

2019

LAW

( Contract - I )

Paper No. 3:2

Full Marks : 100

Pass Marks : 40

Time : 3 hours

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Hill View Colony  
Dimapur : Nagaland

*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) Express and Implied Offers
  - b) Time and place of performance of contract
  - c) Legality of Object
  - d) When is consent said to be free under Indian Contract Act?
  - e) Essentials of a valid acceptance
  - f) Injunction
  
2. Define Consideration. State the exceptions to the rule that an agreement **without** consideration is void. 16
  
3. What do you understand by "*capacity to Contract*"? *Discuss the law relating to minor's agreement in India with the help of decided cases*". 4+12
  
4. a) What agreements are said to be void? Explain with illustrations. 8

- b) Explain the grounds of impossibility of performance of contract. 8
5. What do you mean by Contingent Contract? What are the rules governing the enforcement of Contingent Contracts? 4+12
6. "*Quasi-Contract is not the product of an agreement entered into parties but a creation of law on the basis of equitable principles*". Discuss the above statement and state the quasi contract relations recognized by India in Contract Act. 16
7. Explain the term '*Breach of Contract*' and '*Anticipatory Breach of Contract*'. What are the remedies available for Breach of Contract under the Indian Contract Act, 1872? 6+10
8. a) Explain the contracts which cannot be specifically enforced under the Specific Relief Act. 8
- b) Who may obtain Specific Performance of Contract under the Specific Relief Act? 8
9. Briefly explain Rescission of Contract under the Specific Relief Act. 16
10. 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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