



Total Page: 04

KNU/2022/LLBHC103

3 Years LL.B.(H) 1st Semester Examination- 2022

Award: LLB(HONS)

Discipline: LAW

Course Type: CC

Course Code: LLBHC103

Course Name: CONTRACT-I

Full Marks: 70(Regular)/80(Backlog)

Time: 4hrs

Candidates appearing examination for backlog courses are informed to attempt 6 questions from the question number 3

ব্যাকলগ কোর্সের জন্য পরীক্ষায় অংশগ্রহণকারী প্রার্থীদের 3 নম্বর প্রশ্ন থেকে 6 টি প্রশ্ন করার জন্য জানানো হচ্ছে
Group-A

1X10=10

I. Answer any ten questions:

1. Consensus ad idem means
 - a. Common intention
 - b. Meeting of minds
 - c. Free consent
 - d. None of the above
2. The juristic concept of contract consist consists of
 - a. Offer and acceptance
 - b. Consideration and coercion
 - c. Agreement and obligation
 - d. Free consent and obligation
3. A notice in the newspaper inviting tenders is
 - a. A proposal
 - b. An invitation to proposal
 - c. An invitation for negotiation.
 - d. None of the above
4. An agreement without consideration is
 - a. Void
 - b. Voidable
 - c. Illegal
 - d. Neither void nor voidable
5. Consideration
 - a. Must have some value in the eye of law
 - b. Must be real



- c. Must not be illusory
 - d. All the above
6. Obligation between parties that form contract
- a) Are all kinds of obligations
 - b) Are legal obligation which spring from agreement
 - c) Are not voluntary in nature
 - d) None of the above
7. An illegal agreement is
- a) Is void
 - b) Is not void
 - c) Is not void ab-initio
 - d) None of the above
8. Partial acceptance of offer result in
- a) Counter offer
 - b) Unqualified acceptance
 - c) Binding contract
 - d) None of the above
9. Cross offer do not constitute a contract because
- a) There is no acceptance
 - b) There is implied acceptance
 - c) Crossing implies cancellation
 - d) It amounts to counter offer
10. A contingent contract
- a) Is void
 - b) Never becomes void
 - c) Becomes void when the event becomes impossible
 - d) Is voidable
11. Consent is free under section 14 if not caused by
- a) Coercion and undue influence
 - b) Fraud and misrepresentation
 - c) Mistake subject to section 20 21 and 22
 - d) All the above
12. Past consideration is valid in
- a) England only
 - b) India only
 - c) Both India and England
 - d) Neither in England nor in India
13. A party who does not suffer any loss in the case of breach of contract is entitled to
- a) Statutory damages
 - b) Liquidated damages
 - c) Exemplary damages
 - d) Nominal damages.
14. A promises to paint a picture for B. A dies before the completion of the painting
- a) The agreement lapses for both the parties



- b. The agreement does not lapse
 - c. The agreement becomes unlawful
 - d. The agreement becomes voidable at the option of A's legal representatives
15. The term undue influence is covered under section
- a. Section 15
 - b. Section 16
 - c. Section 17
 - d. Section 18.
16. A wagering contract is void under section
- a. 29
 - b. 30
 - c. 19
 - d. 11.

Group-B

II. Answer any ten questions

2X10=20

- ✓ 1. Define a wagering agreement?
- 2. When communication of acceptance completes?
- ✓ 3. What is a contingent contract?
- ✓ 4. Define the term 'Coercion'?
- ✓ 5. What is a quasi contract?
- 6. What do you mean by reciprocal promise?
- 7. Mention the exceptions of consideration is a must?
- ✓ 8. Explain the meaning of 'novation'.
- ✓ 9. What do you mean by contract?
- ✓ 10. Mention the difference between void and voidable contract
- ✓ 11. What is an agreement?
- ✓ 12. Explain the meaning of privity of contract.
- 13. Agreement in restraint of trade is void?
- 14. Who are the parties competent to enter into a contract?
- 15. Does silence always amount to fraud?
- ✓ 16. What is the difference between misrepresentation and fraud

Group-C

III. Answer any four(Regular)/ six(backlog) questions:

5X4=20/ 5X6=30

- 1. Past consideration is a good consideration? does consideration need to be adequate?
- 2. Explain contingent contract along with rules for contingent contract
- ✓ 3. What is the difference between wagering and contract of insurance
- 4. When consideration or object is unlawful?

5. Mention the essential elements of a valid contract.
6. Elaborate 'suit by person dispossessed of immovable property' under the specific relief Act.
7. All agreements are not contracts but all contracts are agreements-Elaborate
8. What are the modes of revocation offer?
9. Discuss the nature of Minor's agreement?
10. What is the rule of Privity of contract?

Group-D

IV. Answer any two questions:

10X2=20

1. What do you mean by quasi contract? Mention the various types of quasi contract.
2. "Agreement in restraint of Trade is void" – are there any exception to it? If so what are they?
3. Write a short note on any two-
 - a. Doctrine of supervening impossibility
 - b. undue influence
 - c. Implied contract
 - d. Doctrine of frustration
4. What are the essentials of valid contract? Discuss in brief.
5. What do you mean by damages? Mention in brief the various remedies for breach of contract.
6. Elaborate section 12 and section 34 of the specific relief act

