

**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

Answer the following questions:

1. Define the term 'offer'. Explain different kinds of offer recognised under the Indian Contract Act. (3+7=10)

Or

What do you mean by Consideration? What are the essentials of a valid Consideration? (3+7=10)

2. Discuss in detail "who are competent to enter into contract." (10)

Or

When the Consent of a party to the contract is said to be obtained by fraud? Write the exceptions to the general rule 'mere silence or non-disclosure of facts does not amount to fraud. (6+4=10)

3. An Agreement in restraint of legal proceedings is void. Explain the rule with its exceptions. (4+6=10)

Or

What do you mean by the term void agreement? What are the grounds when a contract without consideration is valid? (3+7=10)

4. Discuss in details the remedies available for breach of contract. (10)

Or

What do you mean by anticipatory breach of contract? What are the effects and remedies available to the parties to the contract? (3+7=10)

5. What is a Government Contract? Discuss in detail different kinds of Government Contracts. (3+7=10)

Or

Write short notes on: (5+5=10)

(a) Rescission of Contract.

(b) Specific Performance of Contracts.

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Duration: 30 minutes

Marks – 30

(PART A- Objective Type)

I. Choose the correct answer:

1×10=10

- i) A promisor is a person:
(a) who accepts a promise (b) to whom a proposal is made
(c) who makes the proposal (d) who is a party to the contract
- ii) Which is correct?
(a) proposal + acceptance = promise (b) promise + consideration = agreement
(c) agreement + enforceability = contract (d) all the above
- iii) When the Consent of the parties is obtained by misrepresentation the Contract is:
(a) Illegal (b) Void
(c) Voidable (d) Valid
- iv) 'A' intending to deceive 'B', falsely represents that 500 maunds of indigo are made at 'A's Factory annually and thereby induces 'B' to buy the factory, the Contract is:
(a) Void (b) Valid
(c) Voidable at the option of 'A' (d) Voidable at the option of 'B'
- v) Which Section of the Indian Contract Act deals with Wagering agreement?
(a) Section 30 (b) Section 28
(c) Section 25 (d) Section 32
- vi) An agreement, the consideration and object of which is against public policy is:
(a) Voidable (b) Valid
(c) Void (d) None of the above
- vii) What is "Frustration of contract?"
(a) Commercial hardship.
(b) Physical impossibility due to disappearance of the subject matter of the contract or the object has failed to materialise.
(c) Both (a) and (b).
(d) Neither (a) nor (b).
- viii) A contract can be discharged by:
(a) performance of the contract (b) frustration of the contract
(c) both (a) and (b) (d) neither (a) nor (b)
- ix) Which Article of the Constitution specifies the triple conditions necessary to make Government liable under Contract?
(a) Article 299 (b) Article 300
(c) Article 250 (d) Article 370

- x) Which Section of the Specific Relief Act, 1963 deals with Temporary Injunction?
(a) Section 34 (b) Section 8
(c) Section 37 (d) Section 27

II. Answer the following questions:

2×10=20

- i) What are the different kinds of consideration recognised under the Indian Contract Act, 1872?
- ii) What do you mean by Specific Offer?
- iii) When a person is said to be of sound mind under the Indian Contract Act?
- iv) Write one difference between fraud and misrepresentation.
- v) Write one exception when an agreement in restraint of trade will not be void.

vi) Write one ground when an object and consideration can be unlawful.

vii) What is the effect of novation and alteration of a contract?

viii) Write two essentials of a valid tender.

ix) What is a Standard form of Contract?

x) Write one disadvantage of Standard Form of Contract.



University of Science and Technology, Meghalaya

Date Stamp: _____

SESSION: 2017-18			
COURSE _____ PAPER CODE: _____			
NAME OF THE PAPER: _____			
SEMESTER _____			
Instructions to Candidates		For Objective Type Questions	
<ol style="list-style-type: none"> This answer booklet has 4 pages. Please check before writing whether it is complete or in good condition. Do not write your name anywhere in the answer booklet. Write legibly on both sides of the paper You may use some space for any rough notes or calculation on the answer booklet if you need. These rough notes, calculations must be scored out before submitting the answer booklet. Do not bring any book or loose paper in the examination hall. Do not tear any page from the answer booklet. Do not write anything on the question paper or blotting paper or any pieces of paper while you are in the examination hall. Any act of indiscipline or misbehavior in the examination hall will result in your expulsion. No examinee is allowed to leave the examination hall until 30 minutes lapse after the commencement of the examination. Additional answer sheet will be supplied after the main answer booklet is completed. 	Page No.	Marks	
	Total		
	For Descriptive Type Questions		
	Question No.	Marks	
	Total		
	Grand Total		

Session: 2017-18
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 Roll No. _____
 Enrollment No. _____
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 Name of the Paper _____
 Paper Code _____

 Scrutinizer's Signature

 Examiner's Signature

 Invigilator's Signature
