

## DAMAGES FOR BREACH OF CONTRACT UNDER INDIAN CONTRACT ACT-1872

*Dr. Manoj Kumar Sadual*

*Associate Professor, P.G. Department of Law, Utkal University, Bhubaneswar, Odisha, India*

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### **ABSTRACT**

*A contract is not a property. It is only a promise supported by some consideration upon which either the remedy of specific performance or that of damages is available. Every breach of contract upsets many a settled expectation of the injured party. He may feel the consequence for a long time and in a variety of ways. The consequences of a breach may be endless, but there must be an end to liability. The defendant cannot be held liable for all that follows from his breach. There must be a limit to liability and beyond that limit the damage is said to be too remote and, therefore, irrecoverable. The problem is where to draw the line. The rule of the common law is that where a party sustains a loss by reason of a breach of contract, he is, so far as money can do it, to be placed in the same situation, with respect to damage, as if the contract had been performed.*

**KEYWORDS:** *Damages, Liable, Liability, Breach, Contract.*