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(Sir Isaac Pitman's Shorthand)

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")

(87, Sulem Sarai, Prayagraj, Uttar Pradesh)

(Contact No. 7355504435)

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

Success Mantra!



to achieve your goals



start with one small step



that leads to another



those steps build momentum



that momentum helps dreams come true

Remember, every great accomplishment begins with one small step. Take that step, and then another, building momentum along the way. It is this momentum that will pave the path towards turning your dreams into reality. Stay focused, stay persistent, and keep taking those small steps forward, for they will eventually lead you to the extraordinary heights you aspire to reach.

AV Kushwaha, Krishna Shorthand Institute, Online English Shorthand Class at 7355504435 through Telegram.

Note: For convenience, the dictation has been divided into two parts (each containing approximately 600 words), although the passage was dictated as a whole. Each part includes:

- 1. Complete dictation passage**
- 2. Speed-building outlines of important words and phrases**
- 3. Vocabulary list with a discussion on confusing words (Accuracy Mantra)**
- 4. Guidelines on capitalization, punctuation, and grammar rules**

— AV Kushwaha

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

Topic: Essentials of a Valid Contract and Breach of Contract in Contract Law.

Volume 1, Dictation No. 2

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

It has been submitted that the formation of a valid contract requires four essential elements that must be present for the agreement to be legally enforceable. First, there must be an offer made by one party to another. This offer must be clear, definite and communicated to the offeree. The offer creates the power of acceptance in the offeree and establishes the terms upon which the offeror is willing to be bound. Second, there must be acceptance of the offer. The acceptance must be unqualified and must correspond exactly to the terms of the offer. Any attempt to change the terms constitutes a counter-offer rather than an acceptance. The acceptance must be communicated to the offeror, either expressly or through conduct

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that clearly indicates agreement to the proposed terms. Third, consideration must be present. Consideration is something of value that is exchanged between the parties. It may consist of a promise to do something, a promise to refrain from doing something, or the actual performance of an act. The consideration need not be adequate in economic terms, but it must be sufficient in law. A mere promise to make a gift, without more, lacks consideration and is therefore not enforceable as a contract. Fourth, the parties must have the legal capacity to enter into the contract. Minors, persons of unsound mind, and persons under the influence of drugs or alcohol may lack the requisite capacity. Additionally, both parties must intend to create legal relations, and the subject matter of the contract must be legal and not contrary to public policy.

When one party fails to perform their contractual obligations, a breach of contract occurs. The law recognizes several types of breach, each carrying different consequences and remedies. A material breach is a substantial failure to perform that defeats the essential purpose of the contract. This type of breach excuses the non-breaching party from further performance and gives rise to an immediate right to sue for damages. A minor breach, also known as a partial breach, occurs when the breach is not substantial enough to defeat the purpose of the contract. In such cases, the non-

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breaching party must continue to perform their obligations but may seek damages for the partial breach. The distinction between material and minor breach often depends on factors such as the extent of the non-performance, the hardship caused to the non-breaching party, and whether the breach can be adequately compensated by monetary damages.

The primary remedy for breach of contract is monetary damages, which aim to place the injured party in the position they would have been in had the contract been properly performed. Compensatory damages include direct damages that flow naturally from the breach and consequential damages that arise from special circumstances known to both parties at the time of contract formation. In cases where monetary damages are inadequate, the court may grant equitable remedies such as specific performance or injunctive relief. Specific performance compels the breaching party to perform exactly as promised and is typically available only when the subject matter is unique or when money damages cannot adequately compensate the injured party. Real estate contracts frequently involve specific performance because each parcel of land is considered unique. The interpretation of contractual terms is a fundamental aspect of contract law that determines the rights and obligations of the parties. Courts apply various principles and rules of construction when interpreting contracts to ascertain the true intention of the

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parties at the time of formation. The plain meaning rule requires courts to give words their ordinary and usual meaning unless there is evidence that the parties intended otherwise.

Total Words: 601

Vocabulary Building: Vocabulary Power Made Easy

WORD OF THE DAY

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forbearance
(noun)

“tolerance, restraint, mercifulness/leniency/clemency”.

Note: Adopt all outlines of Phrases and Words which are better than yours from the outlines given on the next page.

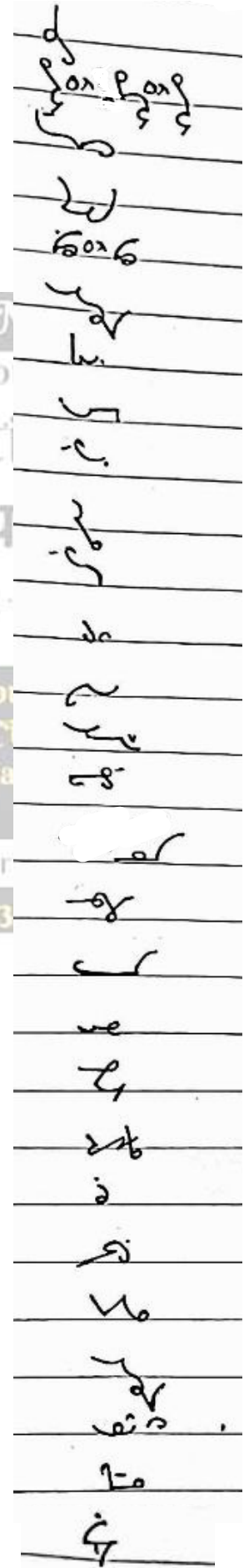
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Outlines of all highlighted words and phrases. Note:

Adopt only those outlines which are better than yours.

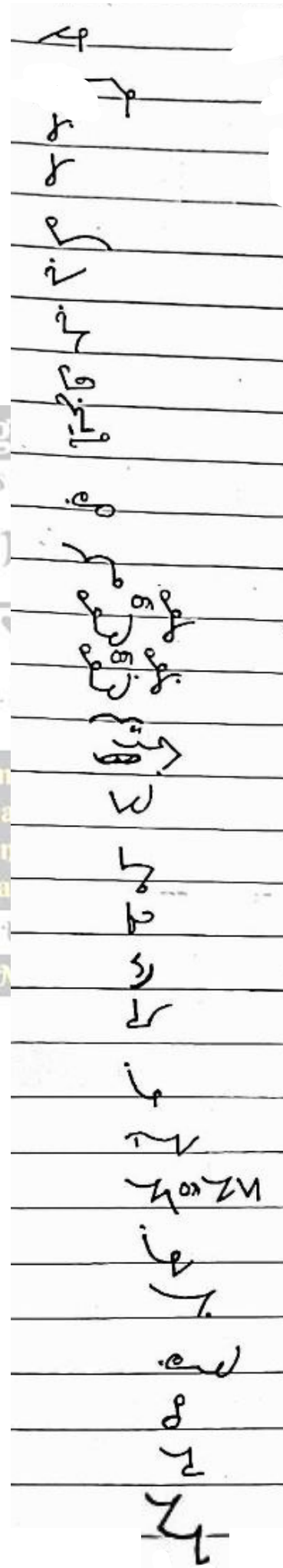
it has been
submitted that the
formation
essential
elements
enforceable
definite
communicated
offeree
establishes
offeror
bound
willing
unqualified
correspond
exactly
expressly
clearly
indicates
exchanged
between the parties
consist
refrain
performance
enforceable
unsound mind,
drugs
alcohol



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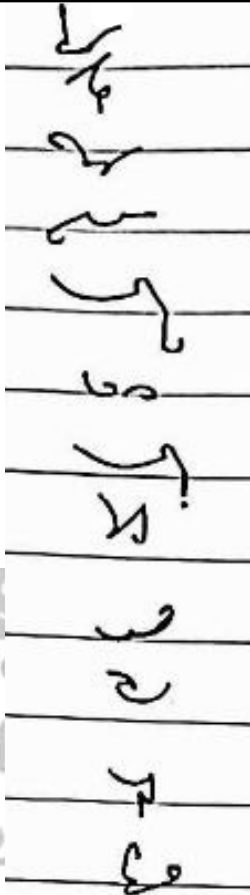
requisite
capacity
additionally
additional:
subject matter
contrary
contractual
obligations
breach of contract
occurs.
consequences
remedies.
substantial
substantially
immediate
non-breaching
partial
damages
distinction
hardship
adequately
compensated
monetary
injured party
Compensatory
naturally
consequential
circumstances
inadequate
injunctive



SSC/Court Skill Test Based Dictations: It covers all skill tests conducted by SSC etc including any Court (Supreme Court, High Court, District Courts, Tribunals, Law Firms).

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adequately
real estate
frequently
unique
interpretation
fundamental
interpreting
ascertain
intention
ordinary
intended
otherwise



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Accuracy Builders:

Try to understand difference between following two words. We have given it again so that you can revise the words again to reinforce your previous learning.

Later

"Later" is an adverb or adjective referring to a point in time that follows another point.

Used to refer to a point in time that is after the current moment or after the time being discussed.

"The later chapters of the book are more challenging."

Vs

Latter

"Latter" is used to refer to the second of two things mentioned previously in a discussion.

Used to refer to the second of two things or persons mentioned in a text or conversation.

"Of the two proposals, the latter is more feasible."

Usage

Examples

(Increase your vocabulary:

Learn New and Important Words of the Matter)

Keep revising all new words learned.

Legal/General Matter

1. **Formation:** (noun) the action of forming or process of being formed; गठन/निर्माण
2. **Essential:** (adjective) absolutely necessary; extremely important; आवश्यक/अनिवार्य
3. **Elements:** (noun, plural) a part or aspect of something abstract; तत्व/घटक
4. **Enforceable:** (adjective) able to be enforced or compelled by law; प्रवर्तनीय/लागू करने योग्य
5. **Definite:** (adjective) clearly stated or decided; not vague; निश्चित/स्पष्ट
6. **Communicated:** (verb, past tense) conveyed or made known; संप्रेषित/सूचित किया
7. **Offeree:** (noun) a person to whom an offer is made; प्रस्ताव प्राप्तकर्ता
8. **Offeror:** (noun) a person who makes an offer; प्रस्तावकर्ता
9. **Bound to:** (phrasal verb) obliged or required to do something; बाध्य/पाबंद
10. **Unqualified:** (adjective) not modified or restricted; unconditional; बिना शर्त/निरपेक्ष
11. **Exactly:** (adverb) in a precise manner; precisely; बिल्कुल/ठीक-ठीक
12. **Expressly:** (adverb) clearly and directly stated; स्पष्ट रूप से/खुले तौर पर
13. **Clearly:** (adverb) in a way that is easy to see or understand; स्पष्ट रूप से/साफ़ तौर पर

14. **Indicates:** (verb, present tense) points out or shows; संकेत देता है/दर्शाता है
15. **Consist:** (verb) be composed or made up of; मिलकर बना होना/से युक्त होना
16. **Refrain:** (verb) abstain from doing or stop oneself; बचना/रुकना
17. **Unsound mind:** (noun phrase) mentally ill or unstable; अस्वस्थ मानसिकता/विकृत मस्तिष्क
18. **Drugs:** (noun, plural) substances used as medicine or narcotics; दवाएं/नशीली दवाएं
19. **Alcohol:** (noun) intoxicating liquor; शराब/मदिरा
20. **Requisite:** (adjective) required by the nature of things; आवश्यक/ज़रूरी
21. **Capacity:** (noun) the ability or power to do something; क्षमता/योग्यता
22. **Contrary:** (adjective) opposite in nature or direction; विपरीत/उल्टा
23. **Contractual:** (adjective) relating to or arising from a contract; संविदात्मक/अनुबंधीय
24. **Obligations:** (noun, plural) duties or commitments; दायित्व/कर्तव्य
25. **Breach of contract:** (noun phrase) failure to perform contractual duties; अनुबंध का उल्लंघन
26. **Occurs:** (verb, present tense) happens or takes place; होता है/घटित होता है
27. **Consequences:** (noun, plural) results or effects of an action; परिणाम/नतीजे
28. **Remedies:** (noun, plural) means of counteracting something undesirable; उपचार/निवारण
29. **Substantial:** (adjective) of considerable importance or size; पर्याप्त/महत्वपूर्ण
30. **Substantially:** (adverb) to a great or significant extent; काफी हद तक/मुख्यतः

31. **Immediate:** (adjective) occurring without delay;
तत्काल/तुरंत
32. **Non-breaching:** (adjective) not violating the contract;
गैर-उल्लंघनकारी
33. **Partial:** (adjective) existing only in part; incomplete;
आंशिक/अधूरा
34. **Damages:** (noun, plural) compensation for loss or injury; हर्जाना/क्षतिपूर्ति
35. **Distinction:** (noun) a difference or contrast; अंतर/भेद
36. **Hardship:** (noun) severe suffering or difficulty;
कष्ट/कठिनाई
37. **Monetary:** (adjective) relating to money or currency;
मौद्रिक/धन संबंधी
38. **Injured party:** (noun phrase) the party who has suffered harm; पीड़ित पक्ष
39. **Compensatory:** (adjective) intended to compensate for loss; क्षतिपूर्ति संबंधी
40. **Consequential:** (adjective) following as a result;
परिणामी/फलस्वरूप
41. **Inadequate:** (adjective) lacking in quantity or quality;
अपर्याप्त/अधूरा
42. **Injunctive:** (adjective) relating to judicial orders;
न्यायादेश संबंधी
43. **Real estate:** (noun phrase) property consisting of land and buildings; अचल संपत्ति
44. **State vs. Estate:**

Accuracy Mantra: Both words may sound almost the same, but if you clearly understand their meanings, you will be able to transcribe the dictated passage correctly. Study the given meanings and examples carefully to grasp the difference between the two words.

- **State:** (noun) a nation or territory; राज्य/देश
(Example: The state of California)
- **Estate:** (noun) extensive area of land/property of deceased person; संपत्ति/जायदाद (Example: Real estate, estate planning)

45. **Frequently:** (adverb) regularly or habitually;
अक्सर/बार-बार
46. **Unique:** (adjective) being the only one of its kind;
अनोखा/विशिष्ट
47. **Interpretation:** (noun) the action of explaining meaning; व्याख्या/अर्थ निकालना
48. **Ascertain:** (verb) find out for certain; पता लगाना/निश्चित करना
49. **Intended:** (verb, past tense) had as one's purpose;
इरादा रखना/आशय करना
50. **Otherwise:** (adverb) in different circumstances;
अन्यथा/वरना

Accuracy Builder: comma occurred in the dictated passage and its analysis

1. Lists

- Put commas between items: "clear, definite and communicated"

- Use comma before "and" in long lists: *"minors, persons of unsound mind, and persons under influence"*

2. After Starting Words

- *"First, there must be..."*
- *"Second, there must be..."*
- *"Additionally, both parties..."*

3. Extra Information

- Put commas around extra details: *"A minor breach, also known as partial breach, occurs"*

4. Two Complete Ideas

- Use comma before "and," "but," "or" when joining sentences: *"The breach can be compensated, but the party must continue"*

5. Describing Words

- Comma between equal describing words: *"clear, definite offer"*

Why Use Commas in Legal Writing?

- **Avoid confusion** - makes meaning clear
- **Separate ideas** - easier to read long sentences
- **Show relationships** - connects related parts properly

Basic Rule:

When in doubt, ask: "Does this comma help make the meaning clearer?"

If yes → use it If no → skip it

By Sir AV Kushwaha,

Principal,

Krishna Shorthand Institute,

via online Telegram Class through 7355504435

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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.

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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

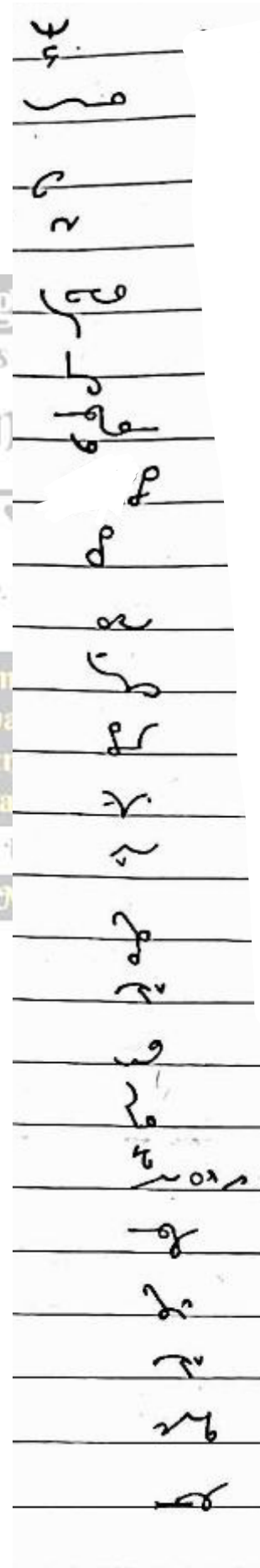
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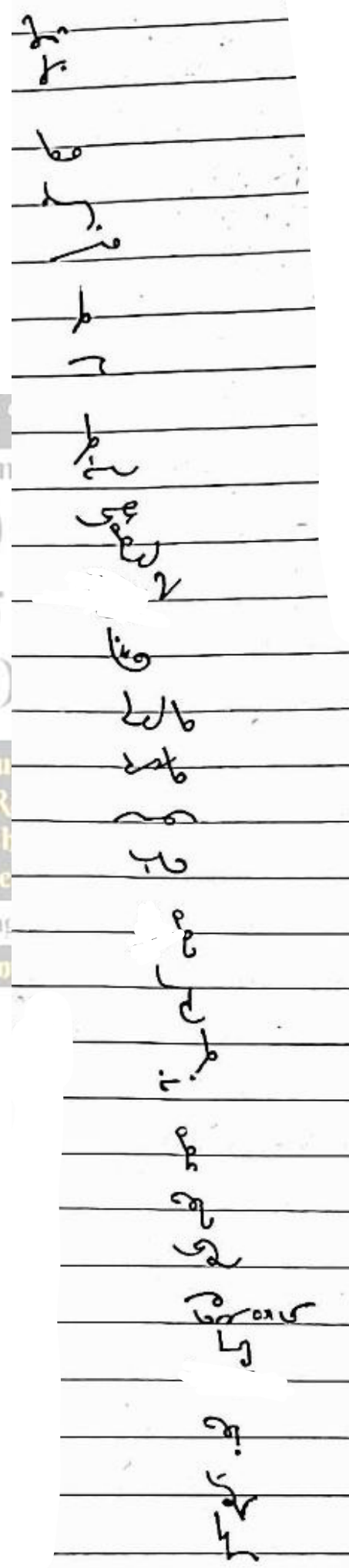
language
when the
unambiguous
will not
beyond the
four corners
determine
extrinsic
evidence
such as the
circumstances
surrounding
formation,
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are not
expressly
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commercial



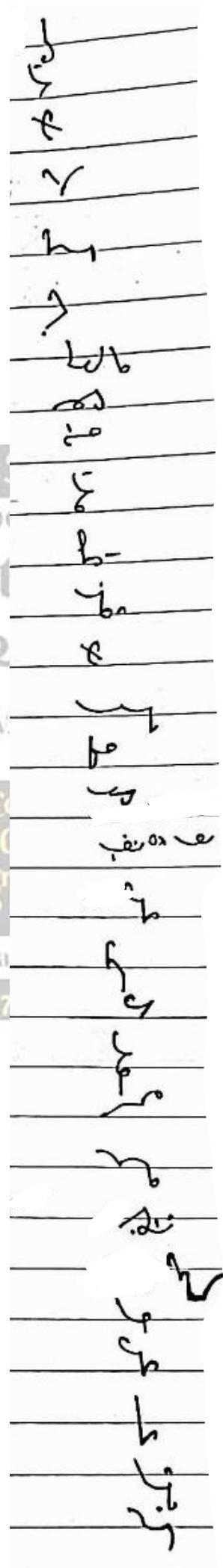
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presumed
additionally
business
efficacy
requirements
discharged
method
discharge
occurring
in accordance with the
substantial
there are
deviations
essential purpose
between the parties
mechanisms
novation
substitution
effectively
discharging
accord
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frustration
unforeseen
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fundamentally
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at the time

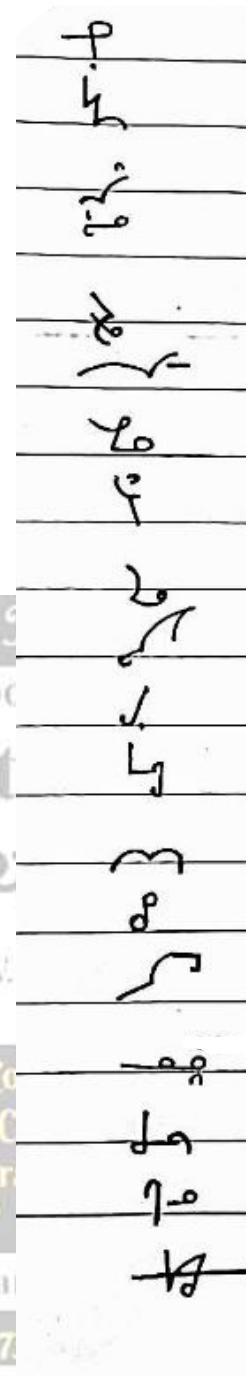


it was not
fault
either party.
particularly
terminated
breaching
essential purpose
misrepresentation
occurs
false
statement of fact
induces
other party
enter into the
distinguishes
negligent
innocent
fraudulent
deliberate
knowledge
falsity
reckless
remedies
rescission
pre-contractual
compensate
fraudulent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

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