

2018

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) Void Agreement and Voidable Contract
 - b) Doctrine of Privity of Contract
 - c) Who is Competent to Contract?
 - d) Quantum Meruit
 - e) Consideration
 - f) Contingent contract

2. Define a Contract. What are the essentials of a valid contract? Discuss the concept of offer and Acceptance and rules of Communication and Revocation. 6+10

3. Suppose A is willing to sell his car to B for Rs. 15,000. But B is willing to purchase it for Rs. 10,000 only. A tells B if he (B) refuses to purchase the car for Rs. 15,000 he (A) shall fire upon him. Due to this threat of getting himself hit by A's gun, B gives his consent to purchase the car for Rs. 15,000 only. Here B's consent be said to be obtained freely or voluntarily? Whether B has a right to

(Please turn over)

- withdraw his consent at a later stage. Do you agree with the statement, "*Free Consent plays a very important role in the validity of a contract*". Explain your answer. 16
4. Explain the concept of Void agreements under the Indian Contract Act. 16
5. Explain the Quasi-Contract Theory. Describe briefly the cases where this theory has been recognized under the provisions of Indian Contract Act. 6+10
6. Discuss briefly the various modes of discharge of Contracts. 16
7. "*Every agreement of which the object or consideration is unlawful is void*". Explain in detail. 16
8. What contracts can be specifically enforced under the provisions of Specific Relief Act, 1963? Can part of contract be enforced? 16
9. What do you understand by '*Preventive Relief*'? Describe briefly the provisions relating to Preventive Relief as contained in the Specific Relief Act, 1963. 16
10. Discuss the principles of law laid down in:
V.R. Subramanyan
vs
B. Thayappa,
AIR 1966 SC 1034 16

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