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The standard form contracts in which mostly the parties are not on equal bargaining terms. The consumer is in no position to negotiate the standard terms of such contracts and the company’s representatives often does not have the authority to do so. There is some debate on theoretical level whether, and to what extent, courts should enforce standard form contracts. One hand, they undeniably fulfill and important role in the society. Standard form contracting reduces transaction costs substantially by precluding the need for buyers and sellers of goods and services to negotiate the many details of a contract of sale each time the product is sold. The problem with standard form contract is the use of unfair and unreasonable and also sometimes one-sided terms in it. The present study is a modest attempt in this direction to see the use and misuse of unfair terms in standard form contracts and the study of the judicial response to this problem.

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