

LLB
FIRST SEMESTER
LAW OF CONTRACT
LLB – 102 [REPEAT]
[USE OMR SHEET FOR OBJECTIVE PART]

**SET
A**

Duration: 3 hrs.

Full Marks: 70

Time: 30 min.

[Objective]

Marks: 20

Choose the correct answer from the following:

1 × 20 = 20

1. Which Section of the Indian Contract Act defines Void agreement?
 - a. Section 2(b)
 - b. Section 2(g)
 - c. Section 2(i)
 - d. Section 2(m)
2. An agreement, the consideration and object of which is forbidden by law is-
 - a. Void
 - b. Unlawful
 - c. Voidable
 - d. Invalid
3. The decision in Carlill v. Carbolic Smoke Ball Co. Case is related to:
 - a. Acceptance and its communication
 - b. Specific offer
 - c. General offer
 - d. Revocation of offer
4. An agreement in restraint of trade is valid if it relates to-
 - a. Sale of goodwill
 - b. Business contingency
 - c. Sale of Oil
 - d. None of the above
5. Claim for necessities of life supplied to a minor under Section 68-
 - a. Cannot be enforced at all
 - b. Can be enforced against the minor personally on attaining majority
 - c. Can be enforced against the minor's property or estate
 - d. Can be enforced against the guardian, if any, of the minor
6. Which Section of the Specific Relief Act, 1963 deals with Prohibitory Injunction?
 - a. Section 40
 - b. Section 22
 - c. Section 38
 - d. Section 30
7. Which is correct?
 - a. proposal + acceptance = promise
 - b. agreement + enforceability = contract
 - c. promise + consideration = agreement
 - d. all the above
8. Who is a promisor?
 - a. who accepts a promise
 - b. who makes the proposal
 - c. who is a party to the contract
 - d. to whom a proposal is made
9. Which Article of the Constitution specifies the triple conditions which contract made by Government should fulfill-
 - a. Article 299
 - b. Article 300
 - c. Article 250
 - d. Article 226

10. Executory consideration is also known as:
 - a. Past consideration
 - b. Present consideration
 - c. Future consideration
 - d. None of the above
11. Where both parties are under mistake as to matter of fact, the agreement will be-
 - a. enforceable
 - b. void
 - c. voidable
 - d. None of the above
12. An agreement without consideration is void except in case of compensation for-
 - a. Voluntary services rendered for the promisor
 - b. Voluntary services rendered at the request of a third party
 - c. Reimbursement of expenses incurred
 - d. All the above
13. When the consent to the contract is caused by coercion, the contract under Section 19 is-
 - a. Voidable contract
 - b. Illegal contract
 - c. Valid
 - d. Void agreement
14. Every promise and every set of promises, forming the consideration for each other is-
 - a. agreement
 - b. contract
 - c. acceptance
 - d. offer
15. Which Section of the Indian Contract Act deals with Agreement in restraint of marriage?
 - a. Section 29
 - b. Section 26
 - c. Section 27
 - d. Section 30
16. Competency to contract relates to-
 - a. Age of the parties
 - b. Soundness of mind of the parties
 - c. Both age and soundness of mind
 - d. Intelligence of the parties
17. An agreement to do an impossible act is-
 - a. enforceable
 - b. void
 - c. voidable
 - d. None of the above
18. Agreements, the meaning of which is not certain or not capable of being made certain under section 29 is-
 - a. Valid
 - b. Void
 - c. Voidable
 - d. Illegal
19. A person is deemed to be in a position to dominate the will of another by undue influence if the mental capacity is affected temporarily or permanently by-
 - a. reason of age
 - b. reason of illness
 - c. mental or bodily distress
 - d. all the above

20. What is the principal effect of a counter-offer?
- a. Silence does not constitute valid acceptance
 - b. An offeree can accept an offer of which he was not aware..
 - c. Generally, there is no need for an offeree to communicate his acceptance to the offeror.
 - d. Generally, acceptance need not precisely match the terms of the offer.

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(Descriptive)

Time : 2 hrs. 15 min.

Marks : 50

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

1. What do you mean by Offer? Discuss the essentials of a valid offer. 2+8=10
2. What are the grounds under which an agreement can be said as "an agreement without lawful consideration and object"? 10
3. Explain the nature of Minor's Agreement with the help of case law. 10
4. Write a note on essentials of a valid contract 10
5. What is a Standard form of Contract? What are the general rules to be followed while formulating Standard form of Contract? 2+8=10
6. What is a Government Contract? Discuss in detail different kinds of Government Contracts 3+7=10
7. What do you mean by discharge of contract? Discuss the different modes of discharge of contract? 2+8=10
8. Write note on: 5+5=10
 - a. Rescission of Contract and Specific Relief Act, 1963
 - b. Injunction under Specific Relief Act, 1963

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