(3 Hours)

[Total Maks : 100

N. B. : (1) All questions are compulsory.
(2) Figure to the right indicate full marks.

I. Answer in not more than **two** sentences :—
   (a)  What is free consent?                                                    20
   (b)  What is an acceptance of an offer?
   (c)  Who is competant to contract?
   (d)  Define undue influence?
   (e)  What do you mean by contingent contract?
   (f)  What is a wagering agreement?
   (g)  What is a government contract
   (h)  Mention any two types of contracts that may be specifically enforced.
   (i)  Under what conditions can a court order cancellation of an instruments?
   (j)  Who can obtain specific performance under Specific Relief Act?

2. Write short notes on (any four) :—
   (a)  Coercion                                                                 20
   (b)  Agreements against public policy
   (c)  Novation
   (d)  Declaratory decree
   (e)  Mandatory Injunction
   (f)  Rescission of contract

3. Answer the following giving reasons (any two) :—
   (a) Plaintiff and his wife hired a room at a hotel and paid a week's rent in      12
   advance. When they went to occupy the room there was a notice on one of
   the walls to the effect that "The proprietor will not themselves be
   respobsible for articles lost or stolen unless handed to the managers for
   safe custody." Subsequently the plaintiff claimed damages due to loss of
   their property owing to the negligence of the hotel staff
      (i)  Whether plaintiff will succeed in the above circumstances?
      (ii) Whether the plaintiff is bound by the notice of disclaimer on
      the wall?
   (b) The defendant offered to sell his farm to the plaintiff for 50,000/- Rs. The
   plaintiff replied that he would pay Rs. 45,000/- which was refused by the
   defendant. Plaintiff then agreed to pay Rs. 50,000/- Defendant, however,
   now refused to adher to his original offer
      (i)  What does plaintiff's reply to pay Rs. 45,000/- known as?
      (ii) Does plaintiff's subsequent agreement to pay Rs . 50,000/- amount
      to acceptance of defnedant's offer?

(c) 'A' owner of a flat in mumbai went abroad for a couple of years. He appointed his servant 'B' as a caretaker of his flat. When 'A' came back from abroad. 'B' refused to vacate the flat

    (i) Can 'A' forcibly throw 'B' out of flat?

    (ii) What is the remedy 'A' has to recover the possession of his flat from B under Specific Relief Act?

4. Answer the following (any four) :—                48

    (a) Explain in detail the doctrine of fustration with the help of case laws

    (b) Define void agreemetns & state and explain briefly the agreements which are expressely declared void under Indian contract Act.

    (c) Define and explain consideration. What are the exceptions to the rule no consideration no contract?

    (d) Define offer explain counter offer invitation to an offer with case laws

    (e) What is an injunction? Differentiate between temparary and perpectual injunctions?

    (f) Explain the provisions of the Specific Relief Act regarding recovery of possession of Immovable property. Cite case laws.

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वेळ : ३ तास                 [एकूण गुण : १००

सुचना : (१) सर्व प्रश्न आवश्यक आहेत.

       (२) उजवीकडील अंक पूर्ण गुण दर्शवितात

१. खालील प्रश्नांची उत्तरे द्या (दोन वाक्यांमध्ये) :—                २०

    (अ) मुक्त सहमती म्हणजे काय ?

    (ब) प्रस्तावाची सहमती म्हणजे काय ?

    (क) करार करण्यासाठी लायक कोण असतो ?

    (ड) अनुचित प्रभावाची व्याख्या द्या.

    (इ) घटनेवर अवलंबित करार म्हणजे काय ?

    (फ) पैजेचा करार म्हणजे काय ?

    (ग) सरकारी करार म्हणजे काय ?

    (ह) विशिष्टरित्या अंमलबजावणी होऊ शकते असे दोन करार सांगा.

    (य) कोणत्या अटींवर न्यायालय दस्तऐवज रद्द करण्याची आज्ञा देऊ शकते.

    (ज) विशिष्ट दिलासा कायद्यानुसार विशिष्ट पूर्तता कोण मिळवू शकतो ?

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४. खालील प्रश्नांची उत्तरे द्या (कोणतेही चार)  ४८

(अ) अशक्य कृत्य करण्याच्या (फ्रस्टेशन) कायद्याचे तत्त्व न्यायालयीन खटल्यांचे आधारे स्पष्ट करा.

(ब) अवैध करार म्हणजे काय? भारतीय करार कायद्यानुसार प्रत्यक्षरित्या अवैध ठरविलेले करार स्पष्ट करा.

(क) प्रतिफलाची व्याख्या देऊन ते स्पष्ट करा. 'प्रतिफलाशिवाय करार नाही' या नियमाचे अपवाद कोणते?

(ड) प्रस्तावाची व्याख्या द्या. 'प्रतिप्रस्ताव', 'प्रस्तावाचे आमंत्रण' न्यायालयीन खटल्यांच्या आधारे स्पष्ट करा.

(इ) कोर्टाचा मनाई हुकूम म्हणजे काय? तात्पुरता मनाई हुकूम व निरंतन मनाई हुकूम यातील फरक स्पष्ट करा.

(ई) विशिष्ट दिलासा अधिनियमानुसार व हस्तांतरणीय मालमत्ता मिळविण्याविषयक कायदेशीर तरतूदींची चर्चा करा. (खटल्यांच्या आधारे)

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Con. 1729-14.