the time of finalization of the contract.

 A tender must be made at a proper time and place- In most of the cases, the time and place of the tender are fixed. But if not, the time and place should be reasonable, for example, if goods are delivered at odd hours and such tender is refused, the promisor will not be discharged of his obligation.

 The offeree must be given a reasonable opportunity to ascertain the proposal- The offeree should have a reasonable time to ascertain that all the conditions have complied in the performance of the contract.

**Who can perform a Contract?**

**Promisor himself :** If the terms and conditions of the contract clearly specify that the conditions are as such that the promisor only can perform them, then it can be done by the promisor only. This means contracts which involve the use of personal skill and expertise, must be performed by the promisor himself.

**Agent:** When it is not separately mentioned that the promisor needs to complete the performance, then the agent can perform the contract on behalf of his principal i.e. the promisor.

**Representatives:**  A contract which involves the use of personal skills of the promisor or is founded on personal consideration comes to an end on the death of the promisor. In such a condition, the legal representatives of the promisor are bound by the conditions of the contract entered into by him until contrary intention appears from the contract. But their liability will be limited to the share of the property they have inherited from the deceased promisor. Sometimes the nature of the promise is an indication by itself that the promisor must perform the contract in his own capacity. This usually happens in cases where the use of the personal skills of the promisor is involved, for instance, a contract to paint, sing or marry and contracts to technical nature. In such cases, the death of the promisor puts an end to the contract.

**Third Persons:** For performance by a third person, the promisee has to accept it when the contract is being made. Once the condition of performance by the third party is accepted, promisee cannot deny later. The contract performed in this case will be discharged on the part of the promisor if done by the decided third party, even if the promisor does not ratify the performance explicitly. In Hirachand Punamchand v Temple, a debt was held to be discharged when creditor accepted a smaller sun from debtor’s father in full settlement. Performance of the father (read the third party) in this case discharged the contract. Discharge of a contract by the third party’s performance can take place only when it is done with the intention of doing so.