

Total number of printed pages-4

19 (I) LWCT 1-3

2021

(Held in 2022)

LAW OF CONTRACT

Paper : 1-3

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. Choose the correct option : $1 \times 10 = 10$
- (a) A mere statement of intention _____
an offer. (is/is not)
- (b) A contract is defined under _____ of
the Indian Contract Act, 1872.
[sec. 2(d)/sec. 2(h)]
- (c) A person who is usually of unsound
mind, but occasionally of sound mind
_____ make a contract when he is of
sound mind. (may/may not)

Contd.

- (d) In the leading case of _____, minor's agreement was declared as void.
(*Mohori Bibee v. Dharmodas Ghose/ Lakshmi Doss v. Roop Laul*)
- (e) Every agreement in restraint of marriage of a minor is _____.
(void/valid)
- (f) According to section _____ of the Indian Contract Act, every agreement by which any one is restrained from exercising a lawful profession, trade or business of any kind, is to that extent void.
(27/28)
- (g) _____ damages are awarded in contracts.
(Liquidated / Unliquidated)
- (h) The term 'Quasi contract' has been written by _____. (Anson/Pollock)
- (i) Generally speaking, specific performance is directed only in cases where monetary compensation _____ an adequate remedy. (is/is not)
- (j) Standard form of contract is _____ in nature. (unilateral/bilateral)

2. Write short notes on :

2×5=10

(a) Offers

- (b) Fraud
- (c) Legality of object
- (d) Novation
- (e) Lok-adalat

3. Define consideration. Is there any exception to the general rule of 'no consideration no contract' ? Explain fully with illustrations.

4+8=12

OR

Define contract. Discuss the essential elements of a valid contract.

4+8=12

4. What is free consent ? Explain the factors that can vitiate free consent.

2+10=12

OR

What do you mean by 'capacity to contract'? Discuss the effects of minor's agreement.

4+8=12

5. What do you mean by 'public policy' ? How a contract which is opposed to public policy is void ? Discuss with relevant case laws.

3+9=12

OR

Elaborately discuss the grounds which make an agreement void under the Indian Contract Act. 12

6. Discuss the various modes of discharge of contract. 12

OR

What is a quasi-contract ? What are the different types of quasi-contracts under the Indian Contract Act ? Discuss. 3+9=12

7. Write notes on : *(any two)* 6+6=12

- (a) Standard form of contract
- (b) Government contract
- (c) Multinational agreement

OR

Explain the object, nature and scope of the Specific Relief Act, 1963. 12

Total number of printed pages-4

19 (1) LWCT 1.3

2022

(Held in 2023)

LAW OF CONTRACT

Paper : 1.3

Full Marks : 80

Time : Three hours

***The figures in the margin indicate
full marks for the questions.***

1. Choose the correct option : 1×10=10
 - (i) A _____ offer of continuing nature is an offer given to any number of people until is retracted. *(special/general)*
 - (ii) A contract is defined under _____ of the Indian Contract Act, 1872.
[section 2(d)/section 2(h)]
 - (iii) _____ is a void contract.
(Unilateral contract/Contract which ceases to be enforceable by law)
 - (iv) A proposal when accepted becomes _____.
[promise u/s. 2(b)/agreement u/s. 2(e)]
of the Indian Contract Act.

Contd.

(v) A contract with or by a minor is a _____ contract. (void/voidable)

(vi) Misrepresentation is defined under section _____ of the Indian Contract Act. (18/16)

(vii) Section _____ of the Indian Contract Act, 1872 deals with compensation for loss or damage caused by breach of contract. (71/73)

(viii) Section _____ of the Indian Contract Act deals with rescission. (60/62)

(ix) Article _____ of the Indian Constitution provides for essentials of Govt. contract. (298/299)

(x) Standard form of contract is _____ in nature. (unilateral/bilateral)

2. Write short notes on : $2 \times 5 = 10$

(a) Agreement

(b) Mistake

(c) Wagering agreement

(d) Quasi contract

(e) Multinational agreement

3. "No consideration no contract." Discuss the rule with its exceptions. 12

Or

Define contract. Discuss the essential elements of a valid contract. $4+8=12$

4. What is free consent ? Explain the factors that can vitiate free consent. $2+10=12$

Or

Discuss the rules regarding capacity to contract under the Indian Contract Act.

12

5. Elaborately discuss the grounds which make an agreement void under the Indian Contract Act. 12

Or

Discuss various factors which make the consideration unlawful in a contract.

6. Discuss various modes of discharge of contract. 12

Or

Elaborately discuss different remedies under the Indian Contract Act for breach of contract.

7. What is government contract ? Discuss the constitutional provisions regarding govt. contract with relevant case laws.

2+10=12

Or

Write notes on : *(any two)*

6×2=12

- (a) Specific performance of contract
 - (b) Standard form of contract
 - (c) Arbitration as means to enforce contractual obligations
-

Total number of printed pages-4

19 (I) LWCN-I 1.3

2023

LAW OF CONTRACT-I

Paper : 1.3

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. Choose the correct options : 1×10=10
- (i) The person accepting the proposal is called _____.
(promisor/promisee)
 - (ii) A contract consists in _____ promise or promises.
(an actionable/a non-actionable)
 - (iii) _____ means actual violence or threat of violence to a person.
(duress/coercion)
 - (iv) Minor is incompetent to contract as per section _____ of the Contract Act.
(11/12)

Contd.

(v) Unlawful agreements are found under section _____ of the Contract Act.

(22/23)

(vi) There are _____ kinds of agreements declared void by the Contract Act.

(seven/eight)

(vii) 'Damage' means _____.

(injury/compensation)

(viii) Contingent contract is discussed under section _____ of the Contract Act.

(30/31)

(ix) The Specific Relief Act, 1963 came into force on _____.

(13th December, 1963/1st March, 1964)

(x) Contractual liability of Govt. is enshrined in Article _____ of the Constitution of India.

(299/300)

2. Write short answer : 2×5=10

(a) Privity of Consideration

(b) Mistake

(c) Agreement by way of wages

(d) Novation

(e) Injunction

3. "All contracts are agreement but all agreements are not contract." Explain and point out the difference between an agreement and a contract with suitable illustration.

6+6=12

Or

"A contract without consideration is void." Elaborate the statement. Are there any exceptions to this rule? Explain with the help of decided cases.

12

4. "Every person is not competent to enter into valid contract." Explain what is the effect of any agreement made by a person not qualified to contract.

12

Or

Who are incompetent to contract and why? Discuss the effect of minor's contract under the Indian Contract Act.

6+6=12

5. What are the factors which vitiated contract? Explain briefly.

12

Or

What is wagering agreement? Distinguish between wagering agreement and contingent contract. $4+8=12$

6. What is doctrine of frustration? Discuss various grounds of doctrine of frustration with suitable illustration. $4+8=12$

Or

Write short notes on : $6+6=12$

- (a) Modes of termination of contract
- (b) Quasi contract

7. What do you mean by temporary injunction? When it can be granted in a suit and what are the pre-conditions required to fulfill to obtain the relief? $4+4+4=12$

Or

Write an essay on the main objects of the Specific Relief Act, 1963. 12

Total number of printed pages-3

19 (SEM-1) LWCN (N) 1.3

2024

LAW OF CONTRACT

(New Course)

Paper : 1.3

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. Answer the following : 2×10=20

- (a) Consideration.
- (b) Privity of contract.
- (c) Capacity to contract.
- (d) Misrepresentation.
- (e) Void agreement.
- (f) Quantum meruit.
- (g) Novation.
- (h) Damages.

Contd.

(i) Multinational agreement.

(j) Injunction.

2. Who is a promisee ? Discuss the importance of offer in formation of a contract.

4+8=12

Or

"All contracts are agreements but all agreements are not contract." Discuss. 12

3. What is free consent ? Explain the factors that can vitiate free consent. 2+10=12

Or

What do you mean by 'capacity to contract' ? Discuss the effect of minor's agreement.

4+8=12

4. What are the different kinds of agreements declared void under the Indian Contract Act, 1872 ? 12

Or

Write a exhaustive notes on : 6+6=12

(a) Lawful and unlawful consideration.

(b) Exception of wagering agreement.

5. Discuss the remedies provided under Indian Contract Act for breach of contract. 12

Or

What is consideration ? Define it under Indian Contract Act, 1872. Discuss its exception, if any that an agreement without consideration is valid.

6. Write short notes on : 4×3=12

(a) Arbitration

(b) Standard form of contract

(c) Specific performance

Or

What do you mean by discharge of contract ? What are the various modes of discharge of a contract ? 6+6=12

Total number of printed pages-4

19 (SEM 1) LWCN (O) 1:3

2024

LAW OF CONTRACT-I

(Old Course)

Paper : 1:3

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. Choose the correct answer : $1 \times 10 = 10$

(i) Section _____ mentions various modes of revocation of offer. (6/16)

(ii) Under _____, only the parties to the contract can sue. (contingent contract/ privity of contract)

(iii) In the leading case of _____, minor's agreement was declared as void. (Mohori Bibee vs. Dharmodas Ghose/ Lalman Shukla vs. Gauri Dutt)

(iv) 'Undue influence' is defined under section _____ (16/17) of the Indian Contract Act.

Contd.

(v) An agreement in restraint of marriage is _____. (void/voidable)

(vi) _____ means substitution of an existing contract with a new one. (Novation/Reimbursement)

(vii) Legality of object is an essential element of valid contract. (True/False)

(viii) A and B enter into an agreement to discover treasure by magic. The agreement is _____. (void/voidable)

(ix) The Specific Relief Act, 1963 came into force on _____. (13th December, 1963/1st March, 1964)

(x) Contractual liability of government is provided in Article _____ of the Constitution of India. (299/300)

2. Answer briefly : 2×5=10

(i) What is general offer and specific offer?

(ii) Privity of contract.

(iii) Novation.

(iv) Agreement by way of wages.

(v) Quantum meruit.

3. "All contracts are agreement, but all agreements are not contract." Explain. 12

Or

4. "No consideration, no contract." Discuss this rule with its exceptions. 12

5. "Every person is not competent to enter into valid contract." Explain what is the effect of any agreement made by a person not qualified to contract. 12

Or

6. "Minor's agreement is void ab initio." Explain with relevant case law. 12

7. What are the different kinds of agreements declared void under the Indian Contract Act? Explain. 12

Or

8. What do you mean by public policy? Discuss the agreements that have been held to be opposed to public policy. 2+10=12

9. Discuss the various modes of discharge of contract. 12

Or

10. What do you mean by quasi-contact? Discuss the various quasi-contractual obligations under the Indian Contract Act, 1872. 3+9=12

11. Explain the object, nature and scope of Specific Relief Act, 1963. 12

Or

12. What is government contract? Discuss the procedural requirement of a government contract under Indian Constitution. 12

Total number of printed pages-8

19 (SEM-I) LLB 1-3

2025

LAW OF CONTRACT

Paper : 1-3

(New Course/New Pattern)

Full Marks : 80

Pass Marks : 36

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. Answer in brief : 2×10=20

(a) Differentiate between 'Mistake of Fact' and 'Mistake of Law'.

(b) What is 'Wagering Agreement' ?

(c) What are the various types of consideration ?

(d) Differentiate between void and voidable contracts with suitable examples.

- (e) What are the remedies for breach of contract ?
- (f) What are multinational agreements ?
- (g) Define 'Proposal' under the Indian Contract Act, 1872.
- (h) Can mere silence mean non-acceptance of offer ? Comment.
- (i) What is Quantum Meruit ?
- (j) With suitable examples, explain how 'opposed to public policy' makes an agreement illegal.

2. "Acceptance to an offer is like a lighted matchstick to a train of gunpowder." Explain in details with case laws. 12

OR

"Without satisfying the conditions given in section 10 of the Indian Contract Act, no agreement takes the shape of a contract." Explain the statement with relevant case laws.

3. Mr. X has made an agreement to buy a house from Mr. Y, who is a minor. Later on, Mr. Y did not deliver the possession of the house due to which Mr. X approached the court of law. Will Mr. X succeed in this case ? Justify your answer with suitable provisions and case laws. 12

OR

Explain the concept of free consent under the Indian Contract Act, 1872. Compare and contrast :

(a) Coercion and Duress

(b) Fraud and Misrepresentation

6+3+3=12

4. Explain the various void agreements mentioned under the Indian Contract Act, 1872 with case laws and examples. 12

OR

Write an exhaustive note on 'Legality of Object and Consideration'.

5. What do you mean by "discharge of contract"? Explain its various modes in detail. 2+10=12

OR

What are Quasi-Contracts? Explain in detail. 12

6. What do you mean by government contract? Discuss the provisions relating to government contracts under the Constitution of India and the Indian Contract Act, 1872. 2+10=12

OR

Write short notes on : (any two) 6+6=12

- (a) Standard Form of Contract
- (b) Modes of revocation of offer
- (c) Specific Performance of Contract

Paper : 1-3

(Old Course/Old Pattern)

1. Choose the correct option: 1×10=10
- (a) 'A' makes a proposal to sell his watch to 'B' for Rs. 2000 and when 'B' accepts the proposal, it becomes a _____.
(Promise/Offer)
 - (b) There is no difference between void and illegal contracts.
(True/False)
 - (c) A person getting on to a bus to go to a specific destination can be considered to have made an _____ offer.
(Implied/Express)
 - (d) The provision relating to Mistake is dealt under section _____ of the Indian Contract Act of 1872.
(18, 19, 20/20, 21, 22)
 - (e) Derry V. Peek is a leading case of _____.
(Fraud/Misrepresentation)
 - (f) Agreement in Restraint of Legal Proceeding is a voidable agreement.
(True/False)

(g) 'Solus Agreement' is _____ of an agreement in restraint of trade.

(a part/an exception)

(h) The onus of proving unsoundness of mind of a person _____ rests upon him who alleges such a state of mind.

(rarely/always)

(i) Specific Relief Act was passed in the year _____. (1963/1964)

(j) In contract, a breach of the aggrieved party is entitled to _____ damages only.

(liquidated/unliquidated)

2. Write the answers in brief : 2×5=10

(a) Explain the 'doctrine of frustration'.

(b) What do you mean by 'novation'?

(c) Define Privity of Contract.

(d) Can estoppel be applied in case of minor's agreement? Justify.

(e) "Mere silence means acceptance of an offer." Do you agree?

3. What is a contract? How does it differ from an agreement? Explain the essentials of a contract.

2+2+8=12

OR

A contract cannot be formed without any consideration. Is it always true? Explain the concept of consideration along with its exceptions.

2+10=12

4. With relevant provisions and case laws, explain the concept of minor's agreement.

12

OR

Compare and write an exhaustive note on factors that vitiate free consents.

5. What is a wagering agreement? Explain its essentials and exceptions.

2+5+5=12

OR

Explain the various situations where the object or consideration is considered unlawful as per Section 23 of the Indian Contract Act, 1872.

12

6. Write a detailed note on 'Quasi-Contracts' with case laws. 12

OR

What are the various ways in which contracts can be discharged ? Explain.

7. Explain the nature, scope and object of the Specific Relief Act of 1963. 12

OR

What are standard form contracts ? Discuss the provisions relating to government contracts under the Indian Constitution and the Contract Act, 1872. 2+10=12