

**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.

(Objective)

Marks: 20

Choose the correct answer from the following:

1 × 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 agreement
 - 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?
 - a. The parties mutually agree to cancel
 - b. The instrument is lost
 - c. The instrument is valid
 - d. The instrument is void or voidable
9. Specific performance of a contract is generally granted when-
 - a. Damages are an adequate remedy
 - b. The contract is for the sale of unique or rare goods
 - c. It involves personal service
 - d. There is no enforceable contract
10. Which of the following contracts is voidable?
 - a. Agreement with a minor.
 - b. Contract made under coercion
 - c. Agreement without consideration
 - d. Contract with unlawful object.
11. What does 'consideration' means in contract law?
 - a. The intention to enter into a contract.
 - b. Something in return.
 - c. An invitation to negotiate.
 - d. A request to an offer.
12. When is an offer said to be accepted?
 - a. When acceptance is given with conditions.
 - b. When silence is taken as acceptance.
 - c. When acceptance is communicated.
 - d. When it is published in a newspaper.
13. An agreement enforceable by law is known as-
 - a. Agreement
 - b. Contract
 - c. Promise
 - d. Proposal
14. Which of the following is an essential element of a valid contract?
 - a. Competency of parties
 - b. Free consent
 - c. Lawful consideration
 - d. All of the above
15. What is a void contract?
 - a. A contract that can be enforced by only one party.
 - b. A contract that cannot be enforced by law.
 - c. A contract that lacks consideration.
 - d. A contract with a minor
16. An invitation to treat is-
 - a. A proposal
 - b. A contract.
 - c. An offer
 - d. Request for negotiation or offer
17. What is meant by 'free consent' in a contract?
 - a. Consent given out of ignorance.
 - b. Consent given without any pressure or influence.
 - c. Consent obtained through fraudulent means.
 - d. Consent given under coercion.
18. Which of the following is NOT a mode of discharge of contract?
 - a. Performance
 - b. Breach
 - c. Misrepresentation
 - d. Agreement

19. When both parties agree to end a contract, it is known as-
- a. Rescission
 - b. Waiver
 - c. Novation
 - d. Alteration
20. Which of the following is not a remedy under the Specific Relief Act, 1963?
- a. Award of damages
 - b. Rectification of instruments
 - c. Specific performance of contracts.
 - d. Injunctions

-- --- --

(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'. Explain. 10
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 laews. 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

= = *** = =