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1 SEM LLB LoC 3 (N)

2018

(December)

LAW

Paper : 1-3

(Law of Contract-I)

Full Marks : 80

Time : Three hours

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

Choose the correct answer : $1 \times 10 = 10$

1. (i) Indian Contract was passed in :
 - (a) 1930
 - (b) 1932
 - (c) 1875
 - (d) 1872.

- (ii) Which of the following is correct ?
- (a) A promise is a contract
 - (b) A set of promise is a contract
 - (c) A proposal is a contract
 - (d) An agreement enforceable by Law is a contract.
- (iii) Communication of proposal is completed when it come to the knowledge of :
- (a) The proposer
 - (b) The person to whom it is made
 - (c) The Court
 - (d) (a) or (b).
- (iv) *Quantum meruit* means :
- (a) As much as it meruited
 - (b) As much as is credited
 - (c) As much as is performed
 - (d) None of these.

(v) Which one of the following is correct ?

(a) Consideration need not be adequate or real

(b) Consideration must always be adequate

(c) Consideration need not be adequate it must always be real and have some value in the eye of Law

(d) Consideration need not be valuable in the eye of Law.

(vi) Where in an agreement between two parties there is mistake as to the fact essential to the agreement, the agreement is :

(a) Voidable

(b) Invalid

(c) Void

(d) Valid.

(vii) An agreement in restraint of marriage between parties not being minors is :

(a) voidable

(b) valid

(c) invalid

(d) void.

(viii) An agreement to do an act which is in itself impossible is :

(a) Voidable

(b) Illegal

(c) Void

(d) Valid.

(ix) An agreement without free consent is :

(a) valid

(b) void

(c) invalid

(d) voidable.

(x) To constitute contingent contract, the event :

(a) must be the part of the contract

(b) must not be the part of the contract

(c) may or may not be the part of the contract

(d) None of the above are correct.

2. Write short notes on within four/five lines :
(any five) 2×5=10

- (i) Voidable contract
- (ii) Wagering contract
- (iii) Coercion
- (iv) Novation
- (v) Unilateral contract
- (vi) Executed contract.

3. (a) Define the term Offer.
(b) Explain the essentials for a valid offer giving suitable examples.
(c) When does an offer lapse?
4+4+4=12

Or

- (a) Distinguish between offer and invitation to offer.
- (b) When does a communication of an offer complete? Support with illustration.
6+6=12

4. Define the term capacity of contract. State the law relating to competence of parties giving suitable examples. $4+8=12$

Or

Elaborate privity of contract with suitable case laws. 12

5. Write short notes on **any two** of the following: $6 \times 2 = 12$

- (a) Undue Influence
- (b) Misrepresentation
- (c) Contingent contract
- (d) Conditional contract.

6. What do you mean by discharge of contract? What are the different modes of discharge of contract? Explain with illustrations.

$4+8=12$

Or

What is Doctrine of Frustration? Write relevant statutory provisions citing case laws. $4+8=12$

7. Define Injunction. What are the different kinds of injunction? When does a temporary injunction granted? Explain.

2+4+6=12

Or

Write short notes on :

6×2=12

- (a) Recovery of possession of property
- (b) Rescission of contract.
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