

Following Paper ID and Roll No. to be filled in your Answer Book.

PAPER ID:29107

Roll
No.

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Int. LL.B Examination 2016-2017

(First 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) General offer
- (b) Special Damages
- (c) Contingent contract
- (d) Quantlun meruit
- (e) Wager agreements
- (f) Fraud
- (g) Conpetent parties
- (h) Mistake of law

SECTION - B

2. Attempt any two parts of the following: $2 \times 6 = 12$
- An acceptance must be communicated. Discuss and state the exceptions if any.
 - Define proposal and discuss its essential ingredients.
 - Write short notes on the following
 - Minor's contract
 - Revocation of acceptance.
 - What do you understand by quasi-contract? Enumerate those recognized by Indian Contract, Act 1872.

SECTION - C

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

3. (a) In order to convert a proposal into a promise the acceptance must be "absolute" and "unqualified". Discuss in detail.

- A offers to sell his car for Rs. 2 lac or Rs. 3 lac to B. 'B' tendars 3 lacs but 'A' refuses. Is 'A' liable to sell?
 - Agreement with out conideration is void. Discuss with exceptions.
4. (a) Minor's contract is not voidable but void abi nitio. Discuss with the help of leading as well as recent case laws.
- Define the term 'capacity is contract'. Discuss the law relating to the competence of the parties by giving suitable examples.
 - In what cases the object and consideration of an agreement are said to be unlawful under the Contract Act, 1872. Explain with examples.
5. (a) What is fraud, Discuss with the help of decided cases and distinguish between fraud and representation.
- Stranger to contract can not sue .Explain . Is there any exception to this rule?
 - Agreement is restraint of trade is void.Explain with exceptions.

6. (a) Discuss the facts and principles of law:
Carlill vs. Carbolic Smoke Ball Co. (1893) 1 Q.B. 256.
- (b) What do you understand by the doctrine quantum merit? State the cases in which claim of quantum merit arise.
- (c) In the light of judgement given in case of Hardley vs. Bexendale and the provisions of the Indian Contract Act, 1872, discuss the rules by which the remoteness of damage is determined in case of Breach of Contract.

