⇒ Need for consideration :⇒

→ As per section 10, consideration is an essential element of a valid contract. Therefore in order to constitute a valid contract, consideration is important.

→ According to section 25, "an agreement made without consideration is void." The law will not enforce a promise made, unless the other party gives something (consideration) for that promise.

→ consideration is the return ⊆ the party making promise demands and receives as a price or anything of his promise. If he receives nothing in return of his promise, the promise is gratuitous and not enforceable by law.

→ In England also, "Promises without consideration are not enforced, because they are gratuitous.

→ Lord chief Baron Skynner observed:
"It is undoubtedly true that every man is by the law of nature bound to fulfil his engagements. It is equally true that the law of the country [illegible] means, nor affords any remedy,

⇒ Essential element or ingredients or requirements of a valid consideration

As per definition of consideration given by section 2(d) following are the essential elements or ingredients or requirements of a valid consideration:

(1) consideration must be given at the desire of the promisor.

(2) consideration to be given by the promisee or any other person

(3) consideration may be past, present or future

(4) there should be some act, abstinence or promise by the promisee, which constitutes consideration for the promise.

(1) consideration must be given at the desire of the promisor :=>

It is essential that the consideration must have been given at the [illegible] promise. Rather than merely

→ In Durga Prasad v. Baldeo (1880),

the consideration for the promise had not moved at the desire of the promisor but some other person, and that was held not to be sufficient consideration to support the promise.

In this case the plaintiff constructed certain shops in a market at the instance of the collector of that place. Subsequently, the defendant occupied one of the shops in the market. Since the plaintiff had spent money for the construction of the market, the defendants, in consideration thereof, made a promise to pay to plaintiff commission on the articles sold through their agency in that market. The defendant failed to pay the promised commission. In an action by the plaintiff to recover the commission, it was observed that the consideration for the promise to pay the commission was the construction of the market by the plaintiff. Such construction had not been done at the desire of the defendants, but on the