

## BALFOUR VS. BALFOUR – A CASE STUDY

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### INTRODUCTION

The above-named case i.e., Balfour vs. Balfour was chosen by the Court of Appeal in the year 1919 Congress beneath the Indian Contract Act,1872. This case is considered an agreement that is legally enforceable and creates a legally binding relationship between the parties who are making the agreement in the eyes of the law. This case is about a contract between a couple named Mr. Balfour and Mrs. Balfour. Within this case, we are going to ponder approximately how the recompense was given to the party who was supposed to get it by knowing about all facts and scenarios of this respective case.

### FACTS

One fine day, a couple named Mr. Balfour and Mrs. Balfour decided to go on a vacation and they decided to go to England to enjoy their vacation.

They went there and enjoyed their vacation in England and now their return date was nearby.

But unfortunately, Mrs. Balfour fell so sick that she was completely unable to return back from England to her hometown. Due to her sickness, she was not able to walk and also not able to do anything.

They had booked their return ticket at the time of arrival in England and also Mr. Balfour was supposed to come back at any cost because he has a lot of work pressure in his office that's why he was not in a position to stay in England with his wife Mrs. Balfour.

So, Mr. Balfour came back from England and at the time of returning from England, he promised her wife, Mrs. Balfour that until she is sick he will send her £30 per month in her bank account for her treatment, medicine and her personal care and one Mrs. Balfour will be fine and will be able to come back then he will come to England to take her back to their hometown.

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After some months of Mr. Balfour's departure he sent money on time every month to Mrs. Balfour but after a few days, he stopped sending money. After seeing this situation, she called Mr. Balfour but was ignoring Mrs. Balfour's call and was not replying to her.

One day, Mr. Balfour received Mrs. Balfour's call and when Mrs. Balfour asked him for the money then Mr. Balfour denied to pay any amount of money to her stating that he is not able to send money.

He also stated that now Mrs. Balfour should take care of her on her own.

When Mrs. Balfour told her husband that he has promised her that he will pay her £30 every month for her treatment and care then Mr. Balfour told her to forget about the promise but he will not give her any money.

Mrs. Balfour told Mr. Balfour that if he will not send her the money then who will give her? Mr. Balfour told her to arrange money for her on her own.

Listening to this, Mrs. Balfour said Mr. Balfour that if he will not listen to her and not send her money then she will file a suit against him and will take him to court. Mr. Balfour told Mrs. Balfour that she can do whatever she wants to but, he will not pay her the compensation.

After all this scenario, Mrs. Balfour decided to file a suit against Mr. Balfour and she filed the suit in the Court of Appeal for the compensation that she was supposed to get from Mr. Balfour for her treatment

### **DECISION OF THE COURT**

The Court of Appeal gave their decision in favour of Mrs. Balfour that Mrs. Balfour should get the compensation and also Mr. Balfour is liable to pay £30 per month to his wife, Mrs. Balfour. In their decision, the court said that there was a legally bounded agreement subsisting between both the parties i.e., Mr. Balfour and Mrs. Balfour and this agreement created a legal relationship between both parties. So, the agreement is needed to be fulfilled as per the agreed terms and conditions according to the Indian Contract Act, of 1872.

### **OBSERVATION OF THE COURT**

In this respective case, Balfour vs. Balfour, the Court of Appeal observed that it was true that Mr. Balfour and Mrs. Balfour went to England to enjoy their vacation and at the time of

returning Mrs. Balfour fell sick because she has a doctor's prescription. Also, if we discuss the promise of compensation, then the court observed in Mrs. Balfour's bank statement that Mr. Balfour send her money on time for a few months but after some time he stopped sending the money and also Mr. Balfour had also told her that he promised to pay but now he will not. So, here it was clear that the promise was real and not illusionary and Mr. Balfour stopped sending money to his wife. After observing all these facts and scenarios, the court stated that Mr. Balfour was liable to pay £30 compensation to her wife per month because he was in a legally bound relationship with her wife due to the agreement. And also, the court said that apart from all these compensatory facts, Mrs. Balfour was his wife and in this way, it was his primary responsibility to send money to her wife for her health and wellness.

### **ANALYSIS: CONCLUDING REMARKS**

#### **DEFENDANTS ARGUMENT-**

The defendant i.e., Mr. Balfour said in his side of the argument that, yes, he promised her wife, Mrs. Balfour, that he will give her £30 per month for health, treatment and care. But, as she was in England for a very time and she was not getting well and he was sending her money continuously for some months and she was not getting well. He also stated in his argument that as it was a long time so he was not able to connect and send money to his wife because it was getting a big amount for him and for how long will he pay her money every month. In his argument, he also stated that her wife might be enjoying with his money that he was sending to her in England because after sending that much money, how can she not be fine? So, he decided to stop sending money to Mrs. Balfour.

#### **PLAINTIFF'S ARGUMENT-**

The plaintiff Mrs. Balfour said in her argument that she was very much sick and because of that she was not even able to walk and do anything for her and that time her husband left her and went back. She told that she let this topic go because he had a lot of work there. But when he promised to pay her £30 per month, at least he should send that to her in time. But he stopped sending her money as well. She also stated in her argument that her husband stopped responding to her calls because of the money and when she asked for the money, he ultimately denied to give a single amount of money because he thought that I was acting sick and he also thought that I was enjoying with his money. She stated that how can a man think like this about his wife? This clearly shows that the intention and thinking of Mr. Balfour is

typically bad. She also said that she asked him for the money because they were in legally bounded contact that is enforceable in the eyes of the law. She also mentioned in her argument that she gave a warning to Mr. Balfour that if he will not give her money then she will take him to court but, he did not listen to her at all. That's why she brought the case to the court of appeal and asked for compensation of £30 per month as per the promise.

After listening to the argument from both plaintiff's side and the defendant's side the court analyzed the decision by stating that if Mr. Balfour had promised to pay £30 per month to her wife Mrs. Balfour, then he has to pay that amount to her at any cost because his promise changed into a legally bounded relationship at the time when he promised her wife at England. The court said that maybe Mr. Balfour took Mrs. Balfour as a joke when she told him that she will take her to court or maybe he took the court as a joke that the court will not tell him to compensate and the court will give a decision in his favor. The court also stated how can a man leave his wife in that situation and if he leaves in any emergency case then at least he should give her money for the treatment. If the defendant was not able to pay money to his wife then should take her wife with him to their hometown. The court further stated that the compensation must be given to Mrs. Balfour by Mr. Balfour as per the rule of the Indian Contract Act, of 1872.