

**Waiver - Waiver is an intentional relinquishment of a known right. Waiver applies when a party knows the material facts and is cognizant of the legal rights in that matter, and yet for some consideration consciously abandons the existing legal right, advantage, benefit, claim or privilege. Waiver can be contractual or by express conduct in consideration of some compromise. However, a statutory right may also be waived by implied conduct, like, by wanting to take a chance of a favourable decision. The fact that the other side has acted on it, is sufficient consideration. It is correct that waiver being an intentional relinquishment is not to be inferred by mere failure to take action.**

see also [Statute - waiver](#)

read **HERE** [2022 SCeJ 0200](#)