

**BBA LLB**  
**FIFTH SEMESTER**  
**LAW OF CONTRACT**  
**BBLB – 505**  
[USE OMR FOR OBJECTIVE PART]

2024/11

**SET**  
**A**

Duration: 3 hrs.

Full Marks: 70

Time: 30 min.

Marks: 20

**(Objective)**

**Choose the correct answer from the following:**  $1 \times 20 = 20$

1. Which of the following is an essential element of a valid contract?  
a. Competency of parties      b. Free consent  
c. Lawful consideration      d. All of the above
2. An agreement enforceable by law is known as-  
a. Agreement      b. Contract  
c. Promise      d. Proposal
3. Which of the following contracts is voidable?  
a. Agreement with a minor.      b. Contract made under coercion  
c. Agreement without consideration      d. Contract with unlawful object.
4. What does 'consideration' means in contract law?  
a. The intention to enter into a contract.      b. Something in return.  
c. An invitation to negotiate.      d. A request to an offer.
5. When is an offer said to be accepted?  
a. When acceptance is given with conditions.  
b. When silence is taken as acceptance.  
c. When acceptance is communicated.  
d. When it is published in a newspaper.
6. What is a void contract?  
a. A contract that can be enforced by only one party.  
b. A contract that cannot be enforced by law.  
c. A contract that lacks consideration.  
d. A contract with a minor
7. An invitation to treat is-  
a. A proposal  
b. A contract.  
c. An offer  
d. Request for negotiation or offer
8. What is meant by 'free consent' in a contract?  
a. Consent given out of ignorance.  
b. Consent given without any pressure or influence.  
c. Consent obtained through fraudulent means.  
d. Consent given under coercion.

9. Which of the following is NOT a mode of discharge of contract?
  - a. Performance
  - b. Breach
  - c. Misrepresentation
  - d. Agreement
10. When both parties agree to end a contract, it is known as-
  - a. Rescission
  - b. Waiver
  - c. Novation
  - d. Alteration
11. Which of the following is not a remedy under the Specific Relief Act, 1963?
  - a. Award of damages
  - b. Rectification of instruments
  - c. Specific performance of contracts.
  - d. Injunctions
12. Specific performance of a contract is generally granted when-
  - a. Damages are an adequate remedy
  - b. The contract is for the sale of unique or rare goods
  - c. It involves personal service
  - d. There is no enforceable contract
13. Rectification of an instrument under the specific relief act can be ordered when-
  - a. Only when fraud is proven
  - b. There is no mistake
  - c. There is mutual mistake of fact
  - d. The instrument is void
14. Cancellation of an instrument can be sought under section 31 under the Specific Relief Act, 1963 when?
  - a. The parties mutually agree to cancel
  - b. The instrument is lost
  - c. The instrument is valid
  - d. The instrument is void or voidable
15. Under the Specific Relief Act, an injunction may be refused if-
  - a. The plaintiff is at fault or guilty of laches
  - b. The plaintiff has suffered irreparable loss
  - c. There is no other remedy available
  - d. There is a clear violation of rights.
16. What is the legal status of an agreement without consideration?
  - a. Voidable at the option of both parties.
  - b. Void unless it falls under certain exceptions.
  - c. Fully enforceable
  - d. Valid in all circumstances
17. An agreement with an unlawful object is -
  - a. Valid but unenforceable .
  - b. Voidable
  - c. Void from the beginning(void ab initio)
  - d. Valid if the object benefits both parties
18. In which of the following scenarios will consent NOT be considered free?
  - a. When the person agrees under threat.
  - b. When the consent is given through negotiation.
  - c. When both parties sign a contract voluntarily
  - d. When there is full disclosure of facts.

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19. A contract is said to be discharged by frustration when-

- a. The contract is performed with difficulty.
- b. A party delays performance beyond a reasonable time.
- c. Performance becomes impossible due to unforeseen events.
- d. A party refuses to perform.

20. Which of the following statements is true about agreements and contracts?

- a. All agreements are contracts.
- b. All contracts are agreements.
- c. Only written agreements can be contracts.
- d. Agreements between friends are contracts.

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( Descriptive )

Time : 2 hrs. 30 min.

Marks : 50

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

1. 'All contracts are agreements, but all agreements are not contract'. Explain 10
2. Define proposal. Discuss the essential features of valid proposal 2+8=10
3. Define consideration. Discuss the essential characteristics of valid consideration with the help of case laws. 3+7=10
4. Evaluate the effect of undue influence, coercion, misrepresentation, and fraud on the validity of contracts. Provide examples and relevant case law to support your answer. 7+3=10
5. Discuss the role and significance of specific performance as a remedy in contract law . When can courts refuse to grant specific performance even though a breach has occurred? 7+3=10
6. Examine the various modes through which contracts are discharged. Provide examples of situations where frustration of contract is invoked to discharge obligations? 7+3=10
7. Distinguish between 'contingent' and 'conditional' contracts. Provide examples and relevant case law to support your answer. 6+4=10
8. Describe in detail the essential features of Specific Relief Act, 1963. 10

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