

Total number of printed pages-7

1 SEM LLB LoC 3 (N)

2017

(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.

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

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

(i) A promise is :

- (a) An accepted proposal
- (b) A proposal which is communicated properly
- (c) A valid proposal
- (d) A proposal made validly.

(ii) The definition of Fraud is found in section :

(a) 17

(b) 18

(c) 19

(d) 20.

(iii) Section 38 deals with :

(a) effect of wagering contract

(b) effect of contingent contract

(c) effect of breach of contract.

(iv) Which one of the following is correct ?

(a) A minor's contract is voidable

(b) A minor's contract is void *ab initio*

(c) A minor's contract is void.

(v) A boy of 19 years for whose property a guardian has been appointed enters into a contract with 'B' in respect of property. The contract is :

(a) valid

(b) voidable

(c) void

(d) invalid.

(vi) Consent is said to be free when :

(a) It is not obtained through coercion or undue influence

(b) It is not obtained through coercion or undue influence or fraud

(c) It is not obtained through misrepresentation fraud or coercion

(d) It is not obtained through coercion or undue influence or fraud or misrepresentation or mistake.

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

- (a) Proposal
- (b) Acceptance
- (c) Consideration
- (d) Promise.

(viii) 'A' promises to procure employment to 'B' and 'B' promises to pay Rs.10,000/- to 'A'. This agreement :

- (a) is voidable
- (b) is valid
- (c) void because consideration is unlawful
- (d) void because there is no consideration from side of 'A'.

(ix) 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.

- (x) Which of the following is not the legal requirement of a valid offer ?
- (a) It must be communicated to the offeree
 - (b) It must be made with a view to offeree's assent
 - (c) It must express offerer's final willingness
 - (d) It must be made to a specific person and not to public at large.

2. Write short notes within **4/5** lines : **(any five)** 2×5=10

- (a) Consideration
- (b) Voidable contract
- (c) Sound mind
- (d) Coercion
- (e) Contingent contract
- (f) Doctrine of frustration.

3. Define Contract. Write down essentials of a valid contract with suitable examples.

Or

All contracts are agreement but all agreements are not contract. Discuss with illustrations.

4. Define consideration, write down exception to the rule that agreement without consideration is void. 12
5. State how offer is revoked. State the grounds of revocation of an offer. 12

Or

What do you understand by the legality of object and consideration ? State the cases in which the object and consideration is unlawful.

6. Distinguish between : **(any three)**
4×3=12
 - (i) Void agreement and Illegal agreement
 - (ii) Contingent contract and Quasi contract
 - (iii) Breach of contract and Anticipatory breach of contract.
 - (iv) Coercion and Undue influence.

7. Define Capacity to Contract, describe effect of minor's agreement. 12

Or

Explain Mohori Bibee *vs.* Dharmodas Ghose case in which Minor's agreement has been declared void.

8. State different kinds of injunctions and their applicability. 12

Or

Distinction between Mandatory injunction and Perpetual injunction.

9. What do you mean by Discharge of Contract? Discuss the various modes by which a contract may be discharged. 12

10. Write short notes on : 4×3=12

(i) *Quantum meruit*

(ii) Doctrine of Frustration

(iii) Mistake of fact and Mistake of law.
