Undue influence is a ground for rescission of a contract, which is available to a contractant who has been persuaded by someone who has influence over him, to conclude a contract which with an unfettered will he would not have concluded.

STATE & DISCUSS REQUIREMENTS FOR UNDUE INFLUENCE

In Preller v Jordaan & Appellate Division accepted doctrine of undue influence is part of our law & held that sources of common law indicate concept of dolus is wide enough to cover instances which would be regarded in English law as undue influence.

It must be accepted a contract may be rescinded if a contracting party has exercised undue influence over someone in relation to whom he stood in a position of trust, so causing person to enter into contract.

In Patel v Grobbelaar & A.P. reaffirmed decision in Preller v Jordaan & held where a party to a contract requests a court to set aside a contract on a ground of undue influence, an onus rests on that party to prove.
(1) If the other party exercised influence over him
(2) his resistance weakened his power of resistance & made his will pliable.
(3) If the other party exercised this influence in an unscrupulous manner in order to induce him to consent to a transaction which firstly was to his detriment & 2ndly which he with normal free will would not have concluded.

Proof of existence of a relationship of trust can be used as proof of existence of above requirements.

Only Remedies are:
- Rescission & restitution

Undue influence renders a contract voidable at instance of aggrieved party.