

Total number of printed pages—4

19 (I) CONT-I

2019

CONTRACT-I

Paper : 1·3

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. Fill in the blanks by choosing the correct option : $1 \times 10 = 10$

(i) The Indian Contract Act, 1872 came into force on _____. (the first day of January, 1872 / the first day of September, 1872)

(ii) The term _____ has been defined in sec. 2 (a) of the Indian Contract Act, 1872 (proposal/acceptance)

(iii) 'Undue influence' is defined under sec. _____ of the Indian Contract Act. $(15/16)$

Contd.

- (iv) In the leading case of _____, minor's agreement was declared as void.
(*Mohori Bibee v. Dharmodas Ghose/ Lakshmi Dass v. Roop Lall*)
- (v) Section 29 of the Indian Contract Act, 1872 deals with _____ agreement.
(wagering/uncertain)
- (vi) 'X' enters into an agreement to remain unmarried. The agreement is _____.
(valid/void)
- (vii) _____ means "as much as earned."
(Quantum merit/ Contingent Contract)
- (viii) _____ means substitution of an existing contract with a new one.
(novation/reimbursement)
- (ix) As per section 6(2)(a) of the Specific Relief Act, no suit shall be brought after the expiry of _____ from the date of dispossession. (6 months/1 Year)
- (x) A person entitled to the possession of specific immovable property may recover it in the manner provided by the _____. (Indian Contract Act/ Code of Civil Procedure, 1908)

2. Write short notes on the following :
2×5=10
- Mode of revocation of offer
 - Doctrine of economic duress
 - Agreement in restraint of marriage
 - Doctrine of frustration
 - Multinational Agreement.

3. What is Contract? Write the essential elements of a valid contract. 2+10=12

Or

Write an exhaustive note on consideration.
12

4. What are the essential elements of fraud? How does a fraud differ from a misrepresentation? 4+8=12

Or

Write the following : 6+6=12

- Who are Incompetent to contract?
- Define mistake of law and mistake of fact.

5. "Agreement without consideration is void"
—Explain. Are there any exceptions?
6+6=12

Or

Discuss the following with its exceptions :
6+6=12

- (a) Wagering agreement
- (b) Agreements in restraint of trade.

6. What is Discharge of a contract? Discuss various modes of discharge of contract.
4+8=12

Or

What do you mean by Quasi-Contract?
Explain the essentials of quasi-contract.

4+8=12

7. Explain the object, nature and scope of the Specific Relief Act, 1963. 12

Or

Write notes on the following : 6+6=12

- (a) The Standard Form of Contracts
- (b) Constitutional provisions for contractual liability of Government.

Total number of printed pages-4

19 (III) LWCN-I

2018

CONTRACT-I

Paper : 1.3

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. Fill in the blanks : 1×10=10

- (i) A mere statement of intention _____ an offer. (is/is not)
- (ii) Where the promise is already under an existing public duty, an express promise to perform, or performance of that duty _____ amount to consideration. (will/will not)
- (iii) A person who is usually of unsound mind, but occasionally of sound mind _____ make a contract when he is of sound mind. (may/may not)

Contd.

- (iv) Coercion includes committing or threatening to commit, any act forbidden by _____. (Code of Criminal Procedure/Indian Penal Code)
- (v) Every agreement in restraint of marriage of a minor is _____. (void/valid)
- (vi) According to section _____ of the Act, every agreement by which anyone is restrained from exercising a lawful profession, trade or business of any kind, is to that extent void. (27/28)
- (vii) Section _____ of the Indian Contract Act, 1872 deals with compensation for loss or damage caused by breach of contract. (71/73)
- (viii) _____ damages are awarded in contracts. (Liquidated/Unliquidated)
- (ix) A minor on attaining majority _____ ratify an agreement entered into while he was a minor. (can/cannot)
- (x) Generally speaking, specific performance is directed only in cases where monetary compensation _____ an adequate remedy. (is/is not)

2. Write short notes on the following :
2×5=10

- (a) Consideration
- (b) Minor as a shareholder
- (c) Agreement opposed to public policy
- (d) Quantum meruit
- (e) Injunction

3. "No Consideration No Contract". Discuss this rule with its exceptions. 12

Or

What do you mean by acceptance? Discuss the rules regarding acceptance in a contract. 4+8=12

4. Differentiate between the following :
6+6=12

- (a) Coercion and undue influence
- (b) mistake and misrepresentation

Or

"Minor's agreement is void". Discuss the statement in detail. 12

5. "Every agreement, of which the object or consideration is unlawful, is void". Explain stating the legal requirement of a valid contract. 12

Or

How is an agreement in restraint of legal proceedings void? Elucidate your answer with its exceptions. 8+4=12

6. What do you mean by breach of contract? What are the remedies available for an injured party in breach of contract? 4+8=12

Or

What do you mean by doctrine of frustration? Discuss various grounds of doctrine of frustration. 4+8=12

7. Write short notes on : 4×3=12

- (a) Standard form of contract
- (b) Arbitration
- (c) Specific performance

Or

What is government contract? Discuss the procedural requirements of a Government contract with relevant case laws. 2+10=12

2017

CONTRACT-I

Paper : 1.3

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. Fill in the blanks by choosing the correct option : 1×10=10
 - (i) The law of contract deals to create _____. (*legal rights and obligations/ constitutional rights and obligations*)
 - (ii) Proposal is the _____ element for formation of contract. (*first/second*)
 - (iii) 'Coercion' is defined under section _____ of the Indian Contract Act. (15/16)
 - (iv) In the leading case of _____, minor's agreement was declared as void. (*Mohori Bibee v. Dharmodas Ghose/ Lakshmi Dass v. Roop Lall*)

Contd.

(v) _____ is an exception to the rule that a stranger to contract cannot sue.
(Trust/Acceptance)

(vi) _____ means substitution of an existing contract with a new one.
(Novation/Reimbursement)

(vii) Section 29 of the Indian Contract Act, 1872 deals with _____ agreement.
(ambiguous/wagering)

(viii) Breach may be actual or _____.
(anticipatory/non-actual)

(ix) _____ is granted at the discretion of the court by injunction, temporary or perpetual.
(Preventive relief/Rescission)

(x) The Specific Relief Act, 1963 was came into force on _____.
(13th December, 1963/1st March, 1964)

2. Write short notes on the following :
2×5=10

(a) Privity of contract

(b) Wagering contract

(c) Legality of object

(d) Injunction

(e) Mistake of law.

3. What is proposal ? Write down the essentials of a proposal in formation of contract.
4+8=12

Or

"Acceptance is to an offer what a lighted match stick is to a train of gun powder". Explain.
12

4. What do you mean by "capacity to contract"? Discuss the effects of minor's agreement.
4+8=12

Or

What is free consent ? What are the factors that vitiate free consent ?
2+10=12

5. What do you understand by the term 'public policy' ? How is a contract opposed to public policy void ? Elucidate your answer. 12

Or

Write an exhaustive note on limitation on freedom of contract.
12

6. Discuss various modes of discharge of contract.
12

Or

What is doctrine of frustration ? Discuss the grounds of doctrine of frustration. 12

7. Discuss the contractual liability of Govt. in the light of constitutional provisions. Whether such liability is different from liability under the Contract Act, elucidate your answer. 12

Or

Explain the principles for assessment of damages in case of breach of contract with the help of statutory provisions. 12

Total number of printed pages-4

19 (Sem-I) CNCT-I

2016

CONTRACT-I

Paper : 1.3

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. Fill in the blanks by choosing the correct option : 1×10=10
- (i) The person accepting the proposal is called _____ (promisor/promisee).
 - (ii) Under the Indian Contract Act, 1872 consideration may be _____. (past/past, present or future)
 - (iii) Contract made under undue influence is _____. (void/voidable)
 - (iv) _____ means actual violence or threat of violence to a person. (Duress/Coercion).

Contd.

- (v) Section _____ deals with agreement in restraint of marriage. (26/27)
- (vi) Section 29 of the Indian Contract Act, 1872 deals with _____ agreement. (ambiguous/ wagering)
- (vii) _____ means 'as much as earned'. (Quantum meruit/ Contingent contract)
- (viii) 'Damage' means _____. (injury/ compensation)
- (ix) The Specific Relief Act, 1963 was came into force on _____ (13th December, 1963/ 1st March 1964)
- (x) The Law of Contract deals to create _____. (legal rights and obligations/ constitutional rights and obligations)

2. Write short notes on the following :

2×5=10

- (a) Characteristics of proposal or offer.
- (b) Mistake of law.
- (c) Void agreement.
- (d) Anticipatory breach of contract.
- (e) Standard form of contract.

3. 'A Contract without consideration is void'. Are there any exceptions to it? Explain with suitable illustrations. 12

Or

"Acceptance is to an offer what a lighted match stick is to a train of gun powder." Explain. 12

4. Explain the law relating to minor's agreements with relevant case laws. 12

Or

State when a consent is not said to be free. What is the effect of such consent on the formation of a contract? 8+4=12

5. What are the different kinds of agreements declared void by the Indian Contract Act? Explain briefly with examples. 12

Or

What are wagering agreements? Distinguish between wagering agreements and contingent contracts. 4+8=12

6. Discuss various modes of termination of contract. What are the remedies provided against breach of contract? 8+4=12

Or

Write brief notes on:

6+3+3=12

- a) Supervening impossibility of performance.
- b) Position of finder of goods.
- c) Novation.

7. Write an essay on the main objects of the Specific Relief Act, 1963. 12

Or

Discuss the following:

6+6= 12

- i. Multinational agreements.
 - ii. Constitutional provisions for contractual liability of Government.
-

Total number of printed pages-7

19 (3-I) LWCN 1-3

2015

LAW OF CONTRACT – 1

Paper : 1-3

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

Answer Q.Nos. **1 & 2** and **any five** from the rest.

1. Answer correctly : $1 \times 10 = 10$

(a) Acceptance has been defined under

(i) Section 2(a) of the Indian Contract Act

(ii) Section 2(c) of the Indian Contract Act

(iii) Section 2(d) of the Indian Contract Act

(iv) None of the above of the Indian Contract Act

Contd.

(b) Free consent is defined under

- (i) Section 10 of the Contract Act
- (ii) Section 11 of the Contract Act
- (iii) Section 13 of the Contract Act
- (iv) Section 14 of the Contract Act

(c) The consideration is unlawful if it is fraudulent according to

- (i) Section 23 of the Contract Act
- (ii) Section 25(2) of the Contract Act
- (iii) Section 26 of the Contract Act
- (iv) None of the above

(d) The rule regarding devolution of joint rights is contained under Section

- (i) 45 of the Contract Act
- (ii) 44 of the Contract Act
- (iii) 37 of the Contract Act
- (iv) All the above

(e) Govt. power to contract is found in the

- (i) Indian Contract Act 1872
- (ii) Constitution of India
- (iii) Indian Partnership Act 1932
- (iv) Indian Penal Code

(f) As regards Specific Performance of Contracts under the Specific Relief Act 1963, contracts can be divided into —

- (i) two categories
- (ii) three categories
- (iii) four categories
- (iv) five categories

(g) How many exceptions are there to doctrine of Privity of Contract ?

- (i) two
- (ii) three
- (iii) four
- (iv) five

(h) Section 19A of the Contract Act deals with consequences of agreement obtained by

- (i) coercion
- (ii) undue influence
- (iii) fraud
- (iv) misrepresentation

(i) Agreements in restraint of marriage is

- (i) void
- (ii) voidable
- (iii) illegal
- (iv) All the above

(j) As pointed out by Anson, the remedies for breach of contract may be classified into —

- (i) two heads
- (ii) three heads
- (iii) four heads
- (iv) five heads

2. Answer the following :

2×5=10

- (i) Tenders and Auctions
- (ii) Effect of Mistake
- (iii) Wagering agreement
- (iv) Refund and Restitution
- (v) Standard form contracts.

3. What is proposal? What are its essential elements? Write in detail making distinction with offer.

4+8=12

Or

Define consideration. Evaluate the doctrine of consideration with reference to English law.

4+8=12

4. Who are incompetent to contract? Discuss fully taking aid of English law also.

4+8=12

Total number of printed pages—7

19 (1) LWCN 1-3 (N)

2014

LAW OF CONTRACT-I

(New Course)

Paper : 1-3

Full Marks : 80

Time : Three hours

***The figures in the margin indicate full marks
for the questions.***

Answer Q. Nos. 1 & 2 and any Five from the rest.

1. Choose the correct answer : 1×10=10

(a) An agreement not enforceable by law is stated to be void under —

(i) Section 2(g)

(ii) Section 2(d)

(iii) Section 2(c)

(iv) Section 2(f).

Contd.

- (b) A proposal when accepted becomes
- (i) agreement under Section 2(c)
 - (ii) Promise under Section 2(b)
 - (iii) Contract under Section 2(h)
 - (iv) None of the above.
- (c) A contract without consideration under Section 25 is
- (i) Valid
 - (ii) Voidable
 - (iii) Void
 - (iv) Illegal.
- (d) Parties are not competent to contract if any one of them is
- (i) minor, insane, declared unqualified
 - (ii) minor
 - (iii) insane
 - (iv) declared unqualified.

- (e) Consent is free if not caused by
- (i) Cocrcion
 - (ii) Coercion, undue influence, fraud and misrepresentation
 - (iii) fraud
 - (iv) Misrepresentation.
- (f) A contingent contract
- (i) is void
 - (ii) never becomes void
 - (iii) becomes void when the event becomes impossible
 - (iv) is voidable.
- (g) Recession of the contract means
- (i) cancellation of contract
 - (ii) renewal of original contract
 - (iii) alteration of contract
 - (iv) All the above.

(h) An agreement in restraint of marriage ---

- (i) Voidable
- (ii) Void
- (iii) Illegal
- (iv) None of the above.

(i) Age of majority for the purpose of contract is ---

- (i) 16 yrs. for girls and 18 yrs. for boys
- (ii) 18 yrs. for girls and 21 yrs. for boys
- (iii) 18 yrs.
- (iv) 21 yrs.

(j) The law relating to tender of performance is laid down in

- (i) Section-37
- (ii) Section-35
- (iii) Section-36
- (iv) Section-38.

2. Write notes on :

2×5=10

- (a) Characteristics of Proposal or offer
- (b) Minor as a shareholder
- (c) Agreement opposed to public policy
- (d) Novation -- Essentials --
- (e) Coercion.

3. What do you mean by 'Acceptance'? How acceptance made in prescribed manner? Discuss the rules regarding valid acceptance.

Or

What is proposal? Write down the essentials of a proposal in formation of contract. 4+8=12

4. Define contract. What are the elements of a valid contract? Explain briefly. 4+8=12

Or

Write down the different kinds of contract as found under Indian Contract Act 1872. 12

5. "Minor's agreement is void". Discuss the statement in detail. 12

Or

Define consideration. State the exceptions to consideration. 12

6. What are different kinds of agreement declared void under the Indian Contract Act 1872? 12

Or

Define free consent. What are the factors which vitiate free consent? Explain them briefly.

4+8=12

7. What do you mean by performance and discharge of contracts? Write in short accordingly. 12

Or

Write short notes on : (any three)

3×4=12

- (a) Characteristics of Quasi-contract
- (b) Injunction
- (c) Kinds of Govt. Contract
- (d) Specific Relief
- (e) Contingent contract.