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Effect of Pandemic on Performance of Contracts and Remedies to the Cases of Breach: Looking into Legal Responses

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***Abstract*---**There would hardly be any walk of life which has gone unaffected by the COVID-19 pandemic. Its effect on the performance of contracts has also attracted legal questions and practical balancing of interests. In deciding whether a sum stipulated to be paid in case of breach of contract is liquidated damages or penalty to secure performance of the contract, intention of party is an important factor in determining but not always controlling one. Substantially, remedies are given by actions in cases of performance of contracts. The nature of the contract determines the kind of remedies. The article demonstrates the structure of damages, penalty-default theory as derived from Hadley v. Baxendale. It also analyses the effects brought in by the Covid-19 pandemic over the award of damages. By this article, the authors aim to analyze the two most crucial aspects of the Indian Contract Act ie. Performace, frustration, and award of damages. The article attempts to scrutinize the dimensions and ways in which these words can be interpreted and applied. In this paper, the author will rely on critical and comparative analysis. For certain empirical demands of the topic, already published data and information will be relied on and acknowledged.

***Keywords*---**contract, damages, effect COVID-19, frustration, penalty, performance contract, remedy.

Introduction

Contractual dealings constitute the major portion of socio-economic transactions. The law of contracts deals with the formation and performance of contracts and

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also does it cover the redressal aspect to the instances of the breach. To start with the basic understanding, we may refer to the definition in Black Law Dictionary (Garner, 2004), a contract is “An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law”. This agreement is a relationship that is established on trust, honesty, mutual interest, and commitments.

Contracts are based on agreements and are less regulated by the law; however, on certain points law has to ensure a permissible range of freedom within which contracts may be entered into, performed, and remedied whenever required. Law will even intervene to protect the interests of a vulnerable party who might be at the risk of loss, unreasobly. “The function of the law is to enable rights to be vindicated and to provide remedies when duties have been breached.” (v Afshar, 2004). In ideal circumstances both the parties agree to abide by the contract and adhere to required duties but when they fail to do so, then the innocent party may be at a loss or get injured. “When a party gets injured or suffers loss then he might seek the remedy of monetary compensation which is called Damages”. When the party decides the amount of compensation for the breach while making the contract then they can be divided into two categories, one is liquidated damages and the other is a penalty. According to the Blacks Law Dictionary, “penalty is a punishment imposed on a wrongdoer, in the form of imprisonment or fine” (Garner, 2004).

The gravity and significance of a contract lie in the fact that it controls the magnitude of risk for both parties, it helps the parties to know exactly their rights, duties, and liabilities when duties are not fulfilled. They are not only binding but also legally enforceable. This is an important step to prevent misunderstanding and increase the operational efficiency between the parties in the future. The Indian Contract Act marks certain essentials which are given under section 10 of the act which helps the people to enter into a valid contract. The essentials given under section 10 of the act include Legal Intention to enter into a valid contract (Balfour, 1966), Free will of both the parties, Bonafide interaction between the parties from communication to acceptance, consideration, and all this for a valid lawful object.

The very idea of breach and it’s applications

Generally speaking, breach is a situation wherein a contract is not performed. A breach occurs when one person breaks the promise which he made to someone. When two parties enter into a contract to satisfy the common interest of the parties then they are expected to perform all the legal obligations and when they become unable to perform an expected promise then that is something which is called a breach of contract. This breach may be partial or whole. When we talk about the definition of breach of a contract then in simple terms, “A breach of contract occurs when the party renounces his liability under it, or by his actions make it impossible that he should perform his obligations under it or totally or partially fails to perform such obligations” (Singh, 2013). A simple breach of an express contract consists of an attempt by one party to recapture opportunities forgone upon contracting. A party enters a contract when it believes that no

greater benefit can be derived by expending elsewhere the resources required for the contract performance (Burton, 1980).

The breach can take before the performance or while performing thus there are two kinds of breach under the eyes of Indian Contract Law, they are Present Breach and Anticipatory Breach. When the breach happens after the performance is due, it is a present breach. It is also called an Actual Breach. It happens when the person renounces his liability or makes it impossible to perform on the day of completion of the contract. For instance, a buyer refuses to accept the contracted goods upon delivery or the seller gives illegitimate possession of the goods to the buyer in both of the cases the breach is done on the date of performance thus will be considered under present breach (Widana et al., 2020; Antoshkina et al., 2021).

Anticipatory Breach is the kind of breach which occurs before the date of performance. As the name suggests that this is a kind of breach where it is expected that Breach has occurred. In this kind of contract, the aggrieved party is no longer required to perform further as the contract comes to an end. For instance, as happened in the case of Ford v. Tiley, "if a man promises to marry a woman in the future but before the date of performance marries another woman then he would be instantly liable for the breach of promise to marry". In the Indian Contract Act, the doctrine of anticipatory breach is referred under section 39.

Relating it with the pandemic, it can be easily understood that there have been a lot of contracts that could not be performed. Since there was a failure to perform, it amounts to breach. However, the very purpose of the law is not to apply the laws mechanically. To amount to justice, or to move towards justice, laws are applied in their context. In the instances of a breach during a pandemic, it has to be seen in the light of the circumstances prevailing and the reasons that led to a breach of contract. It also has to be seen whether it is an unintended or involuntary instance of breach induced by a pandemic situation or otherwise (Dang & Nguyen, 2021; Hermalin et al., 2007).

Remedies for breach and effect of a pandemic on nature and magnitude of the remedies

Remedy for breach of contract damages. Damages are compensatory, not punitive. They are compensation for a natural and probable consequence of the breach, that could be reasonably foreseen. Damages can be of many kinds depending on the nature of loss suffered and the objective behind claiming damages by the party. The extent to which a plaintiff is entitled to demand damages for breach of contract was not fully considered by the courts until Hadley v. Baxendale in 1954. The burden of proof that the aggrieved party has suffered loss, "*lies on the injured party*". One of the earliest cases of damages solved the problem of the remoteness of damages called Hadley v. Baxendale. In this case, the plaintiff who had a mill that was stopped due to deuteriation of the crankshaft and the defendant who was a carrier delayed delivering a new shaft to the plaintiff for several days and thus plaintiff suffered a lot of loss. The plaintiff sued for the loss. The court held that defendants cannot be made liable in this

case because the case at hand was too remote for damages and “there could have existed several reasons for stopping of the mill”. Thus, establishing the important concept of “Remoteness of Damages”. Justice Alderson laid down the guideline that when one of the parties makes a breach then the damages can be reasonably given to the aggrieved party only in two circumstances, “one when the breach occurred naturally or may have been anticipated by the party that such breach may occur while forming the contract”. The case is best known for the rule that bears “Where two parties have made a contract which one of them has broken, the damages which the other party ought to receive in respect of such breach of contract should be such as may fairly and reasonably be considered either arising naturally, i.e., according to the usual course of things, from such breach of contract itself, or such as may reasonably be supposed to have been in the contemplation of both parties, at the time they made the contract, as the probable result of the breach of it”. During the pandemic, courts have been liberal and leaning in favour of the defendants. Even in cases demanding specific relief, the courts have not been tough on parties. This may sound like not very in tandem with the general principles of justice delivery; but the situation justifies the special character of the approach (Trimarchi, 1991; Tax & Nair, 2013; Engellandt & Riphahn, 2005).

In GDA v. Union of India, the court laid down, “The damages may be liquidated or unliquidated. Liquidated damages are such damages as having been agreed upon and fixed by the parties in anticipation of the breach. Unliquidated damages are such damages as are required to be assessed”. Liquidated Damages are those damages that are foreseeable and hence are already present in the provisions of the contract. Here both the parties agree to the stipulations and thus when such kind of loss occurs whose damages are already mentioned in the contract thus it is easy to pay. This brings certainty in many cases.

An essential element of liquidated damages is the intent of the parties. The damages specified must have been intended as liquidated damages (McCormick, 1930). When we talk about liquidated damages then it is given under section 74 of the Act. The rule, in this case, said, “if there is an amount already stated for the breach irrespective of whether it is a penalty or not, the party suffering from the breach is liable to claim reasonable compensation which did not exceed the amount so named” (Singh, 2013). Section 74 can be divided into two categories first the liquidated damage which is the sum to be paid upon breach and the second is any other stipulation by way of penalty. In India, the court doesn’t differentiate between the two whereas grants a reasonable compensation that does not exceed the stipulation.

Unliquidated damages are those which are not foreseeable and decided by the court of law. They are not certain beforehand and the compensation depends on the situation and circumstances of the case. In the Indian contract act, it is given under section 73. Under section 73 to claim compensation the innocent party must prove that it has suffered loss by evidence. For instance, in the case of Shipping Corpn of India Ltd., (Prasad, 1988), says, “even if the carrier admits the damage still it is insufficient for the consignee to obtain damage with actual proof of loss”. In another case where a doctor performed a surgery negligently, in this case, the doctor instead of cutting the fallopian tube, cuts small intestine leading

to the death of the patient. Here as damage 1,60,000 rupees with 12% interest was granted to the aggrieved party. Here neither of the parties could foresee the negligence of the doctors nor there was enough proof that the loss had happened yet damages in the form of unliquidated damages were awarded.

The test to ascertain whether a specific "liquidated damages" clause is, was confirmed a century ago, in the case of Dunlop Pneumatic Tyre Co Ltd v. New Garage & Motor Co. The test says "to check an unenforceable penalty clause is by analyzing and checking whether the stipulated sum of liquidated damages was *a* genuine covenanted pre-estimate of damage that could be caused by the breach of the relevant primary obligation".

Penalty as a remedy and its applications during the pandemic

In ordinary vocabulary, the term "penalty" is acknowledged similar to imprisonment where a legal or official punishment is granted. "It may also be interpreted as a fine, forfeiture, or any other kind of punishment that is allowed for not completely satisfying the contract". When the party decides the amount of compensation for the breach while making the contract then they can be divided into 2 categories, one is liquidated damages and the other is a penalty. It is called liquidated damages if the compensation in the form of money for the breach has been genuine pre-estimated and if it is merely done to secure the performance of the contract then it is termed as a penalty (Courtney, 2015). In the case of Maula Bux v. Union of India, it was reiterated that the penalty is not a genuine pre-estimate of the damages and thus cannot be taken into consideration as reasonable compensation.

A "penalty" is an amount which the party who commits the breach agrees to pay or forfeit. Here the penalty is though fixed and it acts as a punishment and cannot be considered as the pre-estimate of probable actual damages. The penalty is threatened to prevent the breach or as security (where the sum is deposited or the covenant to pay is joined in by one or more sureties). This is done to ensure the actual collection of damages (McCormick, 1930). In the Indian contract act section 74 talks about the term penalty. It is the concept that has more deviation towards the idea of punishment. In India, both the terms are treated as equal but in England, the 2 terms have different implications. As we see penalty is generally extravagant thus it is not allowed by the Indian courts, instead, reasonable compensation is awarded. In the case of Fateh Chand v. Bal Kishan Das t*he* clause "any other stipulation by way of penalty" was addressed and inserted for the first time.

Now whether a contract has a condition of liquidated damages or penalty depends upon the circumstances of the case and is judged by the court. To understand the Penalty let us look at the case of Ford Motor Co. v. Armstrong, here the defendant was a retailer who use to procure supplies of the car and its parts from the plaintiff, the contract between both parties stated that the defendant will not sell any item below the listed price and if the above clause is preached then their defendant will be liable to pay 250 pounds to the plaintiff. When the term was breached then the case went to the court of appeal there the court of appeal held it to be a stipulation of Penalty as there was a possibility that a part sold by the

defendant has lesser value than the damages payable (Jacobi & Weiss, 2013 Zervogianni, 2004). Thus, a penalty is not an exact calculation of damages rather than it is a kind of punishment which the parties formulate so that the risk of a breach is minimized. The word "penalty" is a word of wide significance. The penalty is generally a recovery sum that acts as a penal measure even in civil suits. "A penalty can also be regarded as an exaction that does not have a compensatory nature even though it is not being recovered to an order finding the person concerned guilty of the crime."

The contractual term penalty is often seen as unreasonable and much more than the breach committed by the defaulting party. When the penalty becomes unreasonable then the courts refuse to grant them, for instance as happened in the case of London Trust Ltd. v. Hurrel, here the claim of penality was rejected as it was a non-genuine pre-estimate of probable damage, leading it to be termed as unreasonable. In India as well, the penalty is awarded only when it is found reasonable as decided by the supreme court in the landmark case of Fateh Chand, where the court held that the "Duty not to enforce penalty clause but only to award reasonable compensation is statutorily imposed upon by courts by section 74". In Union of India v. Abdul Qayoom Dar, it was held that "involving a penalty where the court-imposed penalty of rupees 1,65,583/- on the defendant due to the unnecessary delay in completion of the contract."

For understanding, the penalty court held *"It will be held to be a penalty if the sum stipulated for is extravagant and unconscionable in amount in comparison with the greatest loss that could conceivably be proved to have followed from the breach... It will be held to be a penalty if the breach consists only in not paying a sum of money, and the sum stipulated is a sum greater than the sum which ought to have been paid... There is a presumption (but no more) that it is a penalty when 'a single lump sum is made payable by way of compensation, on the occurrence of one or more or all of several events, some of which may occasion serious and others but trifling damage'. On the other hand: It is no obstacle to the sum stipulated being a genuine pre-estimate of damage, that the consequences of the breach are such as to make precise pre-estimation almost an impossibility ..."*

Thus, to award justice to the cases on the principles of equity and good conscience many times the supreme court grants reasonable compensation instead of granting liquidated damages or penalties. This is a kind of mid-path approached by the Indian courts. A similar principle was reiterated in the case of ONGC Ltd. v. Saw Pipes where it was discussed, "many a time in contract cases related to the breach it is impossible to decide reasonability of the penalty which is synchronous with the breach thus the court awards the same compensation as given under the contract if it is genuinely pre-estimated by the parties to the contract with reasonable compensation measure." Very much in line with the judicial approach towards remedies for breach of contract during the pandemic, the applications of penalty have been very limited (Krisnanda & Surya, 2019; Shcherbyna et al., 2021). Courts have been liberal and leaning in favor of the defendants and even in cases where remedies are given, civil remedies have been preferred. It is a general nature of the proceedings that for civil wrong like a breach of contract, penal remedies are not easily resorted to. During a pandemic, this thought has been applied with far more of rigour.

Contract, frustration of contract and pandemic

Contracts which cannot be performed due to impossibility, are frustrated. This frustration can be of two types; prior impossibility and subsequent impossibility. There is no definite or globally acceptable definition of force majeure, in which case varying definitions have enmeshed. This reason makes it difficult to argue what a standard force majeure clause entails, both in principle and practice. Force majeure is relatively applicable to different legal systems and may not be automatic under the common law, but contract-based force majeure needs to be claimed by contractual parties (Nwedu, 2021). However, in broad terms, a force majeure clause will often protect a party that is unable to comply with its obligations from the usual consequences of noncompliance. It may, or may not, also affect the obligations of other parties to the contract or give one or all parties additional rights under the contract. On a basic level, force majeure has been defined as unanticipated external conditions that obstruct contract performance (Nwedu, 2021). Frustration applies only in extreme scenarios, and the threshold for establishing that a contract is frustrated is very high. Though there is no definitive test for frustration, generally a contract may be frustrated where:

- the frustrating event occurs after the contract has been formed;
- the event is beyond what was contemplated by the parties on entering the contract and is so fundamental that it strikes the root of the contract;
- neither party is at fault; and
- the event renders the performance of the contract impossible, illegal, or radically different from that contemplated by the parties at the time they entered into the contract

The approach of court during the pandemic

The Sweeping effect of the pandemic is not only felt in the health of the people across the globe but also in the Industrial and Contractual sectors. The government of various countries due to covid 19 had to allow Lockdown to save the lives of the people but it had a major impact on the people and their business which not only led to a breach of contract but also increased the confusion regarding the force majeure clause and the concept of frustration concerning damages. There was a major financial crisis and the labor force reduced at a drastic level across the companies which led to willingly or unwillingly breaches that were unforeseeable. The wide explanation of the term “Frustration” which is defined under Section 56 of the Contract Act of India was given in the case of Satyabrata Ghosh v. Mugneeram Bangur and Co. said any circumstance which causes supervening impossibility or an act prohibited then it can be dealt with under the purview of frustration. The term frustration doesn’t merely include physical impossibility but also all aspects which make the contract impossible to complete (Said et al., 2021; Aguiar-Quintana et al., 2021).

In another recent case of Watchdog v. Central Electricity Regulatory Commission and Anr. It was held that force majeure which is under the wide section of section 56 doesn’t only talk about literal impossibility but also if the act becomes impractical and doesn’t have an object or purpose after the event then also it can

be considered under force majeure. Generally, when we talk about the validity of the invocation force majeure clause then their elements come into the light (Zu, 2021; Katz, 2005; Sutrisni, 2018). First, the event that has occurred must be unpredictable, secondly, the parties should not have regulated that unpredictable event and thirdly the contract becomes impossible to perform after the commencement of that unpredictable event. So now when we closely analyze the covid 19 impacts on businesses than all the aspects competently stand valid here as it was also an unexpected event in which no one had any control but the fact that the event made the act impossible to perform will depend on the facts and circumstances of the case.

In the case of Standard Retail Pvt. Limited & Ors. v. G.S. Global Corp & Ors. (Bantekas, 2020). In this case, the petitioner failed to complete the contract and invoked the force majeure clause. The petitioner here resisted by saying that the outbreak of covid 19 instigated lockdowns and many limitations which barred him to complete his contractual obligations. But the Bombay high court refused to grant any relief to the petitioner as the steel was a crucial service and there were no restrictions upon the same. Thus, this case solidifies the idea that defaulting may not always get relief even after the cause to not perform was covid 19.

On the other hand, we also have cases where the court granted relief to the defaulting party because of covid. In the case of M/s Halliburton Offshore Services INC v. Vedanta Limited & Anr., the petitioner argued that covid 19 was the major root behind not performing the contract of digging wells to which the court granted the relief and said that the digging wells are an activity which can be affected from covid 19 since it caused unanticipated problems to which no one had control and the coming of covid caused the physical impossibility in the commission of contract.

Conclusion

The law cannot take account of everything that follows a wrongful act; it regards some subsequent matters as outside the scope of its selection, because 'it was infinite for the law to judge the cause of causes, or consequences of consequences…In the varied web of affairs the law must abstract some consequences as relevant, not perhaps on grounds of pure logic, but simply practical reasons (David et al., 1998). The decision in many cases is to be concerned solely with the remoteness of damage, and it will conduce clarity if this expression is reserved for those cases where the defendant denies liability for certain consequences that have flowed from his breach. Further, the question of the measure of damages must be kept distinctive for the calculation of damages. The results of the paper should help in understanding the functioning of damage measures in situations when the buyer and the seller (parties) may each decide about both reliance and breach Contract law plays an extremely crucial role, in our daily activities, we enter into, so many agreements and establish contracts. The contracts help to achieve great goals from basic household activities to big business projects. By this paper, it is concluded that the role of a penalty and liquidated damages have an equally important role. When we talk about Indian law then it is easy to implement liquidated damages as compared to penalties.

Although both the terms have different dimensions under English Law. Indian courts in several cases have referred to a distinction between a penalty and liquidated damages. Whether a stipulation is a penalty or liquidated damages is a question of construction to be decided upon the terms and circumstances as they existed at the time of contract, not the breach. The utility of damage measures to contracting parties themselves is no doubt and perhaps the major aspect in which the social advantage of damage measures inheres. Furthermore, it affords a more appealing explanation of the observed use of damage measures than an explanation based on the notion that they are in the diffuse social interest (Shavell, 1980).

References

Aguiar-Quintana, T., Nguyen, H., Araujo-Cabrera, Y., & Sanabria-Díaz, J. M. (2021). Do job insecurity, anxiety and depression caused by the COVID-19 pandemic influence hotel employees' self-rated task performance? The moderating role of employee resilience. *International Journal of Hospitality Management*, *94*, 102868. https://doi.org/10.1016/j.ijhm.2021.102868

Antoshkina, V. K., Loshchykhin, O., Topchii, O., Shevchenko, D., & Hryhorchuk, M. V. (2021). Legislative basics of legal interpretation. *Linguistics and Culture Review*, *5*(S4), 1600-1614. https://doi.org/10.21744/lingcure.v5nS4.1867

Balfour. (1966). 1919) 2 KB 571, 579 (opinion of Atkin, LJ), cited in Note, Litigation Between Husband and Wife. *Harvard L. Rev.*, *79*, 1650-at.

Bantekas, I. (2020). Equal Treatment of Parties in International Commercial Arbitration. *International & Comparative Law Quarterly*, *69*(4), 991-1011.

Burton, S. J. (1980). Breach of contract and the common law duty to perform in good faith. *Harvard Law Review*, 369-404.

Courtney, W. (2015). Indemnities and the Indian Contract Act 1872. *Nat'l L. Sch. India Rev.*, *27*, 66.

Dang, H. A. H., & Nguyen, C. V. (2021). Gender inequality during the COVID-19 pandemic: Income, expenditure, savings, and job loss. *World Development*, *140*, 105296. https://doi.org/10.1016/j.worlddev.2020.105296

David, H., Balgopal, J., Bowness, L., & Levy, D. (1998). Impecuniosity and the Duty to Mitigate: Dredger Liesbosch (Owners) v. the Edison (Owners). *Advoc. Q.*, *20*, 366.

Engellandt, A., & Riphahn, R. T. (2005). Temporary contracts and employee effort. *Labour economics*, *12*(3), 281-299. https://doi.org/10.1016/j.labeco.2003.11.006

Garner, B. A. (2004). Black's Law Dictionary. 8-th ed. *St. Paul*.

Garner, B. A. (2004). Black's law dictionary.

Hermalin, B. E., Katz, A. W., & Craswell, R. (2007). Contract law. *Handbook of law and economics*, *1*, 3-138. https://doi.org/10.1016/S1574-0730(07)01001-8

Jacobi, O., & Weiss, A. (2013). The effect of time on default remedies for breach of contract. *International Review of Law and Economics*, *35*, 13-25. https://doi.org/10.1016/j.irle.2012.11.004

Katz, A. W. (2005). Remedies for breach of contract under the CISG. *International Review of Law and Economics*, *25*(3), 378-396. https://doi.org/10.1016/j.irle.2006.02.005

Krisnanda, P. H., & Surya, I. B. K. (2019). Effect of emotional and spiritual intelligence on transformational leadership and impact on employee performance. *International Research Journal of Management, IT and Social Sciences*, *6*(3), 70-82. https://doi.org/10.21744/irjmis.v6n3.634

McCormick, C. T. (1930). Liquidated Damages. *Virginia Law Review*, 103-128.

McCormick, C. T. (1930). Liquidated Damages. *Virginia Law Review*, 103-128.

Nwedu, C. N. (2021). The Rise of Force Majeure amid the Coronavirus Pandemic: Legitimacy and Implications for Energy Laws and Contracts. *Nat. Resources J.*, *61*, 1.

Nwedu, C. N. (2021). The Rise of Force Majeure amid the Coronavirus Pandemic: Legitimacy and Implications for Energy Laws and Contracts. *Nat. Resources J.*, *61*, 1.

Prasad, R. (1988). Training of the fleet officers of the Shipping Corporation of India.

Said, H., Ali, L., Ali, F., & Chen, X. (2021). COVID-19 and unpaid leave: Impacts of psychological contract breach on organizational distrust and turnover intention: Mediating role of emotional exhaustion. *Tourism management perspectives*, *39*, 100854. https://doi.org/10.1016/j.tmp.2021.100854

Shavell, S. (1980). Damage measures for breach of contract. *The Bell Journal of Economics*, 466-490.

Shcherbyna, V. S., Rieznikova, V. V., Radzyviliuk, V. V., Bevz, S. I., & Kravets, I. M. (2021). Problems of concluding business contracts in electronic form. *Linguistics and Culture Review*, *5*(S2), 751-763. https://doi.org/10.21744/lingcure.v5nS2.1417

Singh, A. (2013). *Contract and Specific Relief*. Eastern Book Company.

Singh, A. (2013). *Contract and Specific Relief*. Eastern Book Company.

Sutrisni, N. K. E. (2018). Villa trading contract with right to use on timeshare business program in Bali. *International Research Journal of Management, IT and Social Sciences*, *5*(6), 1-8. https://doi.org/10.21744/irjmis.v5n6.294

Tax, S. S., & Nair, S. (2013). Getting the right payoff from customer penalty fees. *Business Horizons*, *56*(3), 377-386. https://doi.org/10.1016/j.bushor.2013.01.012

Trimarchi, P. (1991). Commercial impracticability in contract law: An economic analysis. *International review of law and economics*, *11*(1), 63-82. https://doi.org/10.1016/0144-8188(91)90026-A

v Afshar, C. (2004). House of Lords. *UKHL*, *41*(2004), 4.

Widana, I.K., Dewi, G.A.O.C., Suryasa, W. (2020). Ergonomics approach to improve student concentration on learning process of professional ethics. *Journal of Advanced Research in Dynamical and Control Systems*, *12*(7), 429-445.

Zervogianni, E. (2004). Remedies for damage to property: money damages or restitution in natura?. *International Review of Law and Economics*, *24*(4), 525-541. https://doi.org/10.1016/j.irle.2005.01.008

Zu, Z. (2021). The right contextual information determining the success of communication on translation. *Applied Translation*, *15*(1), 39–43. Retrieved from https://appliedtranslation.nyc/index.php/journal/article/view/1423