

KNT/KW/16/6944

B.A.LL.B. (5 Years Course) Semester—I (C.B.S.) Examination
LAW OF CONTRACT—I
Course Code—1.6
Compulsory Paper—6

Time : Three Hours]

[Maximum Marks : 80

N.B. :—(1) **ALL** Sections are compulsory.

(2) Section A carries **10** marks, Section B carries **30** marks,
Section C carries **40** marks.

(3) Follow the instructions given in each section.

SECTION—A

(Multiple Choice Questions)

Note :—This Section consists of **ONE** question having sub-questions carrying **1** mark each.

1. Attempt any **TEN** of the following :—

1×10=10

(i) Every promise and every set of promises, forming consideration for each other is an _____.

(a) Agreement

(b) Contract

(c) Offer

(d) Acceptance

(ii) A proposal when accepted becomes _____.

(a) Promise

(b) Agreement

(c) Contract

(d) Free Consent

(iii) An agreement enforceable by law at the instance of one party and not of other party under Sec 2(i) is called _____.

(a) valid contract

(b) an illegal contract

(c) void contract

(d) voidable contract

- (iv) A contract with a minor is a _____.
(a) valid contract (b) void contract
(c) voidable contract (d) voidable at the option of minor
- (v) Consideration and objects are unlawful where it is _____.
(a) Forbidden by law (b) Which is fraudulent
(c) Which is immoral (d) All the above
- (vi) Where the parties are under a mistake as to matter of fact, the contract is _____.
(a) valid (b) voidable
(c) void (d) illegal
- (vii) An agreement in restraint of marriage is _____.
(a) valid (b) voidable
(c) unenforceable (d) void
- (viii) Inadequacy of consideration does not make the contract _____.
(a) void (b) voidable
(c) unenforceable (d) neither void nor voidable
- (ix) A contract based on the happening or non-happening of a future event under section 31 is called as _____.
(a) Contingent Contract (b) Wagering Contract
(c) Void Contract (d) none of these
- (x) An agreement to do an impossible act under Section 56 is _____.
(a) void (b) valid
(c) voidable (d) unenforceable

(xi) An agreement not enforceable by law is stated to be void under _____.

- (a) Section 2(d) (b) Section 2(e)
- (c) Section 2(f) (d) Section 2(g)

(xii) Acceptance must be communicated has been held in the case _____.

- (a) Felthouse Vs. Bindley
- (b) Ashok Kumar Vs. State of UP
- (c) Pearce Vs. Brooks
- (d) Aghor Nath Banerjee Vs. Calcutta Tramways Co.

(xiii) Which of the following are the legal requirements of valid contract ?

- (a) It must be contingents (b) There must be conditional acceptance
- (c) There must be counter offer (d) Offer must be certain and definite

(xiv) Which of the following elements affect the consent of the party ?

- (a) Misrepresentation (b) Non-representation
- (c) Representation (d) None of the above

(xv) 'X' and 'Y' enter into written agreement about the specific debt that is time-barred. The contract is _____.

- (a) voidable (b) valid
- (c) void-ab-initio (d) void

SECTION—B

(Short Answer Questions)

Note :—Both the questions are compulsory. Each question carries **15** marks.

2. Answer the following (any **THREE**) :—

5×3=15

- (a) What do you mean by Offer ?
- (b) Explain in brief Revocation of Acceptance.
- (c) What is Coercion ?
- (d) Explain Agreement in restraint of trade.

3. Answer short notes on (any **THREE**) :—

5×3=15

- (a) Digital Certificate
- (b) Minors Contract
- (c) Remoteness of Damages
- (d) Frustration of Contract.

SECTION—C

(Long Answer Questions)

Note :—Answer any **FIVE** questions. Each question carries **8** marks.

8×5=40

- 4. Explain the difference between offer and Invitation to make an offer by giving suitable case laws.
- 5. Explain the term consideration. State the exceptions to the general rule of consideration, “Without consideration there is no agreement”.
- 6. State the position of privity of contract in India.
- 7. Write a short note on Quasi Contract.
- 8. Discuss free consent as one of the essential elements of valid contract.
- 9. Elaborate the remedies available for breach of contract.
- 10. State the various modes of Discharge of Contract.
- 11. Explain when specific relief is granted in contract.