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19 (3-I) LWCN 1-3

2015

LAW OF CONTRACT - I

Paper : 1-3

Full Marks : 80

Time : Three hours

***The figures in the margin indicate
full marks for the questions.***

Answer Q.Nos. 1 & 2 and any five from the rest.

1. Answer correctly : $1 \times 10 = 10$

(a) Acceptance has been defined under

(i) Section 2(a) of the Indian Contract Act

(ii) Section 2(c) of the Indian Contract Act

(iii) Section 2(d) of the Indian Contract Act

(iv) None of the above of the Indian Contract Act

Contd.

(b) Free consent is defined under

- (i) Section 10 of the Contract Act
- (ii) Section 11 of the Contract Act
- (iii) Section 13 of the Contract Act
- (iv) Section 14 of the Contract Act

(c) The consideration is unlawful if it is fraudulent according to

- (i) Section 23 of the Contract Act
- (ii) Section 25(2) of the Contract Act
- (iii) Section 26 of the Contract Act
- (iv) None of the above

(d) The rule regarding devolution of joint rights is contained under Section

- (i) 45 of the Contract Act
- (ii) 44 of the Contract Act
- (iii) 37 of the Contract Act
- (iv) All the above

(e) Govt. power to contract is found in the

- (i) Indian Contract Act 1872
- (ii) Constitution of India
- (iii) Indian Partnership Act 1932
- (iv) Indian Penal Code

(f) As regards Specific Performance of Contracts under the Specific Relief Act 1963, contracts can be divided into —

- (i) two categories
- (ii) three categories
- (iii) four categories
- (iv) five categories

(g) How many exceptions are there to doctrine of Privity of Contract ?

- (i) two
- (ii) three
- (iii) four
- (iv) five

(h) Section 19A of the Contract Act deals with consequences of agreement obtained by

- (i) coercion
- (ii) undue influence
- (iii) fraud
- (iv) misrepresentation

(i) Agreements in restraint of marriage is

- (i) void
- (ii) voidable
- (iii) illegal
- (iv) All the above

(j) As pointed out by Anson, the remedies for breach of contract may be classified into —

- (i) two heads
- (ii) three heads
- (iii) four heads
- (iv) five heads

2. Answer the following :

2×5=10

- (i) Tenders and Auctions
- (ii) Effect of Mistake
- (iii) Wagering agreement
- (iv) Refund and Restitution
- (v) Standard form contracts.

3. What is proposal ? What are its essential elements ? Write in detail making distinguish with offer.

4+8=12

Or

Define consideration. Evaluate the doctrine of consideration with reference to English law.

4+8=12

4. Who are incompetent to contract ? Discuss fully taking aid of English law also.

4+8=12

Or

Define free consent. What are the requirements of a free consent as found in Indian Contract Act. Write fully.

4+8=12

5. Write an exhaustive note on limitation on freedom of contract. 12

Or

Write note on opposed to public policy with decided cases on it. 12

6. What is quasi-contract? What are its basic elements? Discuss the provisions enumerated in the Indian Contract Act for the purpose. 3+3+6=12

Or

Discuss the various remedies provided for breach of contract. 12

7. Write the Constitutional provisions for contractual liability of Government. 12

Or

What do you mean by Injunction? Discuss different kinds of injunctions provided in the Specific Relief Act 1963. 12