

(i) Printed Pages : 3

(ii) Questions : 9

Sub. Code : 4 8 3 3

Exam. Code : 6 5 8

LL.B. 1st Semester

1114

LAW OF CONTRACT

Paper : III

Time Allowed : Three Hours]

[Maximum Marks : 80

Note :- Unit I is compulsory and each part is of 5 marks. Attempt any two questions each from Unit II and Unit III; marks are as indicated against each question.

UNIT-I

I. Explain the following :

- (a) Coercion
- (b) Contingent contracts
- (c) Obligation of person enjoying benefit of Non-Gratuitous Act
- (d) Injunction when refused.

4×5=20

UNIT-II

II. Explain the essentials of valid acceptance. 10

A offers to sell his car to B for Rs. 2 lacs. B accepts it by post and next day he sends a messenger revoking his acceptance. The messenger reaches A before the letter of acceptance. Is the

would be the position of the letter of messenger revoking the acceptance reaching same time ?
How the doctrine of restitution and ratification are applicable in Minor's agreement ? Explain with the help of decided cases. 5

IV. "Agreements without consideration are void". Discuss with the exceptions, if any. 15

A owes Rs. 10,000/- to N which is time barred. C, a friend of A makes written promise to B to pay the time barred debt on behalf of A. C does not pay. Can B recover the promised amount from C ? 10

V. 'Agreement in restraint of trade is void'. Analyse it with exceptions. 15

UNIT-III

VI. Discuss with the help of cases, how parties are discharged from contractual obligations by Agreement ? 15

VII. How parties are compensated for special loss or damage in case of breach of contract by one party ? What do you understand by the terms liquidated damages and penalty ? 15

VIII. What are essential requirements for maintaining a suit of persons dispossessed of possession of Immovable Property ? 10

A has possession of a house but he is dispossessed by B forcefully on the ground that he is owner of the house. A files a suit under Section 6 of Specific Relief Act and records the possession thereof. Thereafter, B files suit under Section 5 of the Act for the recovery of possession on the ground that he is the owner of the property. Will he succeed ? 5

IX. Which contracts cannot be specifically enforced under the Specific Relief Act, 1963 ? 15