

Please check whether you have got the right question paper.

- N.B:
1. All Questions are Compulsory.
  2. Cite the relevant case laws where required

**Q.1 Answer in two or three sentences (10)**

- 1) Who are persons competent to contract?
- 2) When can a gratuitous promise become enforceable?
- 3) Define contingent contracts?
- 4) Give two exceptions of Agreements in Restraint of Trade.
- 5) What do you mean by preventive relief?

**Q.2 Write Short Notes on (any 3) (15)**

- 1) Standard form contracts
- 2) Express and Implied contracts
- 3) Hadley vs. Baxendale
- 4) Novation
- 5) Perpetual Injunction

**Q.3 Answer the following giving reasons (any two) (20)**

1. A, a merchant of Agra makes a contract to dispatch 100 quintals of gur to B at Delhi at certain price and B pays Rs. 500 as earnest money. None of the parties knew that the govt. had, sometimes previously passed a law prohibiting transport of Gur from one state to another. A was unable by reason of this law to send the Gur. B claims damages for non-performance, as well as refund of the earnest money. Is he entitled to those remedies? Why? Explain in detail.
2. P enters into a contract with the municipality of the town L to construct a market. The contract is in writing, but does not bear the seal of the Municipality, in the absence of which the contract is not binding on the municipality according to the District Municipalities Act. P constructs the market and the said Municipality takes possession of it and enjoys its rent, but refuses to pay P as agreed for the construction. P sues to recover his dues.
  - a) Will P succeed in the said matter? Justify your answer under the legal provision of Indian Contract Act
  - b) Define Quasi contract and obligation of person enjoying benefit of a nongratiutous act with suitable illustrations and legal provisions under the Indian Contract Act?
3. Two employers had agreed that neither of them would employ any person who had been the other's employee within a period of 5 yrs.
  - a) Is such an agreement valid? Why
  - b) Explain some other void agreements.

**Q.4 Answer the following (any 3)**

**(30)**

- 1) Every Contract is an Agreement, but every Agreement is not a Contract...Explain
- 2) Discuss the modes of performance of Contract.?
- 3) Define Consideration and state the exceptions to the rule that "an agreement made without consideration is void."
- 4) Discuss law relating to enforcement of Contingent Contracts
- 5) Explain the law relating to Injunctions under the Specific Relief Act?

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