

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

PAPER ID : 9106	Roll								
	No.								

BBA / LLB Examination 2012-2013

(First Semester)

Law of General Contract - I

Time : 3 Hours]

[Maximum Marks : 100

SECTION - A

1. Fill in the blanks (Attempt all) :
 - (a) Every and every forming consideration for each other is an agreement.
 - (b) Proposal + acceptance =
 - (c) According to Anson, "An offer need not be made to an person but no contract can arise until it has been accepted by person".
 - (d) In general offer of the contract sufficient acceptance, without
 - (e) Indian Contract Act came into force on
 - (f) Offer has been defined under section
 - (g) Change of nature of obligation in a contract is known as

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- (h) Theory of quasi contractual obligation was propounded by
- (i) Active concealment of fact is associated with
- (j) agreements which are in nature of bets and gambling are called contingent contracts. (True / False)
- (k) U/s 74 court cannot award damages (more than / equal to) the amount stated in the contract.
- (l) A patient in the lunatic asylum, who is at intervals of sound mind may contract during
- (m) For the supply of necessaries to a minor, the minor is liable
- (n) In India, the doctrine of impossibility of performance rendering contract void is based on supervening impossibility of illegality as laid down in section of contract act.
- (o) An agreement by law is contract.
- (p) A contingent contract is (void / voidable / valid) contract when the event becomes impossible.
- (q) "Public policy is unruly horse" this has been said in the case of
- (r) Krell Vs. Henery is related to the theory of

- (s) The case of Moses Vs. Macferlan relates to
- (t) is the leading case related to section 73 of The Indian Contract Act.

SECTION - B

2. Attempt any **three** of the following :

- (a) "Every agreement is not contract but every contract is agreement". Discuss.
- (b) Discuss government contracts with respect to The Indian Contract Act, 1872 and the Indian Constitution.
- (c) Explain and differentiate between the following :
 - (i) Coercion
 - (ii) Undue influence
- (d) What are standard forms of Contracts? Discuss with leading cases.
- (e) What are minor contracts? Explain with reference to the case of Mohari Bibi Vs. Dharmodas Ghosh.

SECTION - C

Note :- Attempt any **one** from each question.

- 3. (a) Define contract and state the essential elements.
- (b) 'A' put up notice in the hostel notice board that he lost his "Keys" and would give ₹ 100/- to anyone that gives the keys. 'B' a friend of 'A' gave the keys. He came to know about the award latter and asked for ₹ 100/-. Should 'A' pay?

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4. (a) Distinguish between Proposal and Invitation to proposal.
(b) Discuss law relating to revocation of proposal.
5. (a) What do you understand by Wagering Contracts? Illustrate your answer with the decided cases.
(b) Discuss any **two** of the following :
 - (i) Anticipatory breach of contract.
 - (ii) Doctrine of frustration.
 - (iii) Quantum meruit.
6. (a) What do you understand by specific performance of contract? State the circumstances in which such remedies will be granted by the court.
(b) State the significance of Lok Adalats in the present scenario.
7. (a) What is General Offer? Discuss with the leading case.
(b) Discuss the case of M/s. Alopi Prashad and Sons Limited Vs. The Union of India, 1960 AIR 588.
