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Krishna Shorthand Institute

कृष्णा आशुलिपिक संस्थान

(English Only) By. A.V. Kushwaha

(For Govt. Jobs, SSC (Group D & C), Supreme Court, High Court, District Courts, ASRB, CRPF, Railway, CBSC & all other departments requiring "English Stenographer/Personal Assistant/Private Secretary")

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**If you are not upgrading, you are
downgrading.**

Success Mantra!



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 **Dear Students,**

Writing English shorthand dictation is only half the journey. The real growth comes when you read back your own outlines. This simple habit will sharpen your recognition power, make you fluent in reading outlines with ease, and at the same time enhance your speed, which in turn enables you to successfully crack the skill tests. 

Think of it this way — every time you read your outlines immediately after a dictation, you are not just revising, you are training your eyes and mind to think like a successful stenographer. 

So, make it your daily ritual:

 **Write the dictation.**

 **Then, without delay, read every single outline as quickly as you can.**

This small discipline will build your confidence, polish your skill, and bring you one step closer to success in your upcoming skill test. Remember, your pen writes what your mind has already trained to read. 100

**— A.V. Kushwaha, Director
Krishna Shorthand Institute
www.shorthanddictation.com**

NOTE: Very important latest created passage for Supreme Court/High Court/District Court/Tribunal etc. related skill tests apart from speed building.

Topic: Contract Interpretation, Discharge of Obligations, and Vitiating Factors in Contract Law.

Volume 1: Transcription No. 4

Note: Outlines of all highlighted words/phrases are given at the end of the passage. Adopt all better outlines than yours.

When the language of a contract is clear and unambiguous, courts will not look beyond the four corners of the document to determine the parties' intent. However, when contractual language is ambiguous, courts may consider extrinsic evidence such as the circumstances surrounding the contract formation, the parties' prior dealings, and industry customs and practices. Express terms are those specifically stated in the contract, either orally or in writing. These terms take precedence over implied terms and clearly establish the parties' intentions regarding specific aspects of their agreement. Implied terms, on the other hand, are not expressly stated but are read into the contract

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by operation of law or based on the presumed intention of the parties.

Terms may be implied by statute, such as the implied warranties in sales contracts under commercial law. Terms may also be implied in fact based on the particular circumstances of the case and the presumed intention of the parties. Additionally, terms may be implied in law to give business efficacy to the contract or to satisfy legal requirements. Contractual obligations may be discharged in several ways, releasing the parties from their duty to perform. Performance is the most common method of discharge, occurring when both parties fulfil their contractual obligations completely and in accordance with the agreed terms. Substantial performance may also discharge contractual obligations even when there are minor deviations from the exact terms, provided the essential purpose of the contract has been achieved.

Agreement between the parties can discharge contractual obligations through various mechanisms. Novation involves the substitution of a new contract for the original one, effectively discharging the original obligations and creating new ones. Accord and satisfaction occurs when the parties agree to accept different performance than originally contracted for, and that substitute performance is completed. Frustration of purpose discharges contractual obligations when unforeseen

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circumstances make performance impossible or fundamentally different from what was originally contemplated. The doctrine of frustration requires that the frustrating event was not foreseeable at the time of contract formation and that it was not caused by the fault of either party.

Breach by one party may discharge the other party's obligations, particularly in cases of material breach. The non-breaching party may treat the contract as terminated and seek appropriate remedies. However, the right to treat a breach as discharging contractual obligations depends on the severity of the breach and its effect on the contract's essential purpose. Misrepresentation occurs when one party takes a false statement of fact that induces the other party to enter into the contract. The law distinguishes between innocent, negligent and fraudulent misrepresentation, each carrying different consequences and remedies. Fraudulent misrepresentation involves a deliberate false statement made with knowledge of its falsity or with reckless disregard for the truth.

The remedies for misrepresentation may include rescission of the contract, which returns the parties to their pre-contractual position, and damages to compensate for losses suffered. In cases of fraudulent misrepresentation, the injured party may also seek punitive damages as a deterrent against such conduct.

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Mistake in contract law refers to an erroneous belief about facts existing at the time of contract formation. Mutual mistake occurs when both parties share the same mistaken belief about a material fact. In such cases, the contract may be voidable if the mistake goes to the essence of the agreement. Unilateral mistake, where only one party is mistaken, generally does not affect the validity of the contract unless the other party knew or should have known of the mistake. The doctrine of mistake provides relief only in limited circumstances and requires that the mistake be material to the contract's essential purpose. Courts are reluctant to excuse performance based on mistake, particularly when the mistaken party could have discovered the true facts through reasonable diligence.

Total Words 625

Total Words 601+625=1226

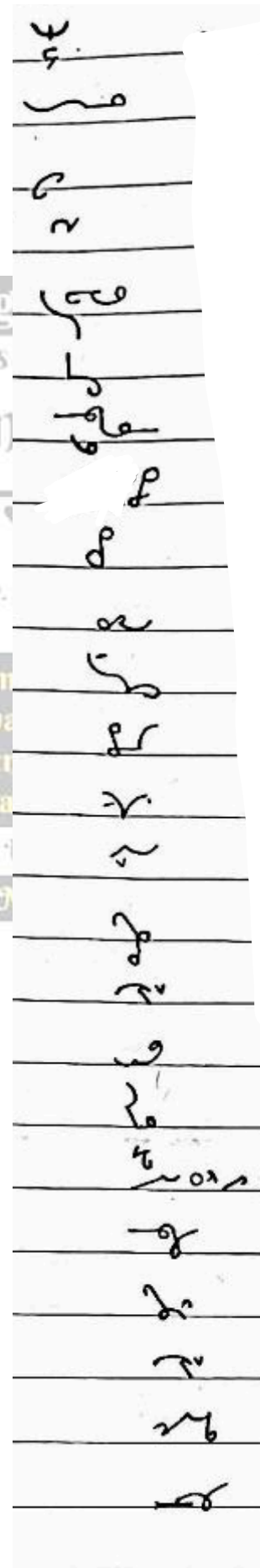
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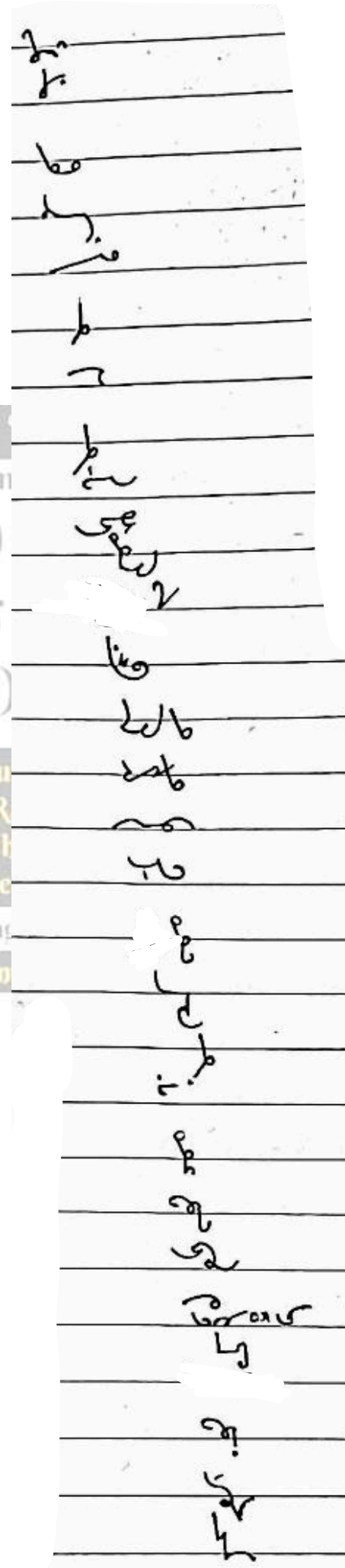
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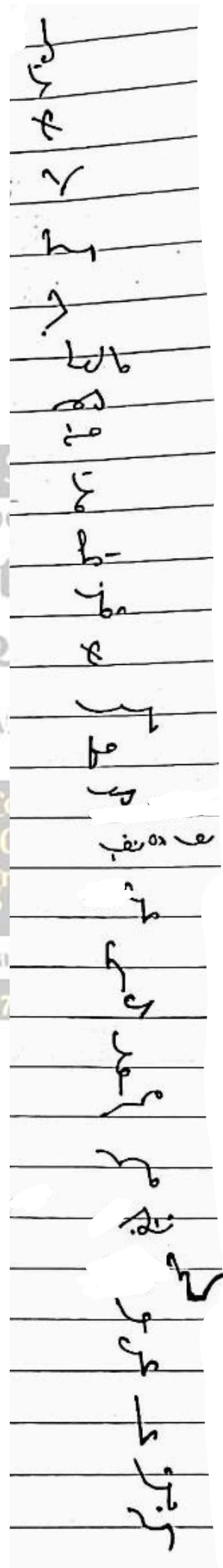
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presumed
additionally
business
efficacy
requirements
discharged
method
discharge
occurring
in accordance with the
substantial
there are
deviations
essential purpose
between the parties
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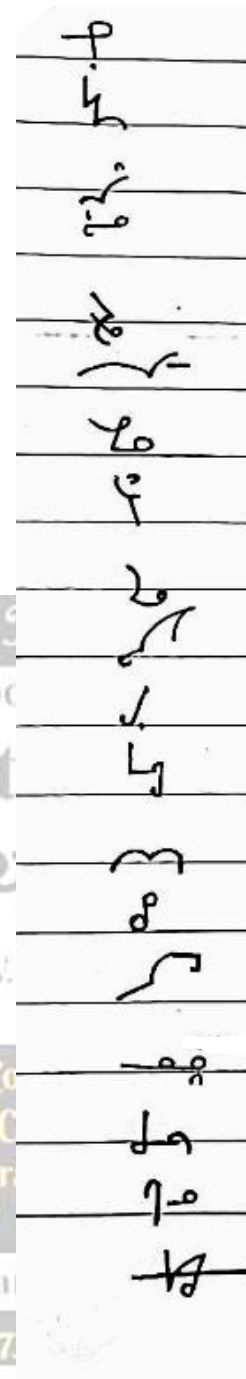


it was not
fault
either party.
particularly
terminated
breaching
essential purpose
misrepresentation
occurs
false
statement of fact
induces
other party
enter into the
distinguishes
negligent
innocent
fraudulent
deliberate
knowledge
falsity
reckless
remedies
rescission
pre-contractual
compensate
fraudulent
deterrent
punitive
erroneous



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existing
at the time
mutual
occurs
both parties
material fact
in such cases
voidable
essence
unilateral
generally
doctrine
limited
circumstances
reluctant
excuse
discovered
true facts
diligence



(Increase your vocabulary:

Learn New and Important Words of the Matter)

Keep revising all new words learned.

Legal/General Matter

1. **Unambiguous:** (adjective) clear and having only one possible meaning स्पष्ट/निर्विवाद
2. **Beyond:** (preposition) outside the limits or scope of से परे/से आगे
3. **Four corners:** (noun phrase) the complete written document itself दस्तावेज की चारों सीमाएं
4. **Determine:** (verb) to establish or decide निर्धारित करना
5. **Extrinsic:** (adjective) external, coming from outside बाहरी/बाह्य
6. **Specifically:** (adverb) in a clearly defined manner विशेष रूप से
7. **Orally:** (adverb) spoken, not written मौखिक रूप से
8. **Precedence:** (noun) priority or higher importance प्राथमिकता/वरीयता
9. **Implied:** (adjective) suggested without being directly stated निहित/अंतर्निहित
10. **On the other hand:** (phrase) in contrast, alternatively दूसरी ओर
11. **Expressly:** (adverb) clearly and directly stated स्पष्ट रूप से

- 12.Presumed:** (verb, past participle) assumed to be true अनुमानित/माना गया
- 13.Warranties:** (noun, plural) guarantees or assurances गारंटी/वारंटी
- 14.Efficacy:** (noun) effectiveness or ability to produce desired result प्रभावकारिता
- 15.Discharged:** (verb, past participle) released from obligation मुक्त किया गया
- 16.Method:** (noun) way or procedure तरीका/विधि
- 17.Discharge:** (noun/verb) release from duty or obligation मुक्ति/निर्वहन
- 18.Occurring:** (verb, present participle) happening घटित होना
- 19.Substantial:** (adjective) considerable in importance or degree महत्वपूर्ण/पर्याप्त
- 20.Deviations:** (noun, plural) departures from established course विचलन/भटकाव
- 21.Novation:** (noun) substitution of new contract नवीकरण/प्रतिस्थापन
- 22.Substitution:** (noun) replacement प्रतिस्थापन/बदलाव
- 23.Effectively:** (adverb) in a successful manner प्रभावी रूप से
- 24.Accord:** (noun) agreement or harmony समझौता/सहमति
- 25.Substitute:** (noun/verb) replacement प्रतिस्थापन/बदलना
- 26.Frustration:** (noun) prevention of contract performance निष्फलता/विफलता
- 27.Unforeseen:** (adjective) not anticipated or predicted अप्रत्याशित/अनपेक्षित

- 28.Fundamentally:** (adverb) in essential or basic manner मौलिक रूप से
- 29.Doctrine:** (noun) principle or rule सिद्धांत/नियम
- 30.Foreseeable:** (adjective) predictable
पूर्वानुमेय/अनुमान लगाने योग्य
- 31.Breaching:** (verb, present participle) violating or breaking उल्लंघन करना
- 32.Misrepresentation:** (noun) false or misleading statement गलत प्रस्तुतिकरण
- 33.Occurs:** (verb, present tense) happens घटित होता है
- 34.Induces:** (verb, present tense) causes or brings about प्रेरित करना
- 35.Distinguishes:** (verb, present tense) differentiates अंतर करना
- 36.Negligent:** (adjective) careless or lacking proper care लापरवाह
- 37.Fraudulent:** (adjective) deceitful or dishonest कपटपूर्ण/धोखाधड़ी
- 38.Deliberate:** (adjective) intentional or purposeful जानबूझकर/सोच-समझकर
- 39.Falsity:** (noun) state of being false असत्यता/झूठ
- 40.Reckless:** (adjective) without regard for consequences लापरवाह/असावधान
- 41.Remedies:** (noun, plural) legal solutions or corrective measures उपचार/समाधान
- 42.Rescission:** (noun) cancellation of contract रद्दीकरण/निरस्तीकरण
- 43.Pre-contractual:** (adjective) before contract formation संविदा-पूर्व

- 44.Deterrent:** (noun) something that discourages
निवारक/रोकथाम
- 45.Punitive:** (adjective) intended as punishment
दंडात्मक
- 46.Erroneous:** (adjective) incorrect or mistaken
त्रुटिपूर्ण/गलत
- 47.Mutual:** (adjective) shared by both parties
पारस्परिक/आपसी
- 48.Voidable:** (adjective) capable of being cancelled रद्द
किए जाने योग्य
- 49.Essence:** (noun) fundamental nature or most
important aspect सार/मूल तत्त्व
- 50.Unilateral:** (adjective) one-sided एकपक्षीय
- 51.Generally:** (adverb) usually or typically सामान्यतः
- 52.Reluctant:** (adjective) unwilling or hesitant
अनिच्छुक
- 53.Excuse:** (verb/noun) to forgive or exemption माफ
करना/बहाना
- 54.Discovered:** (verb, past participle) found out खोजा
गया
- 55.Diligence:** (noun) careful and persistent effort
परिश्रम/सतर्कता

Accuracy Builder: Punctuation

1. Commas (,)

Reasons for use:

a) Separating items in a series:

- Example: *"circumstances surrounding the contract formation, the parties' prior dealings, and industry customs"*
- Reason: Lists three related items clearly

b) Setting off introductory phrases:

- Example: *"However, when contractual language is ambiguous, courts may consider..."*
- Reason: "However" introduces a contrasting idea

c) Separating clauses:

- Example: *"Express terms are those specifically stated in the contract, either orally or in writing"*
- Reason: Separates the main clause from additional information

2. Periods (.)

Reason: End complete sentences

- Example: "*Performance is the most common method of discharge.*"
- Shows a complete thought is finished

3. Apostrophes (')

Reason: Show possession

- Example: "*parties' intent*", "*contract's essential purpose*"
- Shows ownership or belonging relationship

By Sir AV Kushwaha,

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