

Printed Pages : 2

Questions : 9

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LL.B. 1st Semester
1128

LAW OF CONTRACT
Paper—III

Time Allowed : Three Hours]

[Maximum Marks : 80

Note :—Unit I is compulsory. Attempt two questions each from Unit II and Unit III.

UNIT—I

1. (a) Unsoundness of mind.
(b) Mutual mistake and common mistake.
(c) Recovering possession of movable property.
(d) Specific performance of part of contract. 4×5=20

UNIT—II

2. "Absolute acceptance converts the proposal into promise". In the light of this statement discuss the rules of communication of acceptance and revocation of acceptance. 15
3. "Undue influence is the subtle species of fraud". Elucidate the statement by discussing the essential features of undue influence. 15
4. "Though the wager is void and unenforceable, it is not forbidden by law". Comment. Discuss in detail the nature and essential features of wagering agreements. 15

5. Define and discuss the contingent contracts. What are the various statutory rules for the performance of contingent contracts ? 15

UNIT—III

6. Explain 'impossibility of performance' as a mode of discharge of contract. 15
7. Discuss the law relating to damages in the light of *Hadley v. Baxendale*. Distinguish liquidated damages from damages. 15
8. What are the rules guiding the court while passing a decree for the specific performance of contract ? What are the presumptions of law in respect of movable and immovable properties ? 15
9. "Preventive relief is granted at the discretion of the court by injunction, temporary or perpetual." Explain different kinds of injunctions. Under what circumstances can the grant of injunction be refused ? 15