

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

PAPER ID : **9106/**
9206/
9306

Roll
No.

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Int. LLB Examination 2014-2015

(First Semester)

LAW OF GENERAL CONTRACT - I

Time : 3 Hours]

[Maximum Marks : 100

SECTION - A

1. Fill in the blanks of the following questions :

- (a) A contract is an enforceable by law.
- (b) The Indian Contract Act in corporates many feature of
- (c) "A void agreement is void ab initio." Here ab-initio means
- (d) An agreement not enforceable by law is stated to be void under section of Indian Contract Act, 1876.
- (e) An offer made to the world at large means
- (f) Acceptance can be given only by the person to whom has been made.
- (g) A when accepted becomes a promise.

[P. T. O.

- (h) Unlawful consideration is defined under section
- (i) Undue influence is defined under section
- (j) Tender is an
- (k) Mohiri Bibi vs. Dharmodas Ghose case is related to
- (l) A agrees to pay B Rs. 1,000, if two straight lines should enclose a space. The agreement is
- (m) Consensus ad-idem means
- (n) A person incompetent to enter into a contract is liable for payment towards the articles of necessities.
- (o) Every wagering agreement is of a nature.
- (p) A contract involving personal skill must be performed by the himself / herself.
- (q) Replacement of an old contract by a new one is termed as
- (r) A contract of insurance is a contract.
- (s) The first right of appropriation for a payment is with
- (t) A subsequent change in law will make the contract void because of

SECTION - B

Note : Answer three questions out of five questions.

3×10=30

2. "An agreement enforceable by law is a contract." Discuss the essential elements of a valid contract in the light of above statement.
3. "An agreement without consideration is void." State its exceptions.

After the advocate had accepted the case and signed the vakalatnama the client says, "If you will do your utmost to win the case, I will give you Rs. 5,000 more besides your fee." Discuss the validity of the above agreement.

4. What agreements are unlawful? "A promises to obtain for 'B' an employment in government service to pay Rs. 50,000 to A. Is it a valid contract?"
5. Write short notes on any two of the following :
 - (i) Mistake
 - (ii) Coercion
 - (iii) Undue influence
6. What is the nature of minor's contract? To what extent is the minor liable? Discuss with the help of leading cases.

[P. T. O.]

SECTION - C

Note : All questions are compulsory. Each question has internal choices. $5 \times 10 = 50$

7. What is general offer? How is a contract created a general offer? The defendant offered a reward of Rs. 5,000 to any one who traces out his missing nephew. The plaintiff in view of the offer traces out and bring back the missing boy. Can he claim the reward? Discuss.

OR

Agreements in restraint of trade are void. Discuss.

8. State the principles according to which damages for breach of contract are assessed.

OR

"Agreements by way of wager are void." Discuss in detail.

9. Write short notes on any two of the following :

- (i) Contingent contract
- (ii) Assignment of contract
- (iii) Wagering contract

OR

State the categories of agreements which have been declared by the Contract Act, 1872 to be unlawful.

10. State the principles of law laid down in *Carlill vs. Carbolic Smoke Ball Co.* (1893) LQB 256.

OR

Enumerate agreements against public policy. The defendant has illicit relation with a lady. He agrees to pay her for past as well as future co-habitations. Is he bound by the said promise? Discuss.

11. Explain the term impossible as used under section 56 of Indian Contract Act, 1872 and with the help of decided cases discuss in brief the various grounds of frustration.

OR

What is difference between cancellation and rescission?