

**BALLB
THIRD SEMESTER
LAW OF CONTRACT
BLB – 304 [REPEAT]
(USE OMR FOR OBJECTIVE PART)**

**SET
A**

Duration : 3 hrs.

Full Marks : 80

Time : 30 min.

(Objective)

Marks : 30

Choose the correct answer from the following:

1×10=10

1. Which of the following feature is not essential for a contract:
 - a. It should be in writing only
 - b. free consent of parties competent to contract
 - c. lawful consideration and with a lawful object
 - d. It should not be declared void expressly
2. An agreement not enforceable by law is called-
 - a. Void agreement
 - b. Valid agreement
 - c. Voidable agreement
 - d. None of the above
3. A proposes by a letter to sell a house to B. The communication of proposal is complete-----
 - a. When A makes such proposal
 - b. When B accepts the proposal
 - c. Both a and b
 - d. None of the above
4. Proposal may be-
 - a. Implied or express
 - b. Specific
 - c. Generic
 - d. All of the above
5. An offer made without any words spoken or written is
 - a. Counter offer
 - b. Implied offer
 - c. Cross offer
 - d. Special offer
6. Goods displayed in a shop with a price tag is an
 - a. Offer
 - b. invitation to offer
 - c. counter offer
 - d. none of the above
7. 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.
8. Agreement without consideration is
 - a. Void
 - b. Voidable
 - c. Valid
 - d. None of the above
9. The doctrine of frustration come in the play
 - a. where the performance is physically cut off
 - b. where the object of the contract is failed
 - c. either (a) or (b)
 - d. none of the above

10. Mr. 'X' contracted to sell a specified quantity of potatoes to be grown, but failed to supply them as the crop was destroyed by a disease, identify the specific ground of frustration
- Destruction of subject matter
 - change of circumstances³
 - non-occurrence of contemplated event
 - None of the above

Answer the following: (Use descriptive answer sheet)

2×10=20

- Define consideration under the Indian contract Act.
- Who is an Agent and Principal?
- Define "Pledge", "pawnor", and "pawnee"?
- What is a Contract?
- What are the essentials of valid offer?
- What is anticipatory breach?
- Define proposal
- Distinguish between void and voidable contract
- Who is a minor?
- Who is an unsound person?

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(Descriptive)

Time : 2 hrs. 30 min.

Marks : 50

[Answer the following questions]

1. a. Explain the term 'offer'. What are the essentials of a valid offer? Explain the modes as given under section 5 of the Indian Contract Act. 2+4+4=10
- Or*
- b. What is a contract? What are the essentials of a valid contract? "Every contract is an agreement but every agreement is not contract" explain. 2+3+5=10
2. a. Write a note on Quasi Contracts? Explain the provisions relating to Quasi contract. 2+4+4=10
- Or*
- b. 'Agreement without consideration is void'-explain. What are the kinds of consideration 7+3=10
3. a. Describe when a contract is said to be free. 10
- Or*
- b. Explain minor's capacity to contract along with the restitutions of a minor's agreement. 10
4. a. Explain the doctrine of frustration. 10
- Or*
- b. Describe the modes of discharge of contract. 10
5. a. Explain the constitutional provisions of a government contract. 10
- Or*
- b. Explain the remedies for breach of contract. 10

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