S.No.: 217

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Following Paper ID and Roll No. to be	filled in your Answer Book.
PAPER ID: 29107 Roll No.	vpogradosid (d) 1

Int. LL.B Examination 2019-2020

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LAW OF CONTRACT - I

Time: Three Hours] [Maximum Marks: 60

Note: Attempt all questions.

SECTION-A

- 1. Attempt all parts of the following: $1 \times 8 = 8$
- (a) Agreement abapang a k and (azil a (b) a
 - (b) Proposal
 - (c) Ratification of Minor's Agreement
- (d) Consideration could be in light and
 - (e) Elements of coercion
 - (f) Effects of mistake

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

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.Diffrentiate 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 occassionally 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 constract
- 6. (a) Define the modes of discharge of contract.
- (b) Discuss theremedies available to the injured party in case of breach of contract.
- (c) What are quari contracts? Discuss the difference between quiasi-contract and contract.

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