

2017

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) Effects of minor's agreement
 - b) Grounds of frustration
 - c) Liability for necessaries
 - d) Unlawful agreement
 - e) Compensation for breach of contract
 - f) Liquidated damages

2. Explain the terms proposal, acceptance and promise in the making of a contract. Can an acceptance be revoked? Discuss the statement "*Acceptance is to offer what a lighted match is to a train of gunpowder*" with reference to English and Indian Laws. 6+4+6

3. What are the requirements to be satisfied for consideration as defined in the Contract Act? In what respects consideration in Indian law departs from the English law. Is consideration essential for the validity of all contracts? 6+6+4

(Please turn over)

4. The Contract Act requires that the consent between the parties must be free for the contract to be valid. Discuss the factors which cause consent not to be a free consent. Do these factors make the agreements void or voidable? 16
5. An agreement not enforceable by law is said to be void. Explain the types of agreements which are declared to be void by the Contract Act. 16
6. A contract is said to be discharge when its object is fulfilled and the liability of either party under the contract comes to an end. Discuss the different modes by which a contract may be discharged citing relevant statutory provisions. 16
7. Distinguish between: 8+8
- a) Past and executed consideration
 - b) Contingent and quasi-contracts
8. Discuss the provisions in the Specific Relief Act which deal with the persons who may obtain specific performance of a contract and the persons in favour of whom specific performance of a contract cannot be enforced. 16
- 9.a) What are the types of contract that cannot be specifically enforced under the Specific Relief Act? 8
- b) In which cases an injunction cannot be granted under the Specific Relief Act? 8
10. State the facts and discuss the principles of law laid down in:
Central Inland Water Transport Corpn Ltd.
vs
Brojo Nath,
AIR 1986 SC 1571 16

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