Obligation, Meaning, Definition, types and Sources .

1) What is obligation -

According to Holland, An **obligation** as its entomology denotes is a tie by one person is bound to perform some act for the benefit of another. In some cases, the two parties agree thus to be bound together; in other cases as they are bound without their consent.

2) Definition of obligation -

Although It is hard to define term Obligation some eminent Jurists defined **obligation**. Definitions of Obligation are as follows -

Salmond -

According to Sir John Salmond"
An **obligation**, therefore, may be defined as a proprietary right in personam or a duty

which corresponds to such a right."
Obligations are all in one class of duties, namely those which are co-relatives of rights in personam.

Savigny -

According to Savigny an obligation is the control over another person, yet not over his person in all respects (in which case his personality would be destroyed), but over single acts of his which must be conceived of subtracted from his free will and subjected to our will

Paton -

According to Prof. Paton, an obligation is that part of law which creates right in personam

Anson -

According to Anson, "an obligation is a control exercisable by definite persons over definite persons for the purpose of Definite acts or forbearance reducible to a money value"

3) Kinds of obligations -

(a) Sole Obligation - Sole obligation is one in which there is one creditor and one debtor. e.g. A promise to B to pay $100. In this example, there is only one creditor and one debtor.

(b) Solidary Obligation - In case of Solidary Obligation there are two or more debtors owe the same thing to the same creditor. There are three kinds of solidary obligation see kinds of solidary obligation.

4) What is Solidary Obligation -

In solitary obligation, there are two or more debtors owe the same thing to the same creditor. that means there are two or more creditors entitled to the same obligation or two or more debtors under the same liability.

5) Kinds of solidary obligations -

In English law, solitary obligations are three distinct kinds which are- several obligation, joint obligations and joint and several obligations.

(a) Several solidary obligations -

Solidary obligations are several when, Although the thing owed in the same in each case, there are as many distinct obligations and causes of action as there are debtors.

(b) Joint solidary obligation -

Solidary obligations are joint when though there are two or more debtors, there is only one debt or other cause of action, as well as only one thing owed. The creditor must sue all of them and release of one operates as a release of others. For example when a Firm contracts a Debt all the partners are jointly liable. In English law, the liability of joint debtors is joint while in India it is joint and several

(c) Joint and several solidary obligations -

Certain solidary obligations are both joint and several. These obligations stand Midway between the above two. In this the creditor can sue one, some or all of them and release of one will not operate as a release of all other feasors. for example liability of joint tort committing the Tort jointly or two or more trustees jointly committing the same breach of Trust or joint debtors under Indian law.

Sources of Obligation -

There are four sources of an obligation which are as follows -

(1) Contractual obligation (obligations arising from contract) -

Contractual obligations are those which are created by contracts or agreements. These obligations create rights in personam between the parties. The rights so created are generally proprietary rights. Sometimes a contract creates rights which are not proprietary though they are in personam.

(2) Delictual Obligation (obligations arising from tort) -

Delictual obligations arises from tortious liability. According to Salmond, " A Tort may be defined as a civil wrong for which the remedy is an action for damages and which is not solely a breach of contract or the breach of Trust or other merely equitable obligations. Delictual obligations are those in which a sum of money to be paid as compensation for a tort

(3) Quasi-contractual obligations (obligations arising from quasi-contract) -

The term "Quasi" is a Latin word which, which means "as if" or "similarly". Quasi-contract is not a real contract entered into by the parties intentionally. It resembles a contract, in which law imposes an obligation on a person to perform an obligation on the ground of equity. Quasi-contract is based on the principle of equity that "A person shall not be allowed to enrich himself unjustly at the expense of another".In other words, A person should not receive or accept any benefit unjustly. If so, he has an obligation it back to the right owner. Such obligations is called

Quasi-contractual obligation.

Example - "X" leaves his Bag at Y's house by mistake. "Y" has Quasi-contract obligation to return it to "X"

(4) Innominate obligation -

Innominate obligations- Innomited obligations are all the obligations which are other than those falling under the heads of contractual obligation, delictual obligations and Quasi-contractual obligation.

Examples - Obligations of trustees towards their beneficiaries