



Total No. of printed pages =3

**SUBJECT CODE: LAW122105**

Roll No. of candidate

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**2017**

**End Semester B.A.LL.B (H) Examination**

**1<sup>st</sup> Semester**

**LAW OF CONTRACT-1**

Full Marks- 70

Pass Marks- 21

Time- 3 hours

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*The figures in the margin indicate full marks.*

**1. Answer the following**

**(1x16= 16)**

- (a) What is an Implied Contract?
- (b) As per Section 4 of the Indian Contract Act, 1872, 'the communication of a proposal is complete when it comes to the \_\_\_\_\_ of the person to whom it is made'.
- (c) What is a Cross Offer?
- (d) What is an Auction?
- (e) Under Section 14 of the Indian Contract Act, 1872, Consent is said to be free when it is not caused by *(Tick the correct option)*
- (1) Coercion
- (2) Undue Influence
- (3) Both (1) and (2) are correct
- (4) Neither (1) nor (2) are correct
- (f) Which of the following Sections of the Indian Contract Act, 1872 says, '*an agreement without consideration is void*'? *(Tick the correct option)*
- (1) Section 14 (2) Section 10 (3) Section 25 (4) None of them.

- (g) Minor's contracts are declared to be void-ab-initio in which of the following cases?
- (1) Mohori Bibee v. Dharmodas Ghose(1903) 30 I.A. 114 (P.C.)
  - (2) Kedar Nath v. Gorie Mahomed, I.L.R.(1887) 14 Cal. 64.
  - (3) Manali Singhal v. Ravi Singhal, A.I.R.1999 Delhi 156
  - (4) All the above.
- (h) What is an Estoppel?
- (i) What do you mean by "Anticipatory breach of contract". ?
- (j) What is Quantum Meruit?
- (k) Do you find any difference between 'damage' and 'damages'? If yes, what is the difference?
- (l) The Maxim '*les non cogit ad impossibilia*' means : (Tick the correct option)
- (1) The law does not compel a man to do what he cannot possibly perform
  - (2) The law compels a man to do what he cannot possibly perform
  - (3) Both is correct
  - (4) None is correct.
- (m) In which year, the Specific Relief Act was enacted?
- (n) What is meant by a Preventive Relief?
- (o) Specific Relief can be granted only for the purpose of enforcing individual civil rights and not for the mere purpose of enforcing a penal law. ( True / false)
- (p) What is a declaratory decree?

## PART – B

(7x 2=14)

### Q.2 Answer Either (A) &(B) or (C)&(D) Of The Following:

(a) "All contracts are agreements; but all agreements are not contracts." – Do you agree to it? Illustrate your points making a clear distinction between agreements and contracts. (7)

(b) What are the essential elements of a valid contract? Distinguish between a void and a voidable contract. (4+3=7)

## OR

(c) Define CONSIDERATION. What are the essentials of valid Consideration? Discuss.

(3+4=7)

(d) In what respect, the followings are said to be different: (3.5x2=7)

- (1) Fraud and Misrepresentation
- (2) Doctrine of Frustration and Impossibility

**PART – C**

**(10x4=40)**

**Q.3** 'ACCEPTANCE is to OFFER what a lighted match is to train of gunpowder'-Elaborate.

(10)

**OR**

What are the essential requisites of a valid offer? Can an offer be revoked? If so, how? Explain. (10)

**Q.4** What do you mean by incompetency of parties to the CONTRACT? What is the effect of contract entered into when either of the parties to it is incompetent on the ground of incapacity of giving free consent? – Discuss. (4+6=10)

**OR**

'Past Consideration is no Consideration under English Law'. What is the position under Indian Law? State the Rule in Pinnel's Case with reference to Consideration.

(2+4+4=10)

**Q.5** What do you mean by 'Discharge of Contract'? What are the different modes of Discharging a Contract? Discuss. (10)

**OR**

What is Breach of Contract? What are the Remedies available to the aggrieved party in an action for Breach of contract? -- Discuss. (10)

**Q.6** Define Temporary and Perpetual Injunction. When can Temporary Injunction be granted? –Explain. (5+5=10)

**OR**

Write short notes on the following (any two): (5+5=10)

- (a) Ex-parte Decree
- (b) Mandatory Injunction
- (c) Recovery of possession of property