

2011

**LAW****( Contract - I )**

Course No. 3:2

*Full Marks : 100**Time : 3 hours*

*The figures in the margin indicate full marks  
for the questions*

*Answer questions No. 1 and any three from Group A and any two  
from Group B.*

**GROUP – A**

1. Write short notes on the following: (4x5)
  - a) Express and Implied contract.
  - b) Special offer.
  - c) Capacity to enter into contract.
  - d) Executory consideration.
2. What are the different kinds of agreement which have been declared void by the Indian Contract Act, 1872. Explain clearly. (16)
3. What do you mean by consideration? Describe with examples the agreements which can be valid without consideration. (6+10)
4. Explain the principles for the assessment of damages incase of breach of contract with the help of statutory provisions and decided cases. (16)

*(Please turn over)*

5. What is breach of contract? What are the different remedies for the injured party in a breach of contract? Explain (6+10)
6. Distinguish between: (16)
  - a) Contingent contract and Quasi contract.
  - b) Coercion and undue influence
7. State the facts and discuss the principles of law laid down in (16)  
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- VS -  
D.T.C. Mazdoor Congress  
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**GROUP - B**

8. Mention the contracts which cannot be specifically enforced. Discuss with the help of relevant provisions and the case laws. (16)
9. What do you mean by "Injunction" What are the different kinds of injunctions? Explain them briefly. (4+4+8)
10. Write notes on: (8+8)
  - a) Contracts which can be specifically enforced.
  - b) Right of Purchaser on imperfect title.

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