

2016

(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.

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

(i) An agreement without consideration is :

(a) valid (b) voidable

(c) not valid (d) illegal.

(ii) Communication of acceptance against the proposer is complete when :

(a) it reaches him.

(b) it comes to his knowledge.

- (c) He puts it in the course of transmission so as to be beyond his power.
- (d) when he acts on it.
- (iii) 'A' looks after the minor son of 'B'. 'B' promises to pay Rs. 500 to 'A'. This
- (a) is a contract.
- (b) is not a contract because 'A' had not done it at the desire of the promisor B.
- (c) is not a contract, because there is no consideration from the side of 'A'.
- (d) is not a contract because consideration given by 'A' is past.
- (iv) A person who is not a party to the contract can enforce the contract on the same principle that consideration furnished by stranger is valid.
- (a) True, as the rule is that, a stranger to a contract can sue.
- (b) False, as the rule is that, a stranger to a contract cannot sue.

(v) Who among the following are not competent to contract ?

- (a) minors
- (b) persons of unsound mind
- (c) persons disqualified by law
- (d) all of these.

(vi) 'A' agrees to sell to 'B' one hundred tons of oil. 'A' deals in several kinds of oil and it cannot be ascertained as to what kind of oil is required by 'B'. The agreement is :

- (a) void for uncertainty
- (b) voidable at the option of A
- (c) 'A' is bound to sell oil to 'B' which he may subsequently indicate
- (d) valid.

(vii) Which of the following has been defined in section 2(d) of Indian Contract Act ?

- (a) proposal
- (b) acceptance
- (c) consideration
- (d) promise.

(viii) The case in which the minor's agreement has been declared void :

(a) Bhagawandas vs. Girdhari Lal and Co.

(b) Lalman Sukla vs. Gauri Dutta

(c) Twedle vs. Atkinson

(d) Mohiri Bibi vs. Dharmodas Ghose.

(ix) The definition of misrepresentation is found in :

(a) Section 17

(b) Section 18

(c) Section 19

(d) Section 19A.

(x) Maintenance of suit is :

(a) always opposed to public policy.

(b) not always opposed to public policy.

(c) immoral.

(d) none of the above is correct.

2. Write short notes on any *five* within four/five lines each : $5 \times 2 = 10$

- (a) Consideration
- (b) Coercion
- (c) Quantum Meruit
- (d) Contingent Contract
- (e) Quasi Contract
- (f) Undue influence.

3. (a) Define the term offer.

(b) Explain the essentials and legal rules for a valid offer giving suitable examples.

(c) When does an offer lapse ? $2+8+2=12$

Or

"The communication of a proposal is complete when it comes to the knowledge of the person to whom it is made." Discuss the statement in the context of Indian Contract Act.

4. "All contracts are agreements but all agreements are not contracts". Discuss the essentials of a valid contract in the light of above statement. 12

Or

Define and distinguish between :

- (a) Void and voidable contract
 - (b) Offer and invitation to receive offer
 - (c) Unilateral and bilateral contract
 - (d) Executed and executory contract.
5. Define the term Capacity to Contract. State the law relating to the competence of the parties, giving suitable examples. 4+8=12

Or

Explain the Mohiri Bibi vs. Dharmodas Ghose case in which the minor's agreement has been declared void.

6. What do you mean by discharge of contract ? Discuss the various modes by which a contract may be discharged. 12

Or

What is Quasi-contract ? Elaborate Quasi-contract under Indian Contract Act, 1872. 3+9=12

7. (a) Define injunction.

(b) What are the different kinds of injunctions?

(c) When does a perpetual injunction is granted ?
Explain. 3+6+3=12

Or

Describe various provisions of specific performance of contract under the Specific Relief Act, 1963, with the help of case laws.

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