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## Acceptance

The [Indian Contract Act 1872](https://www.toppr.com/guides/business-laws-cs/indian-contract-act-1872/) defines acceptance in Section 2 (b) as “When the person to whom the proposal has been made signifies his assent thereto, the offer is said to be accepted. Thus the proposal when accepted becomes a promise.”

So as the definition states, when the offeree to whom the[proposal](https://www.toppr.com/guides/business-laws/indian-contract-act-1872-part-i/proposal-or-offer/) is made, unconditionally accepts the offer it will amount to acceptance. After such an offer is accepted the offer becomes a promise.

Say for example A offers to buy B’s car for rupees two lacs and B accepts such an offer. Now, this has become a promise.

When the proposal is accepted and it becomes a proposal it also becomes irrevocable. An offer does not create any legal obligations, but after the offer is accepted it becomes a promise. And a promise is irrevocable because it creates legal obligations between parties. An offer can be revoked before it is accepted. But once acceptance is communicated it cannot be revoked or withdrawn.

## Rules regarding Valid Acceptance

### **1] Acceptance can only be given to whom the offer was made**

In the case of a specific proposal or offer, it can only be accepted by the person it was made to. No third person without the knowledge of the offeree can accept the offer.

Let us take the example of the case study of Boulton v. Jones. Boulton bought Brocklehurst’s [business](https://www.toppr.com/guides/business-studies/nature-and-purpose-of-business/concept-and-characteristics-of-business/) but Brocklehurst did not inform all his creditors about the same. Jones, a creditor of Brocklehurst placed an order with him. Boulton accepted and supplied the goods. Jones refused to pay since he had debts to settle with Brocklehurst. It was held that since the offer was never made to Boulton, he cannot accept the offer and there is no contract.

When the proposal is a general offer, then anyone with knowledge of the offer can accept it

**2] It has to be absolute and unqualified**

Acceptance must be unconditional and absolute. There cannot be conditional acceptance, that would amount to a counteroffer which nullifies the original offer. Let us see an example. A offers to sell his cycle to B for 2000/-. B says he accepts if A will sell it for 1500/-. This does not amount to the offer being accepted, it will count as a counteroffer.

Also, it must be expressed in a prescribed manner. If no such prescribed manner is described then it must be expressed in the normal and reasonable manner, i.e. as it would be in the normal course of business. Implied acceptance can also be given through some conduct, act, etc.

However, the [law](https://www.toppr.com/guides/business-law-cs/introduction-to-law/various-definitions-of-law/) does not allow silence to be a form of acceptance. So the offeror cannot say if no answer is received the offer will be deemed as accepted.

### **3] Acceptance must be communicated**

For a proposal to become a contract, the acceptance of such a proposal must be communicated to the promisor. The [communication](https://www.toppr.com/guides/business-studies/directing/communication/) must occur in the prescribed form, or any such form in the normal course of business if no specific form has been prescribed.

Further, when the offeree accepts the proposal, he must have known that an offer was made. He cannot communicate acceptance without knowledge of the offer.

So when A offers to supply B with goods, and B is agreeable to all the terms. He writes a letter to accept the offer but forgets to post the [letter](https://www.toppr.com/guides/english/writing/letter-writing/). So since the acceptance is not communicated, it is not valid.

### **4] It must be in the prescribed mode**

Acceptance of the offer must be in the prescribed manner that is [demanded](https://www.toppr.com/guides/business-economics/theory-of-demand/meaning-and-determinants-of-demand/) by the offeror. If no such manner is prescribed, it must be in a reasonable manner that would be employed in the normal course of business.

But if the offeror does not insist on the manner after the offer has been accepted in another manner, it will be presumed he has consented to such acceptance.

So A offers to sell his farm to B for ten lakhs. He asks B to communicate his answer via post. B [e-mails](https://www.toppr.com/guides/business-communication-and-ethics/e-correspondence/electronic-mail-system/) A accepting his offer. Now A can ask B to send the answer through the prescribed manner. But if A fails to do so, it means he has accepted the acceptance of B and a promise is made.

### 5] Implied Acceptance

Section 8 of the [Indian](https://www.toppr.com/guides/general-knowledge/modern-indian-history/indian-freedom-movement/) Contract Act 1872, provides that acceptance by conduct or actions of the promisee is acceptable. So if a person performs certain actions that communicate that he has accepted the offer, such implied acceptance is permissible. So if A agrees to buy from B 100 bales of hay for 1000/- and B sends over the goods, his actions will imply he has accepted the offer.

**Q: Mere silence can amount to acceptance. True or False?**

**Ans**: The [statement](https://www.toppr.com/guides/reasoning-ability/statements/statements-and-arguments/) is false. Mere silence can never amount to the offer being accepted. Acceptance has to be communicated to the offeror whether it is expressed, or implied.

**Q: What is the reasonable time to accept a proposal?**

**Ans**: The proposal must be accepted within the time [limit](https://www.toppr.com/guides/maths/limits-and-derivatives/limits/) given by the offeror. If no such time limit is prescribed then it must be accepted within a reasonable time or before the offer lapses. Now a reasonable time has no definition in law, it will depend entirely on the situation, circumstances, and the usual norms.