

**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

- Every promise and every set of promise forming the consideration for each other is a/an:
a. contract
b. acceptance
c. agreement
d. proposal
- Over a cup of coffee in a restaurant, X invites his friend Y to dinner at his house on a Sunday. Y hires a taxi and reaches X's house at the appointed time, but X fails to perform his promise.
Can Y recover any damages from X?
a. Yes, as Y has suffered
b. No, as the intention was not to create legal relation
c. Either (a) or (b)
d. None of these
- A proposal when accepted becomes-
a. promise
b. agreement
c. contract
d. None of the above
- Which Section of the Indian Contract Act defines Consideration?
a. Section 2(a)
b. Section 2(b)
c. Section 2(c)
d. Section 2(d)
- Consideration in a contract-
a. must be present only
b. must be future only
c. may be past, present or future
d. may be past and future only
- Which Section of Indian Contract Act, deals with "Doctrine of Frustration"?
a. Section 50
b. Section 53
c. Section 56
d. Section 69
- The remedy of Specific performance of contract may be allowed-
a. under the Indian Contract Act
b. under Specific Relief Act
c. Indian Partnership Act
d. Both (a) & (b)

8. The principle that no one shall be allowed to enrich himself at the expense of another is a part of -
- a. Quasi contract
 - b. Quantum meruit
 - c. Consideration
 - d. Nudum pactum
9. 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
10. Which is correct?
- a. proposal + acceptance = promise
 - b. agreement + enforceability = contract
 - c. promise + consideration = agreement
 - d. all the above
11. 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
12. 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
13. 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 materialize.
 - c. neither (a) nor (b)
 - d. both (a) and (b)
14. Which of the following statement is correct?
- a. A contract with a minor is valid
 - b. Promisor and promisee is the same person
 - c. Consideration must be given at the desire of the promisor
 - d. Consideration must be given at the desire of the promisee
15. If an agreement suffers from any uncertainty, it is-
- a. Voidable
 - b. Void
 - c. Valid
 - d. None of the above
16. Which Section of the Indian Contract Act deals with essentials of Valid Contract?
- a. Section 10
 - b. Section 11
 - c. Section 12
 - d. Section 13

17. Considerations & objects are unlawful where it is-
- a. forbidden by law or defeat the provision of any law
 - b. which is fraudulent
 - c. which is immoral & against the public policy
 - d. all the above
18. A finder of Goods-
- a. has no responsibility for the goods
 - b. is subjected to the same responsibility as a Bailee
 - c. is the owner of the goods
 - d. None of these
19. Which Section of the Specific Relief Act, 1963 deals with Temporary Injunction?
- a. Section 34
 - b. Section 35
 - c. Section 36
 - d. Section 37
20. 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

(Descriptive)

Time : 2 hrs. 30 min.

Marks : 50

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

1. What do you mean by offer? Explain the essentials of a valid offer. 2+8=10
2. What do you mean by Consideration? Discuss the essentials of a valid Consideration with the help of case law? 3+8=7
3. Discuss in detail "who are incompetent to enter into contract". 10
4. What do you mean by Quasi Contract? Discuss the provisions related to Quasi Contract recognized under the Indian Contract Act, 1872 with the help of illustrations. 2+8=10
5. Write short notes on: 5+5=10
 - a. 'A' enters into an agreement with "B" according to which "A" will sell his bicycle to "B" for either Rs. 7000 or Rs. 10,000. "B" refused to buy the bicycle. "A" files a suit for the breach of contract. Will he be successful? Explain.
 - b. Specific Performance of Contracts
6. What do you mean by Discharge of Contract? Explain the different modes of discharge of Contract? 3+7=10
7. What do you mean Government Contract? Elaborate the provision provided under the Constitution of India which deals with Government Contract. 3+7=10
8. Explain the nature of minor's agreement with the help of Case Law. 10

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