

Total number of printed pages-4

19 (III) LWCN-I

2018

CONTRACT-I

Paper : 1.3

Full Marks : 80

Time : Three hours

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

1. Fill in the blanks : 1×10=10
- (i) A mere statement of intention _____ an offer. (is/is not)
- (ii) Where the promise is already under an existing public duty, an express promise to perform, or performance of that duty _____ amount to consideration. (will/will not)
- (iii) A person who is usually of unsound mind, but occasionally of sound mind _____ make a contract when he is of sound mind. (may/may not)

Contd.

- (iv) Coercion includes committing or threatening to commit, any act forbidden by _____. (Code of Criminal Procedure/Indian Penal Code)
- (v) Every agreement in restraint of marriage of a minor is _____. (void/valid)
- (vi) According to section _____ of the Act, every agreement by which anyone is restrained from exercising a lawful profession, trade or business of any kind, is to that extent void. (27/28)
- (vii) Section _____ of the Indian Contract Act, 1872 deals with compensation for loss or damage caused by breach of contract. (71/73)
- (viii) _____ damages are awarded in contracts. (Liquidated/Unliquidated)
- (ix) A minor on attaining majority _____ ratify an agreement entered into while he was a minor. (can/cannot)
- (x) Generally speaking, specific performance is directed only in cases where monetary compensation _____ an adequate remedy. (is/is not)

2. Write short notes on the following : 2×5=10

- (a) Consideration
- (b) Minor as a shareholder
- (c) Agreement opposed to public policy
- (d) *Quantum meruit*
- (e) Injunction

3. "No Consideration No Contract". Discuss this rule with its exceptions. 12

Or

What do you mean by acceptance ? Discuss the rules regarding acceptance in a contract. 4+8=12

4. Differentiate between the following : 6+6=12

- (a) Coercion and undue influence
- (b) mistake and misrepresentation

Or

"Minor's agreement is void". Discuss the statement in detail. 12

5. "Every agreement, of which the object or consideration is unlawful, is void". Explain stating the legal requirement of a valid contract. 12

Or

How is an agreement in restraint of legal proceedings void? Elucidate your answer with its exceptions. 8+4=12

6. What do you mean by breach of contract? What are the remedies available for an injured party in breach of contract? 4+8=12

Or

What do you mean by doctrine of frustration? Discuss various grounds of doctrine of frustration. 4+8=12

7. Write short notes on : 4x3=12
- (a) Standard form of contract
 - (b) Arbitration
 - (c) Specific performance

Or

What is government contract? Discuss the procedural requirements of a Government contract with relevant case laws. 2+10=12