

2012

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 First Half and any two from
Second Half.*

1. Write short notes on the followings: (5x4)
- a) Voidable contract
 - b) Quasi contract
 - c) Liquidated damages
 - d) Wagering agreement

First Half

2. "Acceptance is to an offer what a lighted match is to train of gun powder". Explain the statement in the context of revocation of acceptance as dealt with in English and Indian Laws. (16)
3. What do you understand by the terms 'void' and 'voidable' contract? Discuss the rights and obligations of parties to a 'void' contract and a voidable contract after their rescission. (8+8)

(Please turn over)

4. What do you meant by consideration? What are the essentials of consideration? What agreement are valid even though made without consideration? (6+6+4)
5. When does a breach of contract occur? What are the different kinds of breach? Discuss the remedies available for breach of contract (4+4+8)
6. Distinguish between (any two): (8+8)
 - a) Fraud and Misrepresentation
 - b) Mistake of law and mistake of fact
 - c) Void and illegal contract
7. Discuss the facts and principles of law laid down in- (16)
Morvi Mercantile Bank
- Vs -
Union of India
AIR 1965 SC 1954

Second Half

8. Discuss briefly the remedies allowed by the specific Relief Act, 1963 to the aggrieved person. (16)
9. What do you meant by Temporary Injunction? (8+8)
Explain the situation in which temporary injunction may be granted.
10. Write notes on: (8+8)
 - a) Contract which can be specifically enforced
 - b) Declaratory decree
