**ILLB 3101** 

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# **Integrated LLB Examination 2019-2020**

(Odd Semester)

### LAW OF CONTRACT-I

Time: 3 Hours [Maximum Marks: 60

**Note:** Attempt all questions.

#### SECTION-A

- 1. Attempt all parts of the following:  $8 \times 1=8$ 
  - (a) Is an agreement to agree in future a contract?
  - (b) Specific offer.
  - (c) Consideration must move at the desire of the provison.

[P. T. O.

- (d) Past consideration.
- (e) Meaning of undue influence.
- (f) Effect of coercion.
- (g) Specific performance.
- (h) Initial impossibility.

## SECTION-B

- 2. Attempt any two parts of the following :  $2 \times 6 = 12$
- (a) Offer and invitation to offer.
  - (b) Effects of minor's agreement.
- (c) State briefly the cases in which the object and consideration is unlawful.
  - (d) Special damages.

#### SECTION-C

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

- 3. (a) How can offer be accepted? State briefly the rules relating to the communication of acceptance. Can there be a tacit acceptance of an offer.
- to gun powder. It produces something which can not be recalled or undone.
  - (c) State briefly the essentials of valid contract.
- 4. (a) Explain the term 'consideration' and state the ...

  exceptions to the rule: No consideration is not
  contract."
  - (b) What do you know about capacity to contract'?

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- What is the effect of agreements made by person not qualified to contract?
- (c) What do you know about 'privity of contract'? What are the exceptions to this rule?
- 5. (a) What is misrepresentation? Distinguish it from fraud?
  - (b) Fundamental error will not prevent a contract from coming into existence unless the mistake is as to the identity of the other party as opposed to his attributes." Discuss.
  - (c) What do you know about wagering agreement?
    What are its effects?
- 6. (a) Does an impossibility which arises subsequent to the formation of contract excuse the promisor from performing the contract in all cases.

- (b) Discuss fully the law relating to novation of contracts.
  - (c) State briefly the principles on which damages are avoided on the breach of a contract.

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