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21 (3) CNTL1 3-4

2020

(Held in 2021)

CONTRACT LAW-I

Paper : 3-4

Full Marks : 56

Time : 2½ hours

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

GROUP-A

1. Choose the correct answer : 1×7=7

(i) When at The desire of the promisor, the promisee or any other person has done or abstain from doing or does or abstain from doing or promised to do or to abstain from doing something, such act or abstinence or promise under sec 2 (d) is called

(A) Acceptance

(B) Consideration for the promise

Contd.

- (ii) Agreement becomes a contract if
.....
(A) parties are competent
(B) it is enforceable
- (iii) A patient in a lunatic asylum is at
interval of sound mind
(A) may contract after he becomes
completely of sound mind
(B) may contract during those interval
when he is of sound mind
- (iv) Which one of the following section of
the Indian Contract Act, 1872 relate to
the rules no consent no agreement ?
(A) sec 13
(B) sec 21
(C) sec 20.
- (v) Which may render an agreement void ?
(A) Fraud causing consent.
(B) Coercion causing consent.
(C) Agreement in restraint of trade.
- (vi) When the common object of the
contract can no longer be carried out
the court may declare to be at an end ?
(A) Doctrine of frustration.
(B) Quantum Meruit.

(vii) According to Indian Majority Act, 1875 a minor is one who has not completed his or her years of age in which he is under the guardianship of court.

(A) 18

(B) 21

(C) 16

2. Write short notes on :

(A) Novation 2

(B) Exemplary damage 2

(C) Void agreement. 3

3. Answer **any two** of the following :

7×2=14

(A) "Acceptance is to an offer what a lighted match is to a train of gunpowder". Explain with reference to its condition and incident as deal within English and Indian law.

(B) How far is it true that an agreement without consideration is void ? Discuss.

- (C) What do you mean by discharge of contract? Discuss when a contract stands discharged.
- (D) State the requirement that an innocent party must prove in order to succeed with a claim for damage.
- (E) "Specific relief cannot be granted for the mere purpose of imposing a penal law". Discuss.

GROUP-B

1. Answer **any two** of the following :

14×2=28

- (A) Discuss the factor taken into consideration in determining whether the legislator implicitly intended the contract to be void for statutory illegality.
- (B) I had worked for my employer for 5 years, last week he asked me to sign a document entitled 'Covenant not to compete'. In this agreement I promised not to compete with him, regarding account I had serviced for a period of 2 years after I leaved. I had not received anything for signing this agreement. Where is the consideration? Is this agreement enforceable? Discuss.

- (C) B is A's daughter and has just come to the age of majority. A sells to B a horse which A knows to be of unsound mind. A says nothing to B about horse unsoundness, does A's silence amount to fraud? If so, why? If not, why not?
- (D) Discuss the contribution of the Supreme Court of India on quasi contract. Is the Indian Contract Act, 1872 exhaustive on this subject?
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