

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

PAPER ID : 29107

Roll
No.

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Int. LLB Examination 2015-2016

(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 : 8×1=8

- (a) Offer
- (b) Revocation of acceptance
- (c) Consideration
- (d) Privity of contract
- (e) Void contract
- (f) Under influence
- (g) Reciprocal promises
- (h) Ratification

[P. T. O.

SECTION – B

2. Attempt any two parts of the following : $2 \times 6 = 12$
- (a) Father promised to pay his son a sum of Rs. 2 Lac, if the son passed C. A. examination in the first attempt. The son passed the examination in the first attempt. But father refused to pay the amount as promised. Son files a suit for recovery of the said amount. State along with reasons whether son can recover the amount under the Indian Contract Act. In the light of above statement discuss the essentials of valid offer.
 - (b) What do you mean by proposal? Explain the legal rules regarding a valid proposal.
 - (c) "Free consent is necessary for formation of a contract." State the circumstances in which a consent is not regarded to be a 'free consent'.
 - (d) What are quasi contracts? Enumerate those recognized by Indian Contract Act.

SECTION – C

3. Attempt all questions. Attempt any two parts from each question. $5 \times 8 = 40$
- (a) Define 'acceptance'. Explain the essentials and legal rules for a valid acceptance giving suitable examples.

- (b) "In-order to convert a proposal into a promise, the acceptance must be absolute and unqualified". Discuss the above statement with illustrations.
- (c) How is a contract created through general offer? The defendant offered a reward of any one who traces out his missing nephew. The plaintiff, not aware of this offer, brings back the missing boy and files suit for the reward. Decide.
4. (a) "An agreement without consideration is void". Also examine the exceptions of this general rule.
- (b) Define the term 'capacity to contract'. State the law relating to the competence of the parties giving suitable examples.
- (c) "Minor's contract is not voidable but void ab-initio". Explain the statement with help of decided case laws.
5. (a) What do you mean by 'Fraud'? Explain with the help of decided cases and distinguish between Fraud and Misrepresentation.

[P. T. O.]

- (b) Agreement is restraint of trade are void. Is there any exception to this rule? Explain.
 - (c) "Every agreement of which the object on consideration is unlawful is void". Explain with the help of relevant case laws.
6. (a) Quasi contracts are not contracts in the strict sense of the term. There are only the obligations created by law. Explain with the help of decided case laws.
- (b) Discuss the facts and principles of law laid down in Hadley Vs. Baxendale (1854) 9 Exch. 341 case.
 - (c) Discuss the doctrine of impossibility of performance of contract. Illustrate your answer with the help of decided case laws.
