

LLB
FIRST SEMESTER
LAW OF CONTRACT
LLB – 102 [REPEAT]
[USE OMR FOR OBJECTIVE PART]

Duration: 3 hrs.

Full Marks: 70

Time: 30 min.

Marks: 20

(Objective)

Choose the correct answer from the following: $1 \times 20 = 20$

1. A minor, B, enters into a contract with C to purchase a bicycle. This contract is:
 - a. Valid
 - b. Voidable at the option of B
 - c. Voidable at the option of C
 - d. Void ab initio
2. What is the age of majority in India?
 - a. 18 years
 - b. 21 years
 - c. 25 years
 - d. 16 years
3. Can a minor ratify a contract after attaining majority?
 - a. Yes, always
 - b. No, never
 - c. Yes, if the contract is beneficial
 - d. Yes, if the minor has paid a part of the consideration
4. An agreement without consideration is-
 - a. Voidable
 - b. Valid
 - c. Void
 - d. Illegal
5. Which of the following is not an exception to the doctrine of privity of contract?
 - a. Trust
 - b. Contractual benefit for a third party
 - c. Assignment of a contract
 - d. Family settlement
6. A third party beneficiary to a contract:
 - a. Can always sue to enforce the contract
 - b. Can only sue if the contract specifically states they can
 - c. Cannot sue under any circumstances
 - d. Can sue if the contract was intended to benefit them
7. Which of the following is **not** an essential element of a valid contract?
 - a. Offer
 - b. Acceptance
 - c. Consideration
 - d. Written agreement
8. Which of the following is not a valid form of consideration?
 - a. Past consideration
 - b. Present consideration
 - c. Future consideration
 - d. All of the above are valid forms of consideration

9. A contract can be discharged by-
- a. Performance
 - b. Agreement
 - c. Breach
 - d. All of the above
10. A void contract is-
- a. A valid contract that can be enforced
 - b. A contract that has no legal effect from the beginning
 - c. A contract that can be set aside by one of the parties
 - d. A contract that is partially valid and partially void
11. What is the exception to the general rule that wagering agreements are void?
- a. Agreements related to horse racing
 - b. Agreements related to card games
 - c. Agreements related to stock market transactions
 - d. Agreements related to insurance contracts
12. What is the remedy available to the innocent party in case of a breach of contract?
- a. Specific performance
 - b. Injunction
 - c. Damages
 - d. All of the above
13. Frustration of a contract occurs when-
- a. One party intentionally fails to perform
 - b. A supervening event makes performance radically different from what was originally agreed upon.
 - c. A party becomes insolvent
 - d. A party breaches the contract
14. A contract with a minor is-
- a. Voidable
 - b. Valid
 - c. Void ab initio
 - d. Enforceable
15. An agreement to commit a crime is-
- a. Void
 - b. Valid
 - c. Voidable
 - d. Illegal
16. The court may refuse specific performance if-
- a. Damages are an adequate remedy
 - b. The contract is unfair
 - c. The contract is uncertain
 - d. All of the above
17. Rectification is a remedy for-
- a. Fraud
 - b. Mistake
 - c. Breach of contract
 - d. None of the above
18. What is the doctrine of waiver?
- a. When a party voluntarily gives up a right under the contract
 - b. When a party is forced to give up a right under the contract
 - c. When a party is unable to perform their obligations under the contract
 - d. When a party delays in performing their obligations under the contract

19. A, a creditor, threatens to sue B, a debtor, if B does not agree to pay more than the amount due. This is a case of:

- a. Coercion
- b. Undue influence
- c. Misrepresentation
- d. Fraud

20. Specific performance is a remedy for-

- a. Breach of contract
- b. Tort
- c. Crime
- d. None of the above

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(Descriptive)

Time : 2 hrs. 30 min.

Marks : 50

[Answer question no.1 & any four (4) from the rest]

1. Analyse the essential elements of a valid contract as outlined in Section 10 of the Indian Contract Act, 1872. Discuss each element in detail, providing relevant case law and statutory provisions to illustrate your understanding. 5+5=10
2. Discuss the doctrine of privity of contract and consideration. How does the Indian Contract Act differ from English law in this regard? 5+5=10
3. What are the factors to be considered while determining the competency of parties to enter into a contract? 2+4+4
=10
4. A enters into a contract to sell his house to B. However, A later refuses to perform the contract. Can B obtain specific performance of the contract? If yes, give reason. 10
5. Explain the doctrine of frustration. What are the effects of frustration on a contract? 10
6. Discuss the various remedies available to an aggrieved party in case of a breach of contract. Explain each remedy in detail, providing relevant examples to illustrate your points. 5+5=10
7. Analyze the landmark case of Mohori Bibee v. Dharmadas Ghose. How did this case shape the understanding of minor contracts in India? 10
8. Explain the concept of void agreements in contract law. Discuss various scenarios that lead to the formation of void agreements, providing relevant examples. 5+5=10

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