

2015

LAW

( Contract - I )

Paper No. 3:2

Full Marks : 100

Pass Marks : 40

Time : 3 hours

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

*Answer questions No. 1 and any five from the rest*

1. Write short notes: *(Any four)* 4x5
  - a) Privity of contract
  - b) Effects of minor's agreement
  - c) Quasi-contract
  - d) Liability for necessities
  - e) Anticipatory breach of contract
  - f) Novation
  
2. How is an offer made, revoked and accepted? Explain the statement that "*Acceptance is to an offer what is lighted match is to a train of gunpowder*" with reference to English and Indian laws. 16
  
3. What is consideration? Explain the essentials of a valid consideration. What are the exceptions where consideration is not necessary for the validity of a contract? 16

*(Please turn over)*

4. Free consent is an essential requirement of a valid contract. Explain the factors which cause consent not to be a free consent. 16
5. Every illegal contract is void, but a void contract is not necessarily illegal. Discuss the different kinds of agreement which are declared void by the Contract Act. 16
6. Explain the doctrine of frustration of contract. Enumerate the grounds for frustration of a contract. What are the effects of frustration? 16
7. Explain as to what agreements are contracts, who are competent to contract and what is a sound mind for the purposes of contracting. Cite relevant statutory provisions and case laws. 16
8. a) Mention the contracts which cannot be specifically enforced. 8  
b) Who may obtain specific performance of a contract? 8
9. a) Under what circumstances can the different injunctions be granted? 8  
b) Mention those circumstances where an injunction cannot be granted. 8
10. Discuss the principles of law laid down in-  
V.R. Subramanyam vs, B. Thayappa  
AIR 1966 SC 1034 16

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