

LL.B./GEN.LL.B (SEM
THREE YEAR COURSE)
THIRD YEAR LL.B./BLS
FIVE YEAR COURSE) (SEM
EXAMINATION, FIRST
HALF, 2016

SEM - I &
SEM - V

Contract - I.

Saturday, April 16, 2016

11:00 a.m. to
02:00 p.m.

25919

QP Code : 25919

(3 Hours)

[Total Marks : 100

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

1. Answer the following (not more than two sentences) 20
 - a. What is 'Promise' as defined under the Indian Contract Act?
 - b. When can a Proposal be revoked?
 - c. When is Consent said to be free?
 - d. Can a minor person on attaining the age of majority ratify an agreement entered into during his minority?
 - e. What is a Contingent Contract?
 - f. Give two exceptions to an agreement in restraint of legal proceedings.
 - g. What is Coercion as defined under the Indian Contract Act?
 - h. What is temporary injunction?
 - i. Under what conditions can a court order cancellation of an instrument?
 - j. What is trust, as defined under Specific Relief Act?

2. Write short notes on (any four). 20
 - a) Time is the essence of contract
 - b) Consideration must be real but need not be adequate
 - c) Government Contracts
 - d) Anticipatory breach of contract
 - e) Declaratory Decree
 - f) Recovery of possession of immovable property

3. Answer the following giving reasons (any two) 12
 - a) Akash invited his friend Ravi for dinner to his house on Sunday. Ravi agreed. However, Ravi did not go for the dinner. Akash filed a case against Ravi for compensation of the cost of the unconsumed food.
 - i) What is 'Proposal' as defined under Indian Contract Act?
 - ii) State with reasons whether Akash would succeed.

[TURN OVER

DB-Con. 417-16.

- b) A, contracts with B to sell railway shares of a particular description. The shares are not easily available in the market. Subsequently A denies selling them to B.
- i) What is Specific Performance of Contract?
 - ii) Can B be granted a decree for specific performance of the above contract?
- c) A purchased a lorry from B. B told A that the lorry is in good condition, however, A found many defects in the lorry during the first journey. When A complained about it, B offered to bear half of the repairing expenses, to which A agreed. In the second journey the lorry completely broke down. A filed a suit against B to revoke the contract.
- i) What is the consequence when the consent to an agreement is caused by fraud?
 - ii) Will A succeed in the above case?

4. Answer the following (any four)

- a. "All the contracts are agreements but all the agreements are not contracts" Discuss.
- b. Discuss the Doctrine of Frustration of Contract the help of decided cases.
- c. Define Void Agreements? State and explain briefly the agreements, which are expressly declared void under the Indian Contract Act?
- d. "Certain relations resembling those created by contract". Discuss in the lights of provisions of Indian Contract Act.
- e. When can an instrument be rectified? Who can claim the remedy of rectification?
- f. Discuss contracts, which cannot be specifically enforced under Specific Relief Act.

48

[TURN OVER