

**LLB
FIRST SEMESTER
LAW OF CONTRACT
LLB - 102**

**SET
A**

(1 SE OMIR FOR OBJECTIVE PART I)

Duration: 3 hrs.

Full Marks: 70

Time: 30 min.

(Objective)

Marks: 20

Choose the correct answer from the following:

1×20=20

- The Indian Contract Act came into force on-
 - 1st of August 1872
 - 1st of September 1872
 - 5th of September 1872
 - 15th of August 1872
- In which of the following case it was held that 'minor's agreement' was declared as void ab-initio?
 - Carlill v. Carbolic Smoke Balls Company
 - Balfour v. Balfour
 - Mohori Bibee v. Dharmodas Ghose
 - None of them
- Which section of Indian Contract Act 1872 defines Contract?
 - Section 2(b)
 - Section 2(a)
 - Section 2(d)
 - Section 2(c)
- Misrepresentation is defined under which Section of the Indian Contract Act?
 - Section 16
 - Section 17
 - Section 18
 - Section 19
- Standard form of Contract is also known as-
 - Contingent Contract
 - Quasi Contract
 - Take it or leave it Contract
 - All of the above
- Void agreement signifies-
 - Agreement enforceable by law
 - Agreement not enforceable by law
 - Legal agreement
 - Agreement violate formalities
- Offer as defined under Section 2(a) is-
 - Communication from one person to another
 - Suggestion by one person to another
 - Willingness to do or abstain from doing, an act in order to obtain the assent of other thereto
 - None of the above
- Who is a promisee?
 - Who makes the proposal
 - To whom a proposal is made
 - Who is a party to a contract
 - Who accepts the proposal

9. Parties are not competent to contract if one of them is-
- Minor
 - insane
 - Declared unqualified
 - All of the above
10. A master asks his servant to sell his cycle to him at less than the market price. This contract can be avoided by the servant on the ground of-
- Coercion
 - Mistake
 - Fraud
 - Undue influence
11. The expression 'Privity of Contract' means-
- The third party cannot interfere with the contract
 - Anyone can enforce the contract
 - Anyone can interfere with the contract
 - None of the above
12. A makes a contract with B to sell a horse to B at a specified price, if C, to whom the horse has been offered, refuses to buy him. The contract cannot be enforced by law unless and until C refuses to buy the horse. This contract is-
- Contracts contingent on an event not happening
 - Contracts contingent on an event happening
 - Contract enforceable on non-happening
 - Agreement contingent upon happening of an impossible event
13. A contract may be discharged by-
- By performance of the contract
 - By breach of the contract
 - By agreement and novation
 - All of the above
14. The term Quasi-Contract is discussed in the Indian Contract Act under-
- Section 71 only
 - Section 72 only
 - Section 68-72
 - None of the above
15. Which of the following is a remedy available for breach of contract?
- Rescission and damages
 - Specific performance and injunction
 - Quantum meruit
 - All of the above
16. Damages means-
- Compensation in terms of money for the loss suffered by the injured party
 - Compensation for the loss of profits to the injured party
 - Compensation for the loss of business reputation to the injured party
 - Compensation for the loss of social prestige to the injured party
17. The Specific Relief Act came into force on
- 11th of December 1963
 - 12th of December 1963
 - 13th of December 1963
 - 14th of December 1963
18. Specific relief can be granted only for the purpose of-
- Enforcing individual civil rights and not for the mere purpose of enforcing a penal law
 - Enforcing individual fundamental rights
 - Enforcing individual criminal rights only
 - Enforcing individual civil as well as criminal rights

19. Specific performance of a Contract can be sought upon-
- a. Written agreements
 - b. Oral agreements
 - c. Both (a) and (b)
 - d. Direct agreements
20. Which Section of the Specific relief Act deals with suit by person dispossessed of immovable property?
- a. Section 5
 - b. Section 6
 - c. Section 7
 - d. Section 8

(Descriptive)

Time : 2 hrs. 30 min.

Marks : 50

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

1. Define Contract. Discuss the essential elements of a Valid Contract. 3+7=10
2. 'Minor's agreement is void'. Discuss the statement in detail with relevant case laws. 10
3. What do you mean by Quasi Contract? Elaborate the essentials of Quasi Contract? 3+7=10
4. Explain the objectives, nature and scope of the Specific Relief Act, 1963. 10
5. Write short note on the following: 5+5=10
 - a. Doctrine of Frustration
 - b. Contingent Contract
6. What is Free Consent? What are the factors that vitiate free consent? 2+8=10
7. What do you mean by 'breach contract'? Explain the effects of breach of contract. 2+8=10
8. Write short note on the following: *(any two)* 5×2=10
 - a. Quantum meruit
 - b. Formation of contract
 - c. Standard form of Contract
 - d. Privity of Contract
 - e. Specific performance

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