

SECTION - B

2. Attempt any two parts of the following : $6 \times 2 = 12$
- (a) "An agreement enforceable by law is a contract."
Explain referring to the condition subject to which an agreement becomes a contract.
- (b) Can the following be regarded as offer :
- (i) Notice of auction sale
- (ii) An invitation to tender
- (c) Define offer and discuss its characteristics.
- (d) How an offer can be distinguished from an invitation to receive offer.

SECTION - C

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

3. (a) "An acceptance must be communicated."
Comment and state the exception if any.
- (b) Discuss the doctrine of impossibility of performance of a contract.
- (c) State the principles according to which damages for breach of contract are assessed.

4. (a) Distinguish between the following :
- (i) Executed consideration and executory consideration.
- (ii) Unilateral and bilateral mistake.
- (b) "A contract is a private relationship between the parties who take it and no other person can acquire rights or incur liabilities under it."
Explain.
- (c) The plaintiff an adult lady had extra-marital relations with the defendant. The defendant promised to transfer his own Delhi's property in consideration of past illicit relations and also promised to pay her 10,000 pm to continue such relation in future. Are there promises enforceable? Explain.
5. (a) Distinguish the following :
- (i) Fraud and mis-representation.
- (ii) Co-ercion and undue influence
- (b) Discuss the nature and enforceability of minor's contract. A minor purchases a watch on credit. Discuss his liability.