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2 SEM LLB (N) 2 LOC 1

2012

(July)

LAW OF CONTRACT-I

Paper : 202

(New Course)

Full Marks – 80

Pass Marks – 32

Time – Three hours

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

1. (a) When the communication of a proposal as against the acceptor is deemed to be complete? Answer with illustrations. 8
- (b) When the proposal as well as the acceptance of the proposal may be revoked? Answer with illustrations. 8

Or

Acceptance must be absolute and must correspond to the terms of the offer. Discuss with suitable illustrations. 16

2. (a) Give two examples of cases where a contract is enforceable though there is no consideration.
- (b) Write two remedies of breach of contract.
- (c) Give two examples of exception to the rule that a stranger to a contract can sue upon it.
- (d) State three essential elements of a valid contract. 4+4+4+4=16

Or

- (a) What is consideration ? 4
- (b) State the essential ingredients of a valid consideration with illustration. 12
3. Describe the various modes of discharging a valid contract. 16

Or

A fraudulently informs that *A*'s estate is free from encumbrance. *B* thereupon buys the estate. The estate is subject to mortgage.

State what are the remedies available to *B* in this case. 16

4. What do you mean by the term 'specific performance of a contract'? Explain with illustration how specific relief is given. 16

Or

What is meant by Prohibitory and Mandatory Injunction ? Explain with illustration. 16

5. What are the contracts which cannot be specifically enforced ? Answer with illustrations. 16

Or

Write short notes on any *two* of the following :

(a) Declaratory Decree

(b) Rectification and cancellation of instruments

(c) When Rescission may be adjudged or refused? 8+8=16