
THROUGH THE LOOKING GLASS: A NARROW VIEW OF THE INDIAN LAW OF INDEMNITY

Sara Jain, O.P. Jindal Global University

ABSTRACT

This paper is an analytical study on the Indian Law of Indemnity. A comparative analysis of 34 cases that brought the issue of indemnity as understood under section 124 and 125 of the Indian Contract Act, 1872 (Further as, “The Act”) has been illustrated with the help a table. It is evident from the table that these sections are open to more than one interpretation and courts have developed a cohesive test for indemnity that is uniformly accepted across India. In some cases, the judges have very narrowly interpreted the sections pertaining to Indemnity in the Act, limiting its applicability. While on the other hand, a different array of cases have allowed for a wider interpretation of the same sections. Through this paper, I aim to focus on both these types of interpretations and also throw light on other aspects of indemnity law in India and the way they can be restructured by the legislature to extend the application of the statutes. The recommendations given in the paper are evident of the role of legislature in reforming law; the analysis and interpretation of these statutes elaborated in this paper suggests how the judiciary plays a role in the application of laws in the country. This paper is a result of secondary research with sources being cases, law commission report, books, and journal articles. The aim of my paper is to give an analysis of the way indemnity laws are drafted and applied in India, delve into the fact of the gap that exists between the two and give suggestive recommendations with regard to the same.

CHAPTER 1- LAW OF THE LAND

THE PREVALENT UNDERSTANDING OF INDEMNITY IN INDIA AND UNDER COMMON LAW

The prevalent law of indemnity in India is stated under sections 124 and 125 of the Indian Contract Act, 1872.

Section 124 states:

“Contract of indemnity” defined- A contract by which one party promises to save the other from loss caused to him by the conduct of the promisor himself, or by the conduct of any other person, is called a “contract of indemnity”.

Section 125 states:

Rights of indemnity-holder when sued- The promisee in a contract of indemnity, acting within the scope of his authority, is entitled to recover from the promisor-

- (1) all damages which he may be compelled to pay in any suit in respect of any matter to which the promise to indemnify applies;
- (2) all costs which he may be compelled to pay in any such suit if, in bringing or defending it, he did not contravene the orders of the promisor, and acted as it would have been prudent for him to act in the absence of any contract of indemnity, or if the promisor authorized him to bring or defend the suit;
- (3) all sums which he may have paid under the terms of any compromise of any such suit, if the compromise was not contrary to the orders of the promisor, and was one which it would have been prudent for the promisee to make in the absence of any contract of indemnity, or if the promisor authorized him to compromise the suit.

In the case of *Gajanan Moreshwar Parelkar v. Moreshwar Madan Mantri*,¹ it was held by the Bombay High Court that “Section 124 and 125 of the Indian Contract Act, 1872 are not exhaustive of the law of indemnity and the courts here would apply the same equitable principles that the courts in England do.” Here we see a clear intent of the judiciary to give a broad reading to the law of indemnity. In a series of other cases, the courts have held that the

¹Gajanan Moreshwar Parelkar v. Moreshwar Madan Mantri, AIR 302 (Bom.: 1942)

law of indemnity in India is much narrower than the English law of Indemnity which has evolved through common law.² Under current English law, indemnities must be clearly and precisely worded in the contract in order to be enforceable.³ Enforceability has been used in English and commonwealth indemnity cases in various senses. It may be just another way of saying that the liability must be definite and presently accrued, rather than inchoate, future or contingent.⁴

INDEMNITY AND DAMAGES

The concept of right to indemnification is often confused with right to damages.⁵ This is because when a contract is broken, the end result the indemnity and damages play is the same, i.e. they put the promisee in condition that persisted before the contract was breached. It is important to understand that though the end results may be similar, a right of indemnification is substantially different from a right of damages. Few differences between the two are that to seek damages, the parties have to establish actual losses or foreseeability of such losses, whereas under indemnity, such a requirement does not exist. Also, under right to damages, the aggrieved party cannot raise claims for consequential or indirect losses, which is not the case with the right of indemnity. Further, unlike damages, indemnity can be claimed for third-party losses as well, and indemnified parties do not automatically carry a duty to mitigate any losses. Given the above, the benefits of a right to indemnification cannot be ignored, particularly where a party wishes to seek recourse from the indemnifying party in absence of a breach of contract. A careful and appropriate formulation of the right of indemnity in the contract can potentially be more advantageous, given the prospective scope of claiming an amount which is higher than what would be claimed as damages. This may help the aggrieved party to end up in a much

²See POLLOCK & MULLA, *THE INDIAN CONTRACT ACT & SPECIFIC RELIEF ACT* (15th ed. 2017), (English law defines contract of indemnity as ‘a contract expressed or implied, to keep a person who has entered into, or who is about to enter into, a contract or incur any other liability indemnified against loss, independently of the question whether a third person makes a default.’)

³Raymond L. Sweigart, *English Indemnity Law—Parsing the Promise: Words Are Important, But So Are Actions*. PILLSBURY WINTHROP SHAW PITTMAN. Retrieved 26 February 2015

⁴Wayne Courtney, *Indemnities and the Indian Contract Act, 1872*. NATIONAL LAW SCHOOL OF INDIA REVIEW, Vol. 27, No. 1 (2015), pp. 66-88

https://www.jstor.org/stable/44283647?read-now=1&logged-in=true&seq=4#page_scan_tab_contents

⁵S.S. Rana & Co. Advocates, *India: Indemnity vs Damages*. Last updated 16 Jan, 2018

<http://www.mondaq.com/india/x/664102/Contract+Law/Indemnity+Vs+Damages>

better situation than what would have been if damages are claimed.⁶

⁶Nandish Vyas & Pranati Ishwar, Indemnification Provisions - Is the fight on the indemnity clause worth the effort <https://barandbench.com/wp-content/uploads/2016/11/Indemnification-Provisions.pdf>

CHAPTER 2- A FALLIBLE LAW

Though the text of the law of indemnity seems to be straightforward, legislative errors and its many nuanced flaws surface, once a person probes deeper into the judicial interpretation of the text. These flaws and concerns are well documented by the thirteenth law commission report. The critiques have been divided in two primary sections for convenience, the first one being discussed under this chapter and the second one in the next chapter. Firstly, statutory critiques, which deals with critiques of the statute's text and phrasing. Secondly, nature of loss, here the section specifically analyses the nature of loss aspect of indemnity disputes. The paper by tracing the historical interpretation of this aspect, analyses the logic and principles of law that the judiciary has based its findings on. The paper however, contends that though materially the direction of law is a progressive one, the limitation of filing a suit has led to unintended ramifications that cripple any hope for equitable relief.

STATUTORY CRITIQUES

SECTION 124: A CONSERVATIVE VIEW OF INDEMNITY

Section 124 has been variedly interpreted by courts in cases. A limitation which has been suggested is that section 124 of the Indian contract act covers only express promises of indemnity.⁷In the case of *Secretary of State v. Bank of India*,⁸ Lord Halsbury's proposition of law was cited, according to which 'It is a general principle of law when an act is done by one person at the request of another which act is not in itself manifestly tortious to the knowledge of the person doing it, and such act turns out to be injurious to the rights of a third party, the person doing it is entitled to an indemnity from him who requested that it should be done.'⁹ The application of principles like these to deliver judgments of indemnity has opened doors for promisee to raise an indemnity claim even for implied contracts.¹⁰Hence, the contracts of indemnity in India include promise, expressed as well as implied, to indemnify a person for damage or loss, caused by event or accidents, not depending upon the conduct of any person at all.

⁷supra, at 4

⁸*Secretary of State v. Bank of India*, AIR 191 (P.C.: 1938) at pp. 192-93

⁹ *Dugdale v. Lovering* [1875] L.R. 10 C.P. 196

¹⁰ *Partab Singh v. Izzat-Un-Nisa Begam*, ILR (1909) 31 All 583 (PC); *Tilak Ram v. Surat Singh*, AIR 1938 All 297; *Shanti Swarup v. Munshi Singh*, AIR 1967 SC 1315

Section 124 deals only with one particular kind of indemnity which arises from a promise made by the indemnifier to save the indemnified from the loss caused to him by the conduct of the indemnifier himself or by the conduct of any other person but does not deal with those classes of cases where the indemnity arises from loss caused by events of accidents which do not or may not depend upon the conduct of the indemnifier or any other person, or by reason of liability incurred by something done by the indemnified at the request of the indemnifier'.¹¹The definition given under section 124 is in one sense, incomplete: a contract is bilateral in character, yet the definition accounts only for one party's obligations. However, the basic point is that the proper subject of analysis is a promise of indemnity, and not a contract of indemnity. Section 124 and 125 also refer to the 'promisor' and 'promisee' and section 125(1) refers to the 'promise to indemnify'. The same mixed usage can be found in other jurisdictions as well.¹²

SECTION 125: AN IMPRACTICAL LAW

Section 125 of the ICA demands an emphasis on court proceedings, as is evident from the three sub-clauses of the section.¹³ This paper contends that undue stress on lengthy trials in determination of legal minutia relating to indemnity disputes results in a delay of the recovery of damages and sums that are due, defeating the purpose of an indemnity contract. This is further exaggerated by the average length of a legal dispute in India. In practice, this system leads to the purpose of a contract of indemnity being moot, since the indemnifier is not able to recover damages and sums owed to him in due time, or before 'actual damnification'.¹⁴

Further, this also frustrates the intention of entering into the contract of indemnity in the first place. According to the principle of indemnity, the contract is entered into so that the promisee does not have to face losses. But, if the courts, due to the inefficiency of the system, wait till the point of actual damnification for the indemnifier to enact the contract of indemnity, then he has already suffered losses. The act does not describe the rights of the promisor, it says little about enforcement by the promisee except in relation to lawsuits and compromises. Even there,

¹¹ See Thirteenth Report of the Law Commission of India, 1958, at para 103 (recommends amendment of Section 124. The new text would read as follows, "124. 'Contract of indemnity' defined- A contract by which one party promises, expressly or implied, to save the other from loss caused to him by the conduct of the promisor himself, or by the conduct of any other person or by an event not depending on such conduct, is called a 'contract of indemnity'.")

¹²supra, at 4

¹³Sec. 125 of the Indian Contract Act, 1872 (All of them talk about damages that the indemnity-holder can recover from the indemnifier in instances of 'any such suit')

¹⁴See *Gajanan Moreshwar Parelkar v. Moreshwar Madan Mantri* AIR 302 (Bom.: 1942), (The indemnity holder has a cause of action based on a contract of indemnity against the indemnifier as soon as his liability becomes absolute, and need not wait for actual loss)

it does not refer to equitable enforcement. Gaps like these have been filled by Indian case law developments.¹⁵ It has been held that rights of the indemnifier are similar to that of a surety, under section 141 of the ICA. In other words, the rights of an indemnifier are same as those of a surety under a contract of guarantee.¹⁶

On the other hand, the act was more forward-looking in its use of the concept of the scope. Section 125 opens by referring to acts by the promisee “within the scope of his authority” and section 125(1) refers to “any matter to which the promise of indemnity applies”. Section 125(1) and 125(3) also settled the position of a promisee who is adjudged liable or who compromises an alleged liability. These points were unsettled in English law when the Act came into effect and the controversy remains unresolved.¹⁷

In its thirteenth report, the law commission was concerned by the failure of the act to address the matter of enforcement of the indemnity before loss. Therefore, it recommended the addition of section 125A.¹⁸ Under this section, the indemnifier may be directed to pay a specific sum to the third party, so as to discharge the indemnified party from the liability. Section 125(1) appears to be similar but slightly narrower, as it refers only to discharge and not release. In some circumstances, the indemnified party may even be entitled to call for payment in advance to itself, so that it can then use the funds to pay the third party. The exact scope of this last form of order is unsettled.¹⁹ The object of specific enforcement is to compel the indemnifier to act so that loss- a breach- does not occur. This does not mean that a contractual promise to indemnify is specifically enforceable at will. In general terms, relief is limited to situations in which loss is sufficiently imminent.²⁰ More intriguing is the explanatory comment to section 125A, which negates a precondition that the liability can ‘effectively be enforced against him’.

¹⁵supra, at 4

¹⁶ RSN PILLAI, LEGAL ASPECTS OF BUSINESS (MERCANTILE LAWS INCLUDING INDUSTRIAL AND COMPANY LAWS) 167 (1st ed. 2011)

¹⁷ Supra, at 4

¹⁸ Section 125A:-

“Rights of indemnity-holder.-

1. The promisee in a contract of indemnity acting within the scope of his authority may, where a liability has arisen against him in favor of a third party, obtain against the promisor, in an appropriate case, a decree compelling the promisor to set apart a fund out of which the promisor may meet such liability or directing the promisor to discharge such liability himself.
2. The promisee may institute a suit under this section even when no such suit as referred to in section 125 has been instituted, and irrespective of whether any actual loss has been sustained by the promisee or not.

Explanation- The promisee is not precluded from obtaining relief under this section merely on the ground that the promisee’s liability to the third party cannot effectively be enforced against him.”

¹⁹ supra, at 4

²⁰Ala Venkataramanna v. Palacherla Manqamma, AIR 1944 Mad 457

CHAPTER 3- NATURE OF LOSS

According to the Limitation Act and the judicial interpretation of indemnity. the court in the case of *H.P Financial Corpn. v. Pawna*,²¹ laid down that the limitation period to file an indemnity claim is within three years from the date of absolute liability. This is an application of the concept of indemnity by the Indian courts. According to decisions given by some courts, a prerequisite to file an indemnity claim is the fact of actual damnification. In cases where this understanding and application of indemnity is done, it has been stated that the limitation period begins from the time when the promisee suffers actual damage (which may be through various ways, like payment of a debt or damages paid in any suit). Courts said that any suit brought before this damnification is premature and must not be catered to. Hence, the indemnity-holder could not indemnify himself until actual loss accrued. This was the principle under the English law too. But, courts of equity stepped in and suggested that following such a standard would throw an intolerable burden on the indemnity-holder. If a suit was filed against him, he had actually to wait till a judgment was pronounced, and it was only after he had satisfied the judgment that he could sue on his indemnity. It is important to consider that he might not be in a position to satisfy the judgment. The Court of equity held that if his liability had become absolute then he was entitled either to get the indemnifier to pay off the claim or to pay into Court sufficient money which would constitute a fund for paying off the claim whenever it was made.²² The courts in the country have broadened the scope of indemnity by including this as a fundamental principle to judge cases.

This has been highlighted by the courts by saying ‘when a person contracts to indemnify another, the latter may compel the indemnifier to place him in a position to meet the liability that may cast upon him, without waiting until he (indemnity-holder) has actually discharged it.’²³ The inclusion of this principle is coherent with the English law principles of justice, equity and logic and is also incorporated by the judges in giving out judgments in cases of indemnity. The clause of indemnity in the statute is not inclusive of this principle but the Law Commission of India²⁴ accepted the view that ‘to indemnify does not mean to reimburse in respect of money paid, but, in accordance with the derivation, to save from loss in respect of the liability against

²¹5 SCC 617 (2015)

²² Gajanan Moreshwar Parekar v. Moreshwar Madan Mantri, AIR 302 (Bom.: 1942)

²³ K Bhattacharjee v. Nomo Kumar 1899 26 CAL 241; see also Shiam Lal v. Abdul Salal 1931 ALL 754

²⁴ In the Thirteenth Report of the Law Commission of India, 1958.

which the indemnity has been given’, and recommended adding a section to the Act specifying the rights of the indemnity-holder, and the remedies available to him even when he is not sued.

COMPARATIVE ANALYSIS

S. No.	Name of case	Express/ implied	Actual damnificatio n/absolute loss	Relation of parties	Remedies offered/ final judgment
1	Gajanan Moreshwar Parelkar v. Moreshwar Madan Mantri	Implied	Absolute loss	friends	Defendant to be ordered to procure from the mortgagee a release of the plaintiff from all liability under the deed of mortgage.
2	Osman Jamal & Sons Ltd. v. Gopal Pushottam	Express	Absolute loss	Principal agent	Decree in favor of plaintiff company for sums and cost.
3	Shankar Nimbaji Shintre v. Laxman Supdu Shelke	Express	Actual damnificatio n	Relatives	Plaintiffs should suffer actual loss before they could maintain their action on the indemnity.
4	Chand Bibi v. Santoshkumar Pal	Express	Actual damnificatio n	Mortgage e, mortgago r	No cause of action had yet arisen in respect of the indemnity, because no payment had been made by the vendors to the mortgagee & they had not yet suffered any loss. Suit premature
5	Mangladharam v. Ganda Mal	Express	Actual damnificatio n	Vendor, vendee	

6	Secretary of state v. Bank of India	Implied	Actual damnification	State, bank	It is a general principle of law when an act is done by one person at the request of another which act is not in itself manifestly tortious to the knowledge of the person doing it, and such act turns out to be injurious to the rights of a third party, the person doing it is entitled to an indemnity from him who requested that it should be done.
7	New India Assurance Co. Ltd. v. State Trading Corp. of India	Express	Absolute loss	Insurer, insured	If the indemnity holder incurred liability, which is absolute, he would be entitled to call upon the indemnifier to save him from that liability by paying it off.
8	Lala Shanti Swarup v. Munshi Singh	Implied	Actual damnification		The cause of action arises when the plaintiff was actually damnified i.e. had to mortgage $\frac{3}{4}$ of the half of the unsold land to fulfill the liabilities.
9	Shiam Lal v. Abdul Salam	Implied	Absolute loss	Vendor, vendee	A decree for sale having been passed against the plaintiff, he had a good cause of action for the suit, although actual damage or loss, in the narrower sense of the word, had not yet occurred.

10	Abdul Majeed v. Abdul Rashid	Implied	Absolute loss	Relatives	Even before an injury has been done or damage has actually taken place, a mortgagor in the position of the present plaintiff can bring proceedings in order to place himself in a position to meet the liability which he has undertaken.
11	Ramalingathudayar v. Unnamalai Achi	Express	Absolute loss		That on the defendant's failure to pay the plaintiff according to his contract, the plaintiff was entitled to sue at once and to recover substantial damages.
12	Chunibhai Patel v. Natha Bhai Patel	Express	Absolute loss		Where a person contracts to indemnify another in respect of any liability which the latter may have undertaken on his behalf, such other person may compel the contracting party, even before actual damage is done, to place him in a position to meet a liability that may subsequently be cast upon him.
13	Khetarpal Amarnath v. Madhukar Pictures	Implied	Absolute loss		The indemnity holder can sue the indemnifier before the liability arises, such as suit for specific performance, provided the contract of indemnity covers such absolute liability.

14	Kumarnath Bhattacharjee v. Nobo Kumar Bhattacharjee	Implied	Absolute loss		When a person contracts to indemnify another in any liability which the latter may have undertaken on his behalf, such other person may compel the contracting party before the actual damage is done, to place him in a position to meet the liability that may thereafter be cast upon him.
15	Profulla Kumar Basu v. Gopee Bullabh Sen	Implied	Absolute loss		When the injury becomes imminent the indemnity-holder can come to Court and ask that he be protected, and the Court must decide whether or not the claim of the third party against the indemnity-holder is well founded; if it so decides it must grant relief to him and not postpone the indemnity.
16	Sham Sundar v. Chandu Lal	Express	Actual damnificatio n		There is ample authority in support of the proposition that under a contract of indemnity, cause of action arises when the damage, which the indemnity is intended to cover, is suffered. Any suit brought before the actual loss has accrued will be dismissed as premature.
17	Rangnath v. Pachusao	Express	Actual damnificatio n		The indemnifier could not be called on to make good his

					promise Until the indemnified had incurred actual loss.
18	M. Sham Singh v. State of Mysore	Implied	Absolute loss		If it is held that payment is a condition precedent to recovery, the contract may be of little value to the person to be indemnified, who may be unable to meet the claim in the first instance.
19	State Bank of India v. The Economic Trading Co.	Implied	Absolute loss		Section 24 of the Indian Contract Act is dependent upon the obligation which arises on the loss caused to the party to be indemnified. The loss may, however, be caused not by actual payment but otherwise.
20	Kudremukh Iron Ore Co. Ltd. v. Korula Rubber Co. Pvt. Ltd.	Express	Actual damnification		In a contract of indemnity, the beneficiary must show the loss or the damage caused to it. If it is a case of indemnity, it can be enforced only after the amount is determined.
21	Abdul Hussain Shaikh Jamberwalla v. M/s. Bombay Metal Syndicate	Express	Actual damnification		The ordinary common law cause of action on a contract of indemnity does not arise on any date prior to damnification and/or the loss the plaintiff suffered; it arises only if and when the plaintiff is damnified and suffered losses.

22	A.V.K. Mayappa v. NKL Kolandaivelu	Express	Absolute loss		It is not necessary for actual damages to have occurred before filing of suit.
23	Chiranji Lal v. Naraini	Express	Absolute loss		It is not necessary that the plaintiff must have paid the amount under the indemnity.
24	Anwar Khan v. Gulam Kasam	Express	Actual damnificatio n		The amount which can be recovered under section 125 is the amount which has been paid, whether under compulsion of adjudication or under terms of proper compromise, the measure of damages is to be determined by the extent to which promise has been damaged.
25	Tilak Ram v. Surat Singh	Implied	Actual damnificatio n	Vendor, vendee	a cause of action arises when the plaintiff vendor is actually damaged by the sale of the property on the suit by the mortgagee,
26	V.M.R. Ramaswami Chettiar v. Mutherkrishna Aiyar	Express	Actual damnificatio n	Vendor, vendee	So long the vendee remains in possession he suffers no loss and no suit can be brought for damages either on the basis of the indemnity bond or for the breach of a covenant of the warranty of title.
27	Joti Parshad Jai Gopal v. Kartar Singh Sahib	Implied	Actual damnificatio n		Cause of action in such cases arises when the damage which the indemnity is intended to cover is suffered.

28	Subbaraya Reddiar v. Rajagopala Reddiar	Implied	Actual damnificatio n	Buyer, seller	Cause of action for the return of the purchase money arose not on the date of the sale but on the date of his dispossession when alone there was a failure of consideration.
30	K.P.Rm. Kuppan Chettiar v. Sp.R.M Rm Ramaswami Chettiar	Implied	Absolute loss		A contract of indemnity is a security against the anticipated loss.
31	Khandavilli Kondamma v. Ragampudi Suryanarayana	Express	Actual damnificatio n		The plaintiff's suit must be held to be premature until she was either dispossessed or obstructed in the enjoyment of her possession.
32	Alla Venkataramanna v. Palacherla Mangamma	Express	Absolute loss		The indemnifier is certainly liable in equity to indemnify and liable to indemnify to the extent of the liability incurred by the indemnified.
33	Kaliyammal v. Kolandavela Goundar	Express	Absolute loss	Vendor, vendee	In such cases of absolute covenant it is open to the vendor to sue the vendee as soon as he fails to pay the debts as they become due.
34	Parvataneni Venkataramayya v. Lanka Ramabrahmam	Express	Actual damnificatio n		In the case of indemnity, although a cause of action may arise on the date of the covenant or as soon as there is a breach, the injured party is not bound to sue

					once for all for present and prospective damages for the breach of the covenants, but is entitled to wait, until he exhausts all possible means of obtaining reparation before recourse is had to the covenantees.
--	--	--	--	--	--

Comparative study of the judicial interpretation of the Law of Indemnity in India

TABLE OF CASES

- Gajanan Moreshwar Parelkar v. Moreshwar Madan Mantri, AIR 302 (Bom.: 1942)
 - Secretary of State v. Bank of India, AIR 191 (P.C.: 1938) at pp. 192-93
 - Dugdale v. Lovering [1875] L.R. 10 C.P. 196
 - Partab Singh v. Izzat-Un-Nisa Begam, ILR (1909) 31 All 583 (PC)
 - Tilak Ram v. Surat Singh, AIR 1938 All 297
 - Lala Shanti Swarup v. Munshi Singh, AIR 1967 SC 1315
 - Alla Venkataramanna v. Palacherla Manqamma, AIR 1944 Mad 457
 - Ramalingathudayar v. Unnamalai Achi, AIR 1944 Mad 289
 - H.P Financial Corpn. v. Pawna, 5 SCC 617 (2015)
 - Kaliyammal v. Kolandavela Goundar, 19161 B8 Indian Cases, 188
 - Rangnath v. Pachusao, AIR 1935 Nag 147
 - Khetarpal Amarnath v. Madhukar Pictures, AIR 1956 Bom 106
 - K Bhattacharjee v. Nomo Kumar, 1899 26 CAL 241
 - Shiam Lal v. Abdul Salal, 1931 ALL 754
 - Chand Bibi v. Santoshkumar Pal, AIR 1933 Cal 641
 - Osman Jamal & Sons Ltd. v. Gopal Pushottam, AIR 1929 Cal 208
 - Shankar Nimbaji Shintre v. Laxman Supdu Shelke, (1940) 42 BOMLR 175
 - Mangladharam v. Ganda Mal, AIR 1920 Lah 388
 - New India Assurance Co. Ltd. v. State Trading Corp. of India, Special Civil Application Appeal No. 22891 of 2006
 - Abdul Majeed v. Abdul Rashid, (1936) 23 A.I.R. All. 598.
 - Chunibhai Patel v. Natha Bhai Patel, (1944) AIR Pat 1
 - Kumarnath Bhuttacharjee v. Nobo Kumar Bhuttacharjee, (1899) 26 Cal 241
 - Profulla Kumar Basu v. Gopee Bullabh Sen, I.L.R. [1944] 2 Cal
 - Sham Sundar v. Chandu Lal, AIR 1935 Lahore 974
 - M. Sham Singh v. State of Mysore, AIR 1972 SC 2440
 - State Bank of India v. The Economic Trading Co., AIR 1975 Cal 145
 - Kudremukh Iron Ore Co. Ltd. v. Korula Rubber Co. Pvt. Ltd., 1990 68 CompCas 450
- Kar
- Abdul Hussain Shaikh Jamberwalla v. M/s. Bombay Metal Syndicate, AIR 1972 Bom 252
 - A.V.K. Mayappa v. NKL Kolandai velu, AIR 1926 Mad 597

- Chiranji Lal v. Naraini, 51 Ind Cas 158
- Anwar Khan v. Gulam Kasam, AIR 1919 Nag 126
- V.M.R. Ramaswami Chettiar v. Muthukrishna Aiyar, 1967 AIR 359
- Joti Parshad Jai Gopal v. Kartar Singh Sahib, AIR 1960 Punj. 425
- Subbaraya Reddiar v. Rajagopala Reddiar, AIR 1915 Mad, 708
- K.P.Rm. Kuppan Chettiar v. Sp.R.M Rm Ramaswami Chettiar, AIR 1946 Mad, 472
- Khandavilli Kondamma v. Ragampudi Suryanarayana, LAWS(APH)-1973-12-8
- Alla Venkataramanna v. Palacherla Mangamma, AIR 1944 Mad 457
- Parvataneni Venkataramayya v. Lanka Ramabrahmam, 47 Ind Cas 924

TABLE OF ABBREVIATIONS

- v. - versus
- ICA- Indian Contract Act
- vol.- Volume
- no.- Number
- sec.- Section
- pp.- Page no.
- para- paragraph
- ed.- edition

TABLE OF AUTHORITIES

- Thirteenth Report of the Law Commission of India, 1958

BIBLIOGRAPHY

- POLLOCK & MULLA, THE INDIAN CONTRACT ACT & SPECIFIC RELIEF ACT (15th ed. 2017)
- Raymond L. Sweigart, *English Indemnity Law—Parsing the Promise: Words Are Important, But So Are Actions*. PILLSBURY WINTHROP SHAW PITTMAN. Retrieved 26 February 2015

- Wayne Courtney, Indemnities and the Indian Contract Act, 1872. NATIONAL LAW SCHOOL OF INDIA REVIEW, Vol. 27, No. 1 (2015), pp. 66-88
https://www.jstor.org/stable/44283647?read-now=1&loggedin=true&seq=4#page_scan_tab_contents
- S.S. Rana & Co.Advocates, *India: Indemnity vs Damages*. Last updated 16 Jan, 2018
<http://www.mondaq.com/india/x/664102/Contract+Law/Indemnity+Vs+Damages>
- Nandish Vyas & Pranati Ishwar, Indemnification Provisions - Is the fight on the indemnity clause worth the effort <https://barandbench.com/wp-content/uploads/2016/11/Indemnification-Provisions.pdf>
- RSN PILLAI, LEGAL ASPECTS OF BUSINESS (MERCANTILE LAWS INCLUDING INDUSTRIAL AND COMPANY LAWS) 167 (1st ed. 2011)