REV-01
BLB/10/15

2025/12

SET A

BA LLB
FIFTH SEMESTER
LAW OF CONTRACT
BLB – 505 [REPEAT]

[USE OMR FOR OBJECTIVE PART]

Duration: 3 hrs. **Full Marks: 70**

Objective

Time: 30 min. **Marks: 20**

Choose the correct answer from the following: ***1×20=20***

1. Which of the following is not an essential element for a valid E-Contract, similar to a traditional contract?
   a. Lawful Consideration
   b. Competent Parties
   c. Intention to create legal relationship
   d. Physical presence of both parties

2. A Browse-wrap Contract (often used by e-commerce sites like Amazon/Myntra) is characterized by:
   a. Requiring the user to physically sign a printed document
   b. Acceptance being implied by the user's continued use of the website or service
   c. Requiring the user to click an "I Accept" button before proceeding.
   d. Being exclusively used for software licensing

3. The primary purpose of a Digital Signature in the context of an e-contract is to ensure
   a. That the contract is valid under all international laws.
   b. The authentication and integrity of the electronic document and the signatory
   c. The agreement is printed on physical paper.
   d. Automatic exemption from all forms of contract liability

4. The doctrine of Impossibility (often referred to as the Doctrine of Frustration for subsequent impossibility) in the Indian Contract Act, 1872, is primarily dealt with in Section------
   a. 54
   b. 55
   c. 56
   d. 57

5. Coercion, fraud and misrepresentation makes a contract-
   a. Void at the option of the party whose consent was so caused
   b. Voidable at the option of the party whose consent was so caused
   c. Valid for both sides
   d. None of the above.

6. Agreement without consideration is -
   a. Void
   b. Voidable
   c. Valid
   d. None of the above

7. A contract to do or not to do something if some event collateral to such contract does or does not happen is called-
   a. Simple contract
   b. Complex contract
   c. Contingent contract
   d. None of the above

8. Consent is defined as:
   a. Two or more persons are said to consent when they agree
   b. Two or more persons are said to consent when they agree upon the same thing in the same sense.
   c. Two or more persons are said to consent when they understand the same thing.
   d. Two or more persons are said to consent when they agree upon the same thing.

9. The consideration must be:
   a. Must be adequate
   b. Need not be adequate
   c. Substantially adequate
   d. None of the above

10. A 'contingent contract' is a contract to do or not to do something, if some event collateral to such contract:
   a. Happened or will not happen
   b. Does or does not happen
   c. May or may not happen
   d. None of the above

11. What does the term "consideration" mean in alegally binding contract?
   a. The monetary value of the contract.
   b. An exchange of promises between the parties.
   c. A gift given without expecting anything in return.
   d. The legality of the subject matter.

12. The agreements which are in restraint of trade are:
   a. Valid
   b. Illegal
   c. Void
   d. Voidable

13. What is the primary purpose of the Specific Relief Act, 1963?
   a. To regulate specific types of contracts.
   b. To grant punitive damages.
   c. To provide remedies for breach of contracts.
   d. To facilitate property transfers.

14. A contract where consent is affected by a mistake about the substance (core) of the agreement is:
   a. Always void.
   b. Always voidable.
   c. Void if the mistake is mutual.
   d. Valid if both parties are not competent.

15. A buys an article thinking that it is worth ₹ 100 when in fact it is worth only ₹ 50. There has been no misrepresentation on the part of the seller. The contract is:
   a. Valid
   b. Illegal
   c. Void
   d. Voidable

16. Where a person is in a position to dominate the will of another person and uses that position to obtain on unfair advantage it is called:
   a. Fraud
   b. Coercion
   c. Undue influence
   d. Misrepresentation.

17. "A' threatened to commit suicide if his wife did not execute a sale deed in favour of his brother. The wife executed the sale deed. This transaction is:
    a. Voidable due to under influence
    b. Voidable due to coercion
    c. Void being immoral
    d. Void being forbidden by law

18. A contract is discharged by mutual agreement when:
    a. One party unilaterally decides to end it
    b. Both parties agree to terminate the contract
    c. One party informs the other that they will not perform
    d. The contract is no longer profitable for one party

19. Which of the following is a way a contract can be discharged by operation of law?
    a. A party decides to replace an old contract with a new one
    b. The passage of a new law makes the contract illegal
    c. Death or insolvency of one of the parties
    d. A material alteration made without the consent of both parties

20. When consent to an agreement is obtained by undue influence, the agreement is voidable at the option of which party?
    a. either of the parties to the agreement
    b. the party whose consent is obtained maliciously
    c. the party who obtained the consent
    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. What is a contract? "Every contract is an agreement but every agreement is not contract." Explain 2+8=10

2. What is consideration? Should it always be adequate? What consideration and object are lawful? 3+2+5 =10

3. 'Agreement without consideration is void.' Explain. What are the kinds of consideration? 5+5=10

4. Explain the concept of "meeting of the minds" and how factors like fraud, coercion, misrepresentation, undue influence, or mistake can vitiate consent. **5+5=10**

5. A, a minor, borrows money from B, a moneylender, by falsely representing his age as 18. After A becomes a major, B files a suit to recover the amount. Is A liable to repay the loan? Can A ratify the contract after attaining majority? **10**

6. Define discharge of contract, describe four methods of discharge with examples, and discuss their effects on the contract and parties involved. **5+5=10**

7. Explain the remedies available for dispossession of specific immovable properties under the Specific Relief Act, 1963. **10**

8. What are quasi-contracts? Explain their characteristics and the relevant provisions in the Indian Contract Act. **2+8=10**

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