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LL.B. 1st Semester

1045

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. Each question carries 15 marks.

UNIT-I

1. Write critical notes on the following :-

- (a) 'Fraud' and 'Misrepresentation'
- (b) "An agreement without consideration is void."
- (c) Remoteness of damage
- (d) Recovering possession of property.

UNIT-II

- 2. "Standard form of contract is also known as a contract of adhesion because of its unilateral effect." Elucidate. How far courts have tried to mitigate its lethal effects ?
- 3. "Minors are incapable of entering into a valid contract." Explain. Is there any exception to this rule ? Refer to the relevant case-law.

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4. "An agreement is unlawful if the court regard it opposed to public policy." In the light of this statement explain the concept of 'public policy'. Support your answer with case-law.
5. What is meant by 'agreement in restraint of trade' ? Describe the exception, if any.

UNIT-III

6. "A quasi-contract is not a contract at all. It is an obligation which the law creates." Comment. Discuss briefly the quasi-contracts as recognised under the Indian Contract Act.
7. "Damages in the law of contract are compensatory and not penal." Discuss this statement with the help of statutory provisions and case-law.
8. What do you mean by 'injunction' ? Describe the difference between perpetual and mandatory injunction.
9. What do you understand by the term 'specific relief' ? Discuss various classes of contracts which cannot be specifically enforced.