

JONES V. PADAVATTON: A LEADING CASE IN DOMESTIC AGREEMENT

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ABSTRACT

The Domestic Agreement was such a concept whose enforceability always has been questioned until major cases happened that cleared the questionability of legal relations between members of the family. Legal relations may be defined as an intention to create legal obligations which can be enforced by the courts if one of the parties refuses or is unable to fulfill their responsibilities. The JONES V. PADAVATTON is one of them as it demonstrates how an agreement may be held binding if there is an intention to make one since such arrangements take place on family ties, mutual trust, love, and affection, which lacks formality and intention to make the legally binding agreement. This article shed light on the significance of intention while making agreements. Furthermore, it analysis the case related to the domestic agreement.

Keywords: legal relations, intention, and domestic agreement.

INTRODUCTION

An intention to create legal obligations has always played a significant role since it is a doctrine operated in the Contract Law¹ for legally enforceable agreements and contracts by both parties as it gives rise to rights and duties since this doctrine has developed over the years because of several national and international precedents laid down by the honorable courts where it was upheld that parties need to have the intention to create legal relationships to have a binding effect over agreements/contracts. That is the reason why the ‘intention to create legal relationships’ does not have an expressly declared provision in the [Indian Contract Act 1872](#).²

The Domestic Agreement has always varied to the circumstances and facts, however, what has been common was the intention of the parties to create legal obligations. As it is presumed that domestic agreements take place on family ties and mutual trust and lack formality while making such arrangements. The Richard Austen – Baker scholar of English contracts stated that the perpetuation of the concept into current times is based on a confusion of it with the

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¹ <<https://www.britannica.com/topic/contract-law>> accessed on March 9, 2023

² <<https://legislative.gov.in/sites/default/files/A1872-09.pdf>> accessed on March 9, 2023

concept of a consensus ad idem("agreement to the same [thing]") which is an undoubted requirement of synallagmatic contracting and that this confusion may be the result of recent ignorance of Latin.³

Let's take a look over the landmark case of the contract law JONES V. PADAVATTON which sheds the light on the significance of the Intention to create legal obligations.

FACTS OF THE CASE

A divorced woman was living in Washington with her son. She was employed as an assistant accountant at the embassy. Her mother lived in Trinidad and wished her to be near her. She convinced her daughter to leave her job and join legal education and if she became a qualified barrister, then go to Trinidad and practice as a lawyer there. The daughter agreed eventually and commenced her studies. The mother undertook to foot the bill, she also bought a house in England, and part of it was given to her daughter till the completion of her education. The daughter was not able to complete her education and also remarried. Mother and daughter fall out and the mother commenced to evict her as to the occupancy of the house and sought possession. It was held the daughter was entitled to remain in possession of the house and the mother appealed against the order.

ISSUES

Whether there was an intention to create legal relations on the part of the mother.

DECISION

It was stated by Lord Justice Danckwerts followed by Lord Justice Salmon, that the present case is one of those family arrangements which depend on the good faith of the promises which are made and are not intended to be rigid, binding agreements. *Balfour v. Balfour* n(3)⁴ was a case of husband and wife, but there is no doubt that the same principles apply to dealings between other relations, such as father and son and daughter and mother. This, indeed, seems to be a compelling case. The mother and the daughter seem to have been on very good terms before 1967. The mother was arranging for a career for her daughter which she hoped would lead to success. This involved a visit to England in conditions that could not be wholly

³ R. Austen-Baker, 'Gilmore and the Strange Case of the Failure of Contract to Die After All' (2002) 18 *Journal of Contract Law* 1

⁴ *Balfour v Balfour* [1919] 2 KB 571

foreseen. What was required was an arrangement that was to be financed by the mother and was such as would be adaptable to circumstances, as it was. The operation of the house was, not a completely fresh arrangement, but an adaptation of the mother's financial assistance to the daughter due to the situation which was found to exist in England. It was not a stiff contractual operation any more than the original arrangement.⁵

Lord Justice Fenton Atkinson also quoted that “Many of the agreements do not result in contracts at all, and they do not result in contracts even though there may be what as between other parties would constitute consideration for the agreement. The consideration, as we know, may consist either in some right, interest, profit, or benefit accruing to one party, or some forbearance, detriment, loss, or responsibility given, suffered, or undertaken by the other. That is a well-known definition, and it constantly happens, that such arrangements made between husband and wife are arrangements in which there are mutual promises, or in which there is a consideration in the form within the definition. Nevertheless, they are not contracts, and they are not contracts because the parties did not intend that they should be attended by legal consequences.”⁶

As a result, Mother’s appeal was allowed presuming that the arrangement took place as a domestic arrangement that lacked formality which shows that there was no intention to create legal relations and it was solely based on mutual trust, affection, and family ties.

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SIMILAR CASE

BALFOUR V. BALFOUR was the first case wherein the intention of creating a legal obligation was recognized. Lord Justice Fenton Atkinson quoted that “Intention to create a legal relation was absent because it was a domestic agreement between husband and wife. It is necessary to remember that there are agreements that do not result in contracts always.”⁷

CONCLUSION

After reading the entire case it may conclude that Domestic Arrangements are such arrangements that are not enforceable in a court of law, JONES V. PADAVATTON case is a

⁵ <http://faculty.law.ubc.ca/biukovic/supplements/JonesvPadavatton.htm> accessed on march 9, 2023

⁶ <http://faculty.law.ubc.ca/biukovic/supplements/JonesvPadavatton.htm> accessed on March 10, 2023

⁷ *Balfour v Balfour* [1919] 2 KB 571

testimony of that followed by BALFOUR V. BALFOUR. These cases are widely used in England as well as India too since Indian laws have similarities with English law.

Also, these cases are always cited in conjunction with MERRITT V. MERRITT [1970] EWCA Civ 6, [1970] 1 WLR 121 as in that case the husband had left the wife by his own choice because he preferred the company of another woman. He was therefore not only presumably committing adultery with her but was also in desertion. The wife, therefore, had several grounds for which she could have commenced divorce proceedings, or taken such proceedings as she might have been advised for maintenance, either in a justices' court or in the High Court, on the ground of desertion or willful neglect to maintain. No proceedings became necessary, because the husband arranged to pay £40 a month, and undertook that when she had discharged a small amount outstanding on the mortgage, he would transfer the property to her sole ownership.⁸

Now, we can conclude that intention plays a significant role while making agreements and contracts. While making the legal contractual obligations the parties involved need to agree, with full consciousness and with clear intention, to create legal relationships between or among them. Therefore, if legal contractual obligations are breached by any one of the parties, the other may approach the court for remedy.

⁸ <<http://www.bailii.org/ew/cases/EWCA/Civ/1970/6.html>> accessed on March 11, 2023