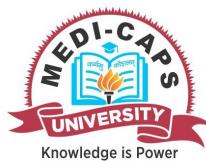


Total No. of Questions: 6

Total No. of Printed Pages:3

Enrollment No.....



Faculty of Law
End Sem Examination Dec 2024

LW3CO01 Law of Contract-I

B.A. LL.B. (Hons.)/ Branch/Speci

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					

Marking Scheme

LW3CO01 Law of Contract-I

Q.1			Q.3		
i) The taking back of an offer by the offeror is a. revocation			1	i.	
ii) A contract that amounts to nothing and has no legal effect is c. void	1	ii.	Define the concept of Consideration and requirements for consideration Consideration definition -1 Mark Requirements for consideration -1 Mark	2	8
iii) Consideration defined under which section of Contract Act? d. Section 2 (d)	1	(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			
iv) An agreement was entered into with the minor. This is agreement is a. void	1	OR	iii. Explain the rule of Privity of Contract and exception to the rule of Privity of Contract. Concept definition of Privity of Contract -4 Marks Exception to the Privity to Contract -4 Marks		
v) Which of the following section define Consent? b. Section 13	1	Q.4	i. Define undue influence citing the relevant illustration and case laws. Definition of Undue influence -1 Mark Illustration of Undue influence -1 Mark	3	
vi) Misrepresentation defined under section – d. Section 18	1	ii.	Case laws -1 Mark Explain the following (a) Undue influence -2 Marks (b) Misrepresentation -2 Marks (c) Active concealment -1 Mark (d) Fraud -2 Marks	7	
vii) A wagering contract is a. Void	1	OR	iii. Define the term Coercion. How coercion effects the contract. Discuss with the help of decided case laws and example. Definition coercion -2 Marks Case Laws -3 Marks Example -2 Marks	7	
viii) Which section provides Agreement in restraint of Marriage a. Section 26 ICA	1	Q.5	i. What are contingent contract. How they are different from wagering contract. (a) Definition of Contingent contract -2 Marks (b) Definition of wagering contract -2 Marks	4	
ix) In which circumstances the original contract need not be performed: d. All of the above.	1	ii.	ii. An agreement in restraint of trade is void. State with its exception if any. (a) Agreement in restraint of trade -3 Marks (b) exception to the trade -3 Marks	6	
x) Agreement to do impossible act provided under section d. Section 56 ICA	1	OR	iii. Explanation of S.23 Effect of Unlawful consideration -4 Marks -1 Mark	6	
Q.2					
i. Write shorts notes on the following A. Define Agreement -1 Mark					
B. Define Proposal -1 Mark					
ii. Define the Contract. Explain the essentials of a valid contract. Definition of Contract. -1 Mark					
Essentials of a valid contract -2 Marks					
iii. Define the acceptance and explain the essentials of an acceptance. When acceptance will be deemed to accepted.					
Definition of acceptance -1 Mark					
Essentials of acceptance -2 Marks					
Acceptance deemed to be accepted -2 Marks					
Marks					
OR iv. Explain the revocation of an offer and modes of revocation. Revocation definition -2 Marks					
Modes of Revocation -3 Marks					

[2]

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

[3]