

- (c) Agreement is restraint of trade are void. Discuss with exception.
6. (a) Discuss is fact and principles of law laid down in Carlee Vs. Carbolice Smoke Bace Co. (1893) Q.B. 256 case.
- (b) State the categories of agreements which have been declared by Contract Act, 1872 to the unlawful.
- (c) Discuss the principles on which damages ought to be awarded in case of breach of a contract. In what circumstances special damages are allowed for breache of contract? Discuss.

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

PAPER ID : 29107

Roll
No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Int. LL.B Examination 2016-2017

(First Semester)

(Special Carry Over paper)

LAW OF CONTRACT - I

Time : 3 Hours]

[Maximum Marks : 60

Note :- Attempt all questions.

SECTION - A

1. Attempt all parts of the following : $8 \times 1 = 8$
- Distinction between offer and invitation to offer.
 - Acceptance by post.
 - Void and voidable contract.
 - Reciprocal promises.
 - Doctrine of impossibility.
 - Liquidated Damages.
 - Privity of contract
 - Consideration

SECTION - B

2. Attempt any two parts of the following : $2 \times 6 = 12$

- (a) What do you mean by proposal? Explain the legal rules regarding a valid proposal.
- (b) 'An agreement enforceable by Law is contract.' In the light of the above statement explain the essential elements of a valid contract.
- (c) Write short notes on the following :
 - (i) Immoral- agreements
 - (ii) Misrepresentation.
- (d) 'An agreement without consideration is void.' Explain, also state the exceptions.

SECTION - C

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

- (a) What is general offer? How is a contract created through a general offer? Discuss and refer to leading cases.
- (b) 'A' announces reward of Rs. 5000/- to those who will cross the river Gomti B, C, and D started.

When they were half way across 'A' withdraws the offer B, C and D after crossing Gomti river claim the reward. Decide.

- (c) 'Acceptance' must be clear and absolute. Discuss in detail.
4. (a) Enumerate agreements against public policy. The defendant has illicit relation with a lady. He agrees to pay her for past as well as future cohabitation. Is he bound by the promise?
- (b) Discuss the law relating to undue influence as envisaged in section 16 of the Contract Act, 1872.
 - (c) Who is competent to contract? Discuss A minor purchases a television on credit later on he refuses to pay the price. Discuss his liability.
5. (a) Explain by giving illustrations, the various grounds of impossibility of performance of a contract.
- (b) What do you understand by the doctrine of privity of contract. Is it applicable in India also, if yes, so to what extent? Discuss.