

AS-3014
B.A. LL.B. (First Semester) Examination, 2013
Law of Contract-I
(General Principles of Contract Ss. 1—75 and Specific Relief Act)
Maximum Marks: 80 Marks

Note: Attempt questions of all three sections as directed. Distribution of marks is given with sections.

Section-‘A’

15×2=30

(Objective Type Questions)

Note: Attempt all questions. Each question carries 2 marks

1. Choose the correct answer:
 - i. (b) An Agreement
 - ii. (b) M.C. Chacko v. State Bank of Travancore
 - iii. (c) 6
 - iv. (d) No liability in pure torts
 - v. (b) Section 16
 - vi. (b) Section 39
 - vii. (c) Section 43
 - viii. (a) Is bound to restore
 - ix. (a) B has to pay for it
 - x. (b) Article 298
 - xi. (b) Which contracts cannot be specifically enforced
 - xii. (b) Section 38 of specific relief Act
 - xiii. (a) Section 37 of specific relief Act
 - xiv. (c) Mandatory injunction has been given
 - xv. (b) Section 26 of Indian Contract Act 1872

Section-B

5×4=20

(Short Answer Type Questions)

Note: Attempt any five questions. Each question carries 4 marks.

2. Followings things are to be discussed-

According to section 2 (h) of Indian Contract Act 1872, an agreement enforceable by law is contract. The conditions for the enforcement of agreement have been stipulated under section 10 of Indian Contract Act 1872. On the other hand, section 2 (e) of Indian Contract Act 1872 says that an agreement is a promise or set of promises forming consideration for each other. Necessity of consideration for a valid agreement has also been stated under the section 25 of Indian Contract Act 1872, which says that an agreement without consideration is void. Therefore, for a contract there is need of an enforceable agreement, which again requires consideration.

But there are few provisions of Indian Contract Act 1872 which are making an agreement inter alia contract valid without consideration; these provisions are forming exceptions to the general rule of consideration. They are as followings-

- i. Natural love and Affection-Under section 25 (1) of Indian Contract Act 1872
- ii. Past consideration- Under section 25 (2) of Indian Contract Act 1872
- iii. Time barred debt- Under section 25 (3) of Indian Contract Act 1872
- iv. Gift- Under explanation (1) to section 25 (1) of Indian Contract Act 1872
- v. Bailment –Under Section 146 of Indian Contract Act 1872
- vi. Agency- Under 185 of Indian Contract Act 1872

Note- give at least one case law under 1, 2 and 3 head. Give conclusion too.

3. Followings things are to be discussed-

- i. Definition of agreement
- ii. Essentials of agreement
- iii. Flow chart

4. Followings things are to be discussed-

- i. Definition of consent
- ii. Effects of mistake of fact terminating consent
- iii. Case laws
- iv. Conclusion

5. Followings things are to be discussed-

- i. Meaning of doctrine of severability
- ii. Application of doctrine of severability- when and how
- iii. Sections pertaining to it
- iv. Conclusion

6. Followings things are to be discussed-

- i. Meaning of injunction
- ii. Meaning of temporary injunction

- iii. Conditions for grant of temporary injunctions, mention section
 - iv. Conclusion
7. Followings things are to be discussed-
- i. Definition of contract
 - ii. Mention the contracts which can be specifically performed, cite section
 - iii. Conclusion
8. Followings things are to be discussed-
- i. Definition of contract
 - ii. Authority to do contract on behalf of government, cite section
 - iii. Responsibility in government contract, cite section
 - iv. Conclusion

Section –C

2×15=30

(Long Answer Type Questions)

***Note:** Attempt any two questions. Each question carries 15 marks*

2. Followings things are to be discussed-
- i. Definition of contract
 - ii. Capacity to contract as one of the essentials of valid contract
 - iii. Minor as a contracting party
 - iv. Issues pertaining to the minor's agreement- as raise in the cases
 - v. Judicial solution on these issues i.e. solution of these issues through case laws-write all related effects.
 - vi. Conclusion
3. Followings things are to be discussed-
- i. Meaning of vitiating elements
 - ii. Effects of vitiating elements on the free consent of the parties
 - iii. Details of the vitiating elements- give corresponding sections and cases
 - iv. Effects of the vitiating elements- give corresponding sections and cases
 - v. Conclusion
4. Followings things are to be discussed-
- i. Meaning of doctrine of frustration
 - ii. Application of doctrine of frustration- give section and cases
 - iii. Scope of doctrine of frustration- give cases
 - iv. Principles of doctrine of frustration- give cases
 - v. Rules of doctrine of frustration- give cases
 - vi. Conclusion.

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