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19 (I) LWCT 1-3

2021

(Held in 2022)

## LAW OF CONTRACT

Paper : 1-3

Full Marks : 80

Time : Three hours

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

1. Choose the correct option :  $1 \times 10 = 10$
- (a) A mere statement of intention \_\_\_\_\_  
an offer. (is/is not)
- (b) A contract is defined under \_\_\_\_\_ of  
the Indian Contract Act, 1872.  
[sec. 2(d)/sec. 2(h)]
- (c) 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.

- (d) In the leading case of \_\_\_\_\_, minor's agreement was declared as void.  
(*Mohori Bibee v. Dharmodas Ghose/ Lakshmi Doss v. Roop Laul*)
- (e) Every agreement in restraint of marriage of a minor is \_\_\_\_\_.  
(*void/valid*)
- (f) According to section \_\_\_\_\_ of the Indian Contract Act, every agreement by which any one is restrained from exercising a lawful profession, trade or business of any kind, is to that extent void.  
(*27/28*)
- (g) \_\_\_\_\_ damages are awarded in contracts.  
(*Liquidated / Unliquidated*)
- (h) The term 'Quasi contract' has been written by \_\_\_\_\_.  
(*Anson/Pollock*)
- (i) Generally speaking, specific performance is directed only in cases where monetary compensation \_\_\_\_\_ an adequate remedy.  
(*is/is not*)
- (j) Standard form of contract is \_\_\_\_\_ in nature.  
(*unilateral/bilateral*)

2. Write short notes on : 2×5=10

(a) Offers

(b) Fraud

(c) Legality of object

(d) Novation

(e) Lok-adalat

3. Define consideration. Is there any exception to the general rule of 'no consideration no contract' ? Explain fully with illustrations.

4+8=12

**OR**

Define contract. Discuss the essential elements of a valid contract.

4+8=12

4. What is free consent ? Explain the factors that can vitiate free consent.

2+10=12

**OR**

What do you mean by 'capacity to contract'? Discuss the effects of minor's agreement.

4+8=12

5. What do you mean by 'public policy' ? How a contract which is opposed to public policy is void ? Discuss with relevant case laws.

3+9=12

**OR**

Elaborately discuss the grounds which make an agreement void under the Indian Contract Act. 12

6. Discuss the various modes of discharge of contract. 12

**OR**

What is a quasi-contract ? What are the different types of quasi-contracts under the Indian Contract Act ? Discuss. 3+9=12

7. Write notes on : *(any two)* 6+6=12

- (a) Standard form of contract
- (b) Government contract
- (c) Multinational agreement

**OR**

Explain the object, nature and scope of the Specific Relief Act, 1963. 12