

- (g) Novation
- (h) Discharge by breach of contract.

SECTION – B

2. Attempt any two parts of the following : $6 \times 2 = 12$
- (a) 'All contracts are agreement but all agreements are not contracts.' Comment.
 - (b) Minors are incapable to enter into a contract. Discuss.
 - (c) Define fraud and its essential elements. Differentiate between fraud and misrepresentation.
 - (d) Explain the grounds of impossibility of performance of contract.

SECTION – C

Note: Attempt all questions. Attempt two parts from each question. $8 \times 5 = 40$

3. (a) What is Contract? Is Indian Contract Act, 1872 an exhaustive law relating to contract.

- (b) What are the modes of communication of Acceptance? When can we say that acceptance is complete with respect to these modes.
- (c) Explain the difference between 'offer' and 'Invitation to treat'.
4. (a) A person who is not party to the contract cannot enforce the contract even if the contract has been made for his benefit. Discuss
- (b) Z is a lunatic. He is usually of unsound mind but occasionally of sound mind. he enters into a contract during his sanity. Can the contract be enforced? Explain Z' s capacity to contract.
- (c) Analyse the definition of consideration given in sec. 2cd) of the Indian Contract Act and explain the requirements for a valid consideration.
5. (a) Every agreement of which the object or consideration is unlawful is void. Explain with suitable example.

- (b) What are the essential ingredients of 'undue influence'? The onus of proof lies on whom in case of undue influence.
- (c) Write short notes on :
- (i) Wagering Agreement
 - (ii) Contingent contract
6. (a) Define the modes of discharge of contract.
- (b) Discuss the remedies available to the injured party in case of breach of contract.
- (c) What are quasi contracts? Discuss the difference between quasi-contract and contract.
