

Total No. of Questions: 6

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Enrollment No.....



Faculty of Law
End Sem Examination Dec 2024
LW3CO01 Law of Contract-I

Programme: B.A. LL.B. (Hons.)/ Branch/Specialisation: Law
B.B.A. LL.B. (Hons.)

Duration: 3 Hrs.

Maximum Marks: 60

Note: All questions are compulsory. Internal choices, if any, are indicated. Answers of Q.1 (MCQs) should be written in full instead of only a, b, c or d. Assume suitable data if necessary. Notations and symbols have their usual meaning.

		Marks	BL	PO	CO	PSO
Q.1	i. The taking back of an offer by the offeror is-	1	1	1	1	
	(a) Revocation (b) Rejection					
	(c) Cancellation (d) Consideration					
	ii. A contract that amounts to nothing and has no legal effect is-	1	1	1	1	
	(a) Bilateral (b) Voidable					
	(c) Void (d) Unilateral					
	iii. Consideration is defined under which section of Indian Contract Act, 1872?	1	1	1	1	
	(a) Section 2 (a) (b) Section 2 (b)					
	(c) Section 2 (c) (d) Section 2 (d)					
	iv. An agreement was entered into with a minor. This is agreement is-	1	1	5	1	
	(a) Void (b) Voidable					
	(c) Bad (d) Enforceable					
	v. Which of the following section of the Indian Contract Act,1872 define consent?	1	1	1	1	
	(a) Section 12 (b) Section 13					
	(c) Section 14 (d) Section 15					
	vi. Misrepresentation defined under section –	1	1	5	1	
	(a) Section 15 of ICA, 1872					
	(b) Section 16 of ICA, 1872					
	(c) Section 17 of ICA, 1872					
	(d) Section 18 of ICA, 1872					

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vii.	A wagering contract is-	1	1	5	5
	(a) Void				
	(b) Valid				
	(c) Voidable at the option of any party				
	(d) Voidable				
viii.	Which section provides that agreement in restraint of marriage is void?	1	1	5	5
	(a) Section 26 of ICA, 1872				
	(b) Section 27 of ICA, 1872				
	(c) Section 28 of ICA, 1872				
	(d) Section 29 of ICA, 1872				
ix.	In which circumstances the original contract need not be performed-	1	1	5	5
	(a) If the parties to a contract agree to alter it.				
	(b) If the parties to a contract agree to substitute a new contract.				
	(c) If the parties to a contract agree to rescind it.				
	(d) All of these.				
x.	Agreement to do impossible act is provided under -	1	1	1	1
	(a) Section 53 ICA, 1872				
	(b) Section 54 ICA, 1872				
	(c) Section 55 ICA, 1872				
	(d) Section 56 ICA, 1872				
Q.2	i. Define the following accordingly to the ICA,1872.	2	1	1	1
	(a) Agreement (b) Proposal				
	ii. Define contract. Explain the essentials of a valid contract.	3	2	1	2
	iii. Define the acceptance and explain the essentials of an acceptance. When will acceptance be deemed to be complete?	5	4	1	4
OR	iv. Explain the revocation of an offer and modes of revocation.	5	2	1	3
Q.3	i. Define the concept of consideration and requirements for consideration.	2	2	1	2

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	ii.	Write a short note on the followings -	8	2	1	2
		(a) Present and past consideration				
		(b) Unlawful consideration				
		(c) Exceptions to consideration				
		(d) Capacity to contract				
OR	iii.	Explain the rule of privity of contract and exception to the rule of privity of contract.	8	3	1	3
Q.4	i.	Define undue influence citing the relevant illustration and case laws.	3	2	5	4
	ii.	Explain the following-	7	2	5	5
		(a) Undue influence				
		(b) Misrepresentation				
		(c) Active concealment				
		(d) Fraud				
OR	iii.	Define the term Coercion. How coercion effects the contract? Discuss with the help of decided case laws and example.	7	3	5	5
Q.5	i.	What are contingent contract? How they are different from wagering contract?	4	4	5	3
	ii.	An agreement in restraint of trade is void. State with its exception if any.	6	3	5	3
OR	iii.	Discuss at length the provisions under section 23 of the ICA, 1872. What is the consequence of unlawful object or consideration on a contract?	6	3	1	5
Q.6		Attempt any two:				
	i.	What is breach of contract? Distinguish it in actual breach and anticipatory breach.	5	4	1	5
	ii.	Explain the remedies available of the breach of contract.	5	3	1	3
	iii.	Define Quasi- contract with the help of illustration and case laws	5	3	1	4

Marking Scheme**LW3CO01 Law of Contract-I**

Q.1	i)	The taking back of an offer by the offeror is	1
		a. revocation	
	ii)	A contract that amounts to nothing and has no legal effect is	1
		c. void	
	iii)	Consideration defined under which section of Contract Act?	1
		d. Section 2 (d)	
	iv)	An agreement was entered into with the minor. This is agreement is	1
		a. void	
	v)	Which of the following section define Consent?	1
		b. Section 13	
	vi)	Misrepresentation defined under section –	1
		d. Section 18	
	vii)	A wagering contract is	1
		a. Void	
	viii)	Which section provides Agreement in restraint of Marriage	1
		a. Section 26 ICA	
	ix)	In which circumstances the original contract need not be performed:	1
		d. All of the above.	
	x)	Agreement to do impossible act provided under section	1
		d. Section 56 ICA	
Q.2	i.	Write shorts notes on the following	2
		A. Define Agreement	-1 Mark
		B. Define Proposal	-1 Mark
	ii.	Define the Contract. Explain the essentials of a valid contract.	3
		Definition of Contract.	-1 Mark
		Essentials of a valid contract	-2 Marks
	iii.	Define the acceptance and explain the essentials of an acceptance.	5
		When acceptance will be deemed to accepted.	
		Definition of acceptance	-1 Mark
		Essentials of acceptance	-2 Marks
OR		Acceptance deemed to be accepted	-2 Marks
	iv.	Explain the revocation of an offer and modes of revocation.	5
		Revocation definition	-2 Marks
		Modes of Revocation	-3 Marks

Q.3	i.	Define the concept of Consideration and requirements for consideration	2
		Consideration definition	-1 Mark
		Requirements for consideration	-1 Mark
	ii.	Write a short note on the followings	8
		(a) Present and Past Consideration	-2 Marks
		(b) Unlawful Consideration	-2 Marks
		(c) Exceptions to Consideration	-2 Marks
		(d) Unsound mind to Contract	-2 Marks
	OR	iii.	
		Explain the rule of Privity of Contract and exception to the rule of Privity of Contract.	
Q.4		Concept definition of Privity of Contract	-4 Marks
		Exception to the Privity to Contract	-4 Marks
	i.	Define undue influence citing the relevant illustration and case laws.	3
		Definition of Undue influence	-1 Mark
		Illustration of Undue influence	-1 Mark
		Case laws	-1 Mark
	ii.	Explain the following	7
		(a) Undue influence	-2 Marks
		(b) Misrepresentation	-2 Marks
		(c) Active concealment	-1 Mark
OR		(d) Fraud	-2 Marks
	iii.	Define the term Coercion. How coercion effects the contract.	7
		Discuss with the help of decided case laws and example.	
		Definition coercion	-2 Marks
		Case Laws	-3 Marks
		Example	-2 Marks
Q.5	i.	What are contingent contract. How they are different from wagering contract.	4
		(a) Definition of Contingent contract	-2 Marks
		(b) Definition of wagering contract	-2 Marks
	ii.	An agreement in restraint of trade is void. State with its exception if any.	6
		(a) Agreement in restraint of trade	-3 Marks
		(b) exception to the trade	-3 Marks
	OR	iii.	
		Explanation of S.23	-4 Marks
		Effect of Unlawful consideration	-1 Mark

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Effect of Unlawful object

-1 Mark

Q.6

- i. What is breach of contract. Distinguish it in actual breach and anticipatory breach. **5**
Define the breach of contract -2 Marks
Difference between actual and anticipatory breach -3 Marks
- ii. Damages -2 Marks **5**
Injunction -1 Mark
Specific performance -1 Mark
Recession etc -1 Mark
- iii. Define Quasi- contract with the help of illustration and case laws. **5**
Definition of Quasi- Contract -2 Marks
Illustration of Quasi- Contract -1 Mark
Case Laws -2 Marks
