⇒ It is also known as the rule in Tweddle v. Atkinson (1861).

⇒ A stranger to the contract cannot enforce a contract even though the contract may have been entered into for his benefit. If in a contract between A and B, some benefit has been conferred upon X, X cannot file a suit to enforce the contract because A and B are the only parties to the contract whereas X is a stranger to the contract.

⇒ English Law (Regarding Privity of Contract)

In Tweddle v. Atkinson (1861), it has been held that only parties to the contract can sue each other.

In this case, the plaintiff, A married a girl, B. After this marriage there was a contract in writing between the A's father and the B's father that each would pay a certain sum of money to A and that A will have the power to sue

It was held by the court in this case that A could not sue for the same.

In this case the plaintiff was both a stranger to consideration as well as stranger to contract and therefore he could not enforce the claim.

→ The rule of Privity of contract was reaffirmed by the House of Lords in Dunlop Pneumatic Tyre Co. Ltd. v. Selfridge & Co. Ltd. (1915) in the following words:

"In the law of England, certain principles are fundamental. one is that only a person who is a party to a contract can sue on it.

→ In Dunlop's case, the appellants (Dunlop and co.), who were manufacturers of Motor-car tyres, sold some tyres to one Dew and co. with an agreement that these tyres will not be sold below the list price. Dew & co. in their turn, sold some of those tyres to the respondents

The respondents sold some tyres below the list price, and the appellants brought an action against the respondents to recover damages for the same.

The House of Lords held that Dunlop & Co. could not bring an action against Selfridge and Co. because there was no contract between the two parties. It was further observed that even if it is taken that Dew & Co. were acting as agent for Dunlop & Co. the latter still cannot maintain an action as there was no consideration between Dunlop & Co. and Selfridge & Co., since the whole of the purchase price was paid by Selfridge & Co. to Dew & Co.

⇒ Indian Law :

The rule that Privity of contract is needed and stranger to contract cannot bring an action is equally applicable in India as in England. Even though under the Indian contract Act, the definition of consideration is