

**First Semester B.A. LL.B. (5 Years Course) (C.B.S.) Examination****LAW OF CONTRACT—I****Compulsory Paper—6**

Time : Three Hours]

[Maximum Marks : 80

**N.B. :—** (1) Attempt **ALL** sections.

Section 'A' consists of **10** marks Section 'B' consists of **30** marks and Section 'C' consists of **40** marks.

(2) Follow the instructions given in each section.

(3) Marks are indicated against each question.

**SECTION—A**1. Choose the correct alternative (any **TEN**) :

1×10=10

(i) Considerations and objects are unlawful where it is :

- (a) forbidden by law or defeats the provision of any law
- (b) which is fraudulent
- (c) which is immoral and against the public policy
- (d) all of the above

(ii) A contract without consideration under section 25 is :

- (a) valid
- (b) voidable
- (c) void
- (d) illegal

(iii) Consent under section 13 means :

- (a) agreement on the same thing in the same sense
- (b) agreeing on the same thing at the same time
- (c) agreeing on the same thing at different time
- (d) agreeing on different things at different times

(iv) A contingent contract :

- (a) is void
- (b) never becomes void
- (c) becomes void when the event becomes impossible
- (d) is voidable

(v) Active concealment of fact is associated with which one of the following :

- (a) Fraud
- (b) Misrepresentation
- (c) Undue influence
- (d) Mistake

(vi) When a minor is supplied with necessities then :

- (a) The minor is personally liable
- (b) The minor is not personally liable
- (c) The minor's property is liable
- (d) The minor is liable at his option

(vii) A person accepting the proposal is called as :

- (a) Promisor
- (b) Promisee
- (c) Contractor
- (d) Vendor

(viii) A counter offer is :

- (a) An invitation to treat
- (b) An acceptance of the offer
- (c) The original offer ceases to exist and new offer is made out of bargain
- (d) None of these

(ix) Change of the nature of obligation in a contract is known as :

- (a) Novation
- (b) Alteration
- (c) Renovation
- (d) All of these

(x) A party to be competent to contract must be :

- (a) Major
- (b) Of sound mind
- (c) Not disqualified by law from contracting
- (d) All of the above

(xi) Damages awarded by way of punishment are called :

- (a) Special Damages
- (b) General Damages
- (c) Exemplary Damages
- (d) None of these above

(xii) Where the contingency of event merely indicates the mode or manner of performance, the contract is not :

- (a) Valid
- (b) Void
- (c) Lawful
- (d) Contingent

(xiii) The law of contract is nothing but :

- (a) a child of commercial dealing
- (b) a child of religion
- (c) a child of day-to-day politics
- (d) a child of economics

- (xiv) When the contract is perfectly valid but cannot be enforced because of certain technical defects. This is called :
- Unilateral contract
  - Bilateral contract
  - Unenforceable contract
  - Void contract
- (xv) A contract needs to be written, registered and signed by the parties and witnessed :
- if any party wishes so
  - if the Contract Act directs so
  - if any other act provides so
  - if the consideration is a large amount

### SECTION—B

**Note :—** Both the questions in this section are compulsory.

- Answer the following (any **THREE**) : 5×3=15
  - State the situations when agreement made without considerations is not void.
  - What is an offer ? How it differs from invitation to offer ?
  - How is a contract discharged by an agreement ?
  - Discuss contracts which cannot be specifically enforced ?
- Write short note on the following (any **THREE**) : 5×3=15
  - Injunction
  - Frustration of contract
  - Essentials of valid acceptance
  - Unlawful object.

### SECTION—C

**Note :—** Answer any **FIVE** questions of the following : 8×5=40

- Who is a minor ? Discuss the nature of minor's agreement with the help of case laws.
- What remedies are available for breach of contract ? Explain remoteness of damages.
- What is quasi contract ? Explain responsibilities of finder of goods.
- Explain anticipatory breach of contract with the help of example. Also explain its effects.
- When remedy of specific performance of contract can be granted by the court ?
- Write a note on :
  - Past consideration
  - Adequacy of consideration.
- What is free consent ? Explain essentials of coercion.
- What are the rules as to appropriation of payment laid down under Indian Contract Act ?