

**2021****LAW****( Law Of Contract )**

Paper No. 3:2 (NEW COURSE)

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*

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| <p><b>1.</b> Write short notes: (<i>Any four</i>) <span style="float: right;"><b>4x5</b></span></p> <p>a) Contingent Contracts</p> <p>b) Doctrine of Frustration</p> <p>c) Essential Elements of a Valid Contract</p> <p>d) Exceptions when agreement without consideration is valid</p> <p>e) Privity of Contract</p> <p>f) Remedies for breach of Contract</p>                                   | <p><b>8</b></p>   |
| <p><b>2.</b> Define and explain “Consent” and “Free Consent”. Is it essential for validity of a contract that the Consent should be free? What do you mean by “the parties ad idem”? <span style="float: right;"><b>4+8+4</b></span></p>   | <p><b>8</b></p>   |
| <p><b>3.</b> State briefly the Indian Law relating to competency of parties to a contract. <span style="float: right;"><b>16</b></span></p>  | <p><b>8</b></p>   |
| <p><b>4. a)</b> Analyse the law relating to ‘offer’ and ‘acceptance’ in the making of a contract in India. <span style="float: right;"><b>8</b></span></p>   | <p><b>8</b></p>   |
| <p>b) “Every agreement of which the object of consideration is unlawful is void”. Explain this statement. <span style="float: right;"><b>8</b></span></p>  | <p><b>8</b></p>   |
| <p><b>5.</b> What are quasi contracts? Explain and illustrate the various conditions and circumstances in which the action of a party gives rise to quasi contract under the provisions of the Indian Contract Act. <span style="float: right;"><b>16</b></span></p>   | <p><b>8</b></p>   |
| <p><b>6. a)</b> Examine the validity of the following agreement: <span style="float: right;"><b>8</b></span><br/>A enters into an agreement with B that he will not carry on the business of medicine within his entire area mention. Is the agreement enforceable against B?</p> <p>b) Explain “consideration” as an element in a valid contract. <span style="float: right;"><b>8</b></span></p> | <p><b>8+8</b></p> |
| <p><b>7.</b> Distinguish between: <span style="float: right;"><b>8+8</b></span></p> <p>a) Contingent Contract and agreement by way of wager</p> <p>b) Coercion and undue influence</p>   | <p><b>16</b></p>  |
| <p><b>8.</b> State the provisions for recovering possession of property under the Specific Relief Act, 1963. <span style="float: right;"><b>16</b></span></p>  | <p><b>8</b></p>   |
| <p><b>9. a)</b> Who are the person for or against whom contracts may be specifically enforced. Discuss. <span style="float: right;"><b>8</b></span></p> <p>b) Mention those circumstances under which an injunction cannot be granted. <span style="float: right;"><b>8</b></span></p>   | <p><b>8</b></p>   |
| <p><b>10.a)</b> What do you understand by rescission of a contract and when can it be adjudged or refused? <span style="float: right;"><b>8</b></span></p> <p>b) Distinguish between a temporary or interlocutory injunction and perpetual injunction. <span style="float: right;"><b>8</b></span></p>   | <p><b>8</b></p>   |

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*(Please turn over)*

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