

BA LLB
Third Semester
Law of Contract
(BLB - 304)

Duration: 3Hrs.

Full Marks: 80

Part-A (Objective) =30
Part-B (Descriptive) =50

(PART-B: Descriptive)

Duration: 2 hrs. 30 mins.

Marks: 50

1. What are the essentials of a valid Contract? Write the differences between void and illegal contract. 6+4=10

Or

Explain the rule of the Privity of Contract. Explain the exception to this rule. 4+6=10

2. Discuss the nature of minors' agreement with the help of principles laid down in the case of Mohori Bibee v. Dharmodas Ghose. 10

Or

What are the essentials of fraud? How Fraud is different from Misrepresentation? 5+5=10

3. What is lawful consideration and object? When would the consideration and object of an agreement be unlawful or illegal? Explain. 4+6=10

Or

An Agreement without consideration is void. Is there exception to this principle? If so, explain the exception. 10

4. Explain the doctrine of frustration with the help of case law. 10

Or

Explain the principle of "Remoteness of damages" with special reference to *Hadley vs. Baxendale* case. 10

5. What is a Standard form of Contract? What are the general principles to be followed while formulating Standard form of Contract? 3+7=10

Or

What is government contract? What are the essentials laid down in Article 299 of the Constitution of India? Discuss with the help of case laws.

3+7=10

· BA LLB
Third Semester
Law of Contract
(BLB - 304)

Duration: 30 minutes

Marks – 30

(PART A - Objective Type)

1. Choose the correct answer from the following:

1×10=10

- (i) When a proposal is accepted, it becomes.....
- (a) An acceptance (b) A promise
(c) A consideration for the promise (d) An agreement
- (ii) A notice in the newspaper inviting tenders is:
- (a) an invitation to proposal (b) a proposal
(c) a promise (d) an invitation to negotiate
- (iii) Consensus ad idem means
- (a) theme of contract (b) common object
(c) meeting of mind upon the same thing in the same way
(d) none of the above
- (iv) A patient in a lunatic asylum, who is at intervals of sound mind, may
- (a) not contract (b) may contract
(c) may contract during those intervals when he is of sound mind
(d) may contract only after he becomes completely of sound mind
- (v) An agreement in restraint of trade is valid under Section 27 if it relates to
- (a) sale of good will (b) mutual adjustment
(c) business contingency (d) none of the above
- (vi) An agreement in restraint of marriage is
- (a) valid (b) voidable (c) valid (d) void
- (vii) 'X' a magician agrees with 'Z' to discover treasure by magic. The agreement is
- (a) impossible in itself and void (b) illegal
(c) voidable at the option of 'Z' (d) enforceable

(viii) A contract stands discharged by

- (a) Performance of the contract
- (b) Frustration of the contract
- (c) Novation
- (d) All of the above

(ix) Which Section of the Specific Relief Act, 1963 deals with Prohibitory Injunction?

- (a) Section 25
- (b) Section 38
- (c) Section 28
- (d) Section 40

(x) Under which situation, a contract can be specifically enforced?

- (a) Where compensation in money is an adequate relief
- (b) Contract which run into minute details
- (c) Contract which is determinable
- (d) where there exists no standards for ascertaining actual damage

2. Answer the following short questions:

2×10=20

(i) Arrange the sequence of the following concept in a contract

- (a) proposal
- (b) consideration
- (c) promise
- (d) acceptance
- (e) agreement

Ans: _____.

(ii) Write one difference between General offer and specific offer.

Ans: _____
_____.

(iii) Who are competent to enter into contract under the Indian Contract Act?

Ans: _____
_____.

(iv) Write one difference between coercion and duress.

Ans: _____
_____.

(v) Match the following:

- | | |
|--|----------------|
| (a) Agreement in restraint of Trade | (a) Section 27 |
| (b) Agreement in restraint of marriage | (b) Section 28 |
| (c) Agreement in restraint of legal proceeding | (c) Section 26 |
| (d) Agreement by way of wager | (d) Section 30 |

(vi) What is a void Agreement?

Ans: _____.

(vii) What do you mean by liquidated damages?

Ans: _____.

(viii) 'A' promises to deliver goods at 'B's warehouse on 1st January . On that day, 'A' brings the goods to 'B's warehouse but after usual business hour. Whether 'A' has performed his promise? Give reason.

Ans: _____.

(ix) What is specific performance of a contract?

Ans: _____.

(x) Write one advantages of Standard Form of Contract.

Ans: _____.
