

BA LLB
FIFTH SEMESTER
LAW OF CONTRACT
BLB – 505
(USE OMR FOR OBJECTIVE PART)

SET
B

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 contract is said to be discharged by frustration when-
 - a. The contract is performed with difficulty.
 - b. A party delays performance beyond a reasonable time.
 - c. Performance becomes impossible due to unforeseen events.
 - d. A party refuses to perform.
2. In which of the following scenarios will consent NOT be considered free?
 - a. When the person agrees under threat.
 - b. When the consent is given through negotiation.
 - c. When both parties sign a contract voluntarily
 - d. When there is full disclosure of facts.
3. An agreement with an unlawful object is -
 - a. Valid but unenforceable .
 - b. Voidable
 - c. Void from the beginning(void ab initio)
 - d. Valid if the object benefits both parties
4. What is the legal status of an agreement without consideration?
 - a. Voidable at the option of both parties.
 - b. Void unless it falls under certain exceptions.
 - c. Fully enforceable
 - d. Valid in all circumstances
5. Which of the following statements is true about agreements and contracts?
 - a. All agreements are contracts.
 - b. All contracts are agreements
 - c. Only written agreements can be contracts
 - d. Agreements between friends are contracts.
6. Under the Specific Relief Act , an injunction may be refused if-
 - a. The plaintiff is at fault or guilty of laches
 - b. The plaintiff has suffered irreparable loss
 - c. There is no other remedy available
 - d. There is a clear violation of rights.
7. Rectification of an instrument under the specific relief act can be ordered when-
 - a. Only when fraud is proven
 - b. There is no mistake
 - c. There is mutual mistake of fact
 - d. The instrument is void

8. Cancellation of an instrument can be sought under section 31 under the Specific Relief Act, 1963 when?

- The parties mutually agree to cancel
- The instrument is lost
- The instrument is valid
- The instrument is void or voidable

9. Specific performance of a contract is generally granted when-

- Damages are an adequate remedy
- The contract is for the sale of unique or rare goods
- It involves personal service
- There is no enforceable contract

10. Which of the following contracts is voidable?

- Agreement with a minor.
- Contract made under coercion
- Agreement without consideration
- Contract with unlawful object.

11. What does 'consideration' mean in contract law?

- The intention to enter into a contract.
- Something in return.
- An invitation to negotiate.
- A request to an offer.

12. When is an offer said to be accepted?

When acceptance is given with

- conditions.
- When silence is taken as acceptance.
- When acceptance is communicated.
- When it is published in a newspaper.

13. An agreement enforceable by law is known as-

- Agreement
- Contract
- Promise
- Proposal

14. Which of the following is an essential element of a valid contract?

- Competency of parties
- Free consent
- Lawful consideration
- All of the above

15. What is a void contract?

- A contract that can be enforced by only one party.
- A contract that cannot be enforced by law.
- A contract that lacks consideration.
- A contract with a minor

16. An invitation to treat is-

- A proposal
- A contract.
- An offer
- Request for negotiation or offer

17. What is meant by 'free consent' in a contract?

- Consent given out of ignorance.
- Consent given without any pressure or influence.
- Consent obtained through fraudulent means.
- Consent given under coercion.

18. Which of the following is NOT a mode of discharge of contract?

- Performance
- Breach
- Misrepresentation
- Agreement

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(Descriptive)

Time : 2 hrs. 30 min.

Marks : 50

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

1. 'All contracts are agreements, but all agreements are not contract'. 10
Explain.
2. Define proposal. Discuss the essential features of valid proposal. 2+8=10
3. Define consideration. Discuss the essential characteristics of valid consideration with the help of case laws. 3+7=10
4. Evaluate the effect of undue influence, coercion, misrepresentation, and fraud on the validity of contracts. Provide examples and relevant case law to support your answer. 7+3=10
5. Discuss the role and significance of specific performance as a remedy in contract law. When can courts refuse to grant specific performance even though a breach has occurred? 7+3=10
6. Examine the various modes through which contracts are discharged. Provide examples of situations where frustration of contract is invoked to discharge obligations? 7+3=10
7. Distinguish between 'contingent' and 'conditional' contracts. Provide examples and relevant case law to support your answer. 6+4=10
8. Describe in detail the essential features of Specific Relief Act, 1963. 10

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