

CBCS

UG-Law 2nd Semester Examinations, 2020

5 Years BALLBH/ BOMLLBH

Law of Contract

Course Code: BALLBHC207/BCOMLLBHC206

Full Marks: 80

Time: 3 Hours

*The figures in the right hand margin indicate full marks.
Candidates are required to give their answers in their own words as far as possible
Illustrate the answers wherever necessary*

1. Answer any Ten Questions (MCQ) [Choose the correct Option] 10x1=10

- I. What is called an agreement which is enforceable by law?
- Contract
 - Void Contract
 - Voidable Contract
 - Invalid Contract
- II. Which Section of Indian Contract Act, 1872 defines Contract?
- Section 2
 - Section 2(g)
 - Section 2(h)
 - None of the above
- III. Section 2(d) of the Indian Contract Act, 1872 defines:
- Proposal
 - Agreement
 - Consideration
 - Promise
- IV. According to Section 23 of the Indian Contract Act, the consideration or object of an agreement is said to be unlawful when:
- It is forbidden by law
 - It is fraudulent
 - Both (a) and (b)
 - Neither (a) nor (b)
- V. Agreement to do an impossible act is:
- Voidable at the option of the promisor



- b) Voidable at the option of the promisee
 - c) Void
 - d) Valid
- VI. The communication of proposal is said to be completed:
- a) When it comes to the knowledge of the person to whom it is made.
 - b) When the proposal, acceptance or revocation of the proposal is recorded in writing.
 - c) When the other party gives his assent or dissent to the proposal.
 - d) None of these
- VII. Which among the following is not an essential of a valid contract?
- a) Free consent of the parties
 - b) Parties competent to contract
 - c) Expressly declared to be void
 - d) Lawful consideration and lawful object
- VIII. A person is said to be incompetent to contract if he is a:
- a) Minor
 - b) Insane
 - c) Person disqualified by law
 - d) All of the above
- IX. Which Section of Indian Contract Act, 1872 deals with Agreement by way of Wager?
- a) Section 29
 - b) Section 30
 - c) Section 31
 - d) Section 32
- X. If A promises to paint a picture for B:
- a) Only promisor can perform the contract.
 - b) Representative of promisor can also perform the contract.
 - c) Both (a) and (b)
 - d) Neither (a) nor (b)
- XI. Agreement without consideration is valid if:
- a) Promise is made due to natural love and affection.
 - b) It is a compensation for past voluntary services.
 - c) It is a promise to pay a time barred debt.
 - d) All of the above.
- XII. An agreement entered into by minor is:
- a) Valid
 - b) Void

- c) Voidable
- d) None of the above



XIII. Mere silence is no fraud unless:

- a) There is duty to speak
- b) Silence being equivalent to speech
- c) Both (a) and (b)
- d) Neither (a) nor (b)

XIV. Which among the following agreements is/are void agreements?

- a) Agreement without consideration.
- b) Agreement by way of wager.
- c) Agreement in restraint of marriage.
- d) All of the above.

XV. Agreement in restraint of trade is void except in case of:

- a) Sale of Goodwill
- b) Solus agreement.
- c) Restraint by a contract of service.
- d) All of the above.

XVI. Which among the following is not a mode of revocation of offer?

- a) By serving the notice of revocation by the proposer.
- b) By lapse of time described in such proposal for its acceptance.
- c) By the failure of the acceptor to fulfill a condition precedent to acceptance.
- d) None of the above.

2. Answer any Ten Questions [Any ten]

10x2=20

- I. Define Contract
- II. Define Void Agreement
- III. What is voidable contract?
- IV. Is there difference between illegal and void agreement?
- V. What is the difference between an offer or invitation to offer?
- VI. What are the essentials of a valid contract?
- VII. What do you mean by Free Consent?
- VIII. What are the modes of revocation of offer?
- IX. What do you mean by express and implied offer?
- X. What are the requirements of a valid acceptance?
- XI. Mention the three categories of person who are disqualified to enter into a contract?

- XII. Mention the different modes by which contract can be discharged?
- XIII. What is Contingent Contract?
- XIV. What is the meaning of anticipatory breach of contract?
- XV. What is Doctrine of Privity of Contract?
- XVI. What is Doctrine of Frustration?

3. Answer any six of the following

6x5=30

- I. "Acceptance of proposal must be absolute and unqualified."- Explain with illustrations
- II. Write the Concept of Contract Law derived from the Judgment of Mohori Bibee and Dharmodas Case.
- III. Explain how does the Communication of Offer is completed?
- IV. 'No Consideration, no Contract'- Comment.
- V. Under what circumstances acceptance is called to be finished?
- VI. A enters in an agreement with B for Rs5,00,000/- for kidnapping of C. What type of agreement is this? Write your answer with reference to the different types of agreement.
- VII. Differentiate Express Contract with Implied Contract
- VIII. Is wagering Contract a valid Contract? Explain.
- IX. Can a contract be made without consideration? If so, when?
- X. What are advantages and disadvantages of e-Contract?

4. Answer any two of the following:--

10x2=20

- I. Write the historical development of Contract Law in India.
- II. What is e-Contract? Explain the various forms of e-contract.
- III. Explain the different forms of Contract.
- IV. Explain the provisions under Indian Contract Act for revocation of Contract.
- V. What principles have been incorporate in the Indian Contract Act for determining the amount of damages to be awarded in the event of breach of contract? Discuss in light of decided cases