

AS-3033

B.Com. 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. (c) Accepted proposal
- ii. (b) Section 3
- iii. (a) Bhagwandas Goverdhandas Kedia V. Girdharilal Parsottamdas & Co.,
AIR 1966 SC 543
- iv. (b) It is a void agreement
- v. (a) Section 10
- vi. (b) Meeting of mind on the same thing in the same sense.
- vii. (c) Section 17
- viii. (b) Section 30
- ix. (a) The Promisor
- x. (d) Section 56
- xi. (a) Novation of Contract
- xii. (d) Sections 68 to 72
- xiii. (a) Section 73
- xiv. (a) The exercise of executive powers.
- xv. (a) When there exists no standard for ascertaining the actual damage caused
by the non-performance of the act agreed to be done.

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-
 - i. Meaning of consideration
 - ii. Person entitled to give consideration
 - iii. Significance of consideration
 - iv. General rule of consideration- without consideration there is no agreement (as per section 25 of Indian Contract Act 1872)
 - v. Exceptions to this general rule of consideration- as given under section 25 of Indian Contract Act 1872, these are as followings-
 - a) Natural love and Affection-Under section 25 (1) of Indian Contract Act 1872
 - b) Past consideration- Under section 25 (2) of Indian Contract Act 1872
 - c) Time barred debt- Under section 25 (3) of Indian Contract Act 1872
 - d) Gift- Under explanation (1) to section 25 (1) of Indian Contract Act 1872
 - e) Bailment –Under Section 146 of Indian Contract Act 1872
 - f) Agency- Under 185 of Indian Contract Act 1872
 - vi. Conclusion
3. Followings things are to be discussed-
 - i. Meaning of privity of contract
 - ii. Genesis of privity of contract
 - iii. Expansion of privity of contract
 - iv. Exceptions of privity of contract
 - v. Position of privity of contract in India
 - vi. conclusion
4. Followings things are to be discussed-
 - i. Definition of declaratory decree
 - ii. Essentials of declaratory decree
 - iii. Conditions under which a declaratory decree can be granted
 - iv. Conclusion
5. Followings things are to be discussed-
 - i. Introduction of specific performance of contract

- ii. Discretion of court to Decree specific performance of contract- under section 20 of Specific Relief Act 1963
 - iii. Conditions when court may not grant decree for specific performance of contract- under section 20 of Specific Relief Act 1963
 - iv. Power of court to award compensation at the claim of plaintiff.- under section 21 of Specific Relief Act 1963
 - v. Conclusion.
6. Followings things are to be discussed-
- i. Definition of Novation, rescission and alteration.
 - ii. Effects of Novation, rescission and alteration- give sections
 - iii. Cases related to Novation, rescission and alteration
 - iv. Conclusion
7. Followings things are to be discussed-
- i. Meaning of fraud and misrepresentation- give sections and case
 - ii. Write differences between them with appropriate headings
 - iii. Conclusion
8. Followings things are to be discussed-
- i. Meaning of quasi contract
 - ii. Legal basis of quasi contract- give case law
 - iii. Write Sections of Indian contract Act 1872 pertaining to the quasi contracts
 - iv. Conclusion

Section –C

2×15=30

(Long Answer Type Questions)

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

9. Followings things are to be discussed-
- i. Meaning of vitiating elements
 - ii. Meaning of vitiating contracts
 - iii. Free consent as one of the essential elements of valid contract
 - iv. Effects of vitiating elements on the consent of parties
 - v. Details of vitiating elements under section 15, 16, 17 and 18 of Indian Contract Act 1872 with definitions, examples and cases
 - vi. Effects of vitiating elements- section 19 and 19A of Indian Contract Act 1872
 - vii. Conclusion
10. Followings things are to be discussed-
- i. Meaning of quasi contract

- ii. Rationale of quasi contract
 - iii. Application of quasi contract in India
 - iv. Details of the circumstances under which law presumes relations resembling those created by contracts
 - v. Write all five circumstances mentioning sections and cases
 - vi. Compensation for the breach of such contracts
 - vii. Specific performance of such contracts.
 - viii. Conclusion.
11. Following things are to be discussed-
- i. Brief of modes of discharge of contract
 - ii. Meaning of compensation and damages
 - iii. Difference between compensation and damages
 - iv. Time of claim for compensation and damages
 - v. Calculation of compensation and damages
 - vi. compensation and damages are to damnify not to punish
 - vii. Conclusion.

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