**Quasi-Contract**

A quasi-contract is a kind of contract by which one party is bound to pay money in consideration of something done or suffered by the other party. Though no contractual relation exists between the parties, law makes out a contract for them and such a contract is called a quasi-contract. The basis of quasi-contract is to prevent unjust enrichment or unjust benefit, i.e., no one should grow rich out of another persons loss.

**Cases Deemed as Quasi-Contract**

The Contract Act recognizes such types of contracts and section 68-72 deal with such contracts. They are as follow-

1. **Claims for necessaries supplied (Section 68):**

If a person incapable of entering into a contract or any one whom he is legally bound to support, is supplied by another person with necessaries suited to his condition in life, the supplier is entitled to recover the price from the property of the incapable person.

**Example**-**A** supplies to **B**, a lunatic, with necessaries suitable to his condition in life. **A** is entitled to be reimbursed from **B**’s property.

1. **Payment by an interested person(Section 69):**

This section provides that a person who is interested in the payment of money which another is bound by law to pay and who, therefore, pays it, is entitled to be reimbursed by the other.

In order that section 69 may apply, the following conditions must be satisfied.

1. A person must by law be bound to pay some money.
2. Another person must be interested in the payment of that money.
3. The other person must have paid the money because of such interest.

**Example**- As goods were wrongfully attached to realise the areas of government revenue due by **B**. **A** pays the dues to save his property. He is entitled to recover the amount from **B**.

1. **Obligation of a person enjoying benefit of non-gratuitous act(Section 70):**

Where a person lawfully does anything for another person or delivers, anything to him, not intending to do so gratuitously, and such other person enjoys the benefit thereof the letter is bound to make compensation to the former in respect of, or to restore the thing so done or delivered.

**Example**-A tradesman leaves goods at **B**’s house by mistake. **B** treats the goods as his own. He is bound to pay **A** for them.

For application of this section, the following conditions must be fulfilled.

1. The thing must have been done lawfully.
2. It must have been done by a person not intending to act gratuitously.
3. The person for whom the act is done must have enjoyed the benefit of it.

If these conditions are satisfied the person enjoying the e benefit of the act is put under

If these conditions are satisfied the person enjoying the benefit of the act is put under an obligation to make compensation to the person doing the act or to restore the thing so done or delivered.

1. **Responsibility of finder** **of goods(Section 71):**

A person who finds goods belonging to another and takes them into his custody, is subject the same responsibility as a bailee.

The finder, however can certain the goods in the following cases-

1. Where the things found is in danger,
2. Where the owner can not with reasonable diligence by found out,
3. Where the owner is found out, but refuses to pay lawful charges of the finder.

**Example**-**H** picked up a diamond from the floor of **F**’s shop and handed over to **F** to keep it till the owner is found. Inspite of best efforts the true owner could not be reached.

1. **Money paid by mistake or under coercion(Section 72):**

A person to whom money has been paid or anything delivered by mistake or under coercion must repay or return it.

**Examples**-**A** and **B** jointly owe 100 rupees to **C**. **A** alone pays the amount to **C** and **B** not knowing of this fact, pay 100 rupees over again to **C**. **C** is bound to repay the amount to **B**.