

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 2015 - 2016

(First Semester)

(Special Carry Over Paper)

LAW OF CONTRACT - I

Time : 3 Hours]

[Maximum Marks : 60

Note :- Attempt all the questions.

SECTION - A

1. Attempt all parts of the following : 1×8=8
- (a) General offer.
 - (b) Invitation to offer.
 - (c) Define the term capacity to contract.
 - (d) Privity of contract.
 - (e) Voidable contract.
 - (f) Misrepresentation
 - (g) Anticipatory breach of contract.
 - (h) Doctrine of impossibility.

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SECTION - B

2. Attempt any two parts of the following : $2 \times 6 = 12$
- (a) "An agreement enforceable by law is a contract."
Discuss the essential ingredients/essential requirements of a valid contract.
 - (b) What is the difference between stranger to consideration and stranger to a contract? Explain with the help of leading cases.
 - (c) 'Free consent' is necessary for formation of a valid contract. Discuss in detail.
 - (d) Discuss the doctrine of impossibility of performance of a contract with the help of recent decided case laws.

SECTION - C

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

3. (a) Discuss the rules for acceptance and proposal. The plaintiff was an applicant for the principal of a college. The manager passed a resolution appointing him, but decision was not communicated to him, one of members, however in his individual capacity informed him. The manager cancelled their resolution.

- (b) "An agreement without consideration is void."
Explain stating the exceptions.
- (c) State the meaning and essentials of a valid offer.
What is the distinction between offer and general offer?
4. (a) What is the nature of minor's contract? To what extent is the minor liable? Discuss with the help of leading cases.
- (b) Define consideration. When is consideration said to be unlawful? Explain.
- (c) "A contract is a private relationship between the parties who make it and no other person can acquire rights or incur liabilities under it. Explain.
5. (a) What do you mean by 'coercion'? Explain with the help of decided cases and distinguish between coercion and undue influence.
- (b) What agreements are unlawful? The plaintiff and adult lady has illicit relations with the defendant. The defendant promised to transfer his Bhopal's

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house in consideration of past cohabitation and also promised to pay her Rs. 5,000 per month to continue such relations in future. Are these promises enforceable?

- (c) "Every agreement of which the object on consideration is unlawful is void." Explain and state the cases in which the object and consideration is unlawful.
6. (a) State briefly the principles on which the damages are awarded for breach of contract.
- (b) Discuss the doctrine of impossibility of performance of a contract. Explain with the help of decided cases.
- (c) What are quasi-contracts? What types of quasi-contracts have been recognised by the Indian Contract Act?

