

73. — When a party was induced to give his consent by such violence or threat as would lead him reasonably to believe that his life, body, liberty, reputation or property or the life, body, liberty, reputation or property of any other person was endangered, his consent is said to have been obtained by duress.

74. — Legal action does not constitute duress.

75. — In deciding whether a case of mistake, fraud or duress exists, the Court shall have due regard to the age, sex and position of the parties, and other circumstances of the case.

76. — The party whose consent to a contract was vitiated by mistake, fraud or duress can claim cancellation of such contract by the Court within one year from the day when the mistake or fraud became known to him, or when the duress ceased.

77. — The heirs of the party whose consent to a contract was vitiated by mistake, fraud or duress can claim cancellation of such contract by the Court within one year after death of such party.

If such party died after the mistake or fraud became known to him or after the duress ceased, his heirs cannot claim cancellation of the contract later than one year after such knowledge or after such cessation.

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