

2025

LAW

(Law Of Contract)

Paper No. 3:2 (NEW COURSE)

Full Marks : 75

Pass Marks : 30

Time : 3 hours

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

PART – A

1. Write short notes on *any five* of the following: 5x5
- a) Meaning and nature of Contract under the Indian Contract Act.
 - b) Revocation of offer and acceptance.
 - c) Free consent
 - d) Obligation of parties to contract and effect of refusal to accept offer of performance.
 - e) Essence of time and place of performance under the Indian contract Act
 - f) Scope of the Specific Relief Act 1963
 - g) Persons who may obtain specific relief and persons who are bar to relief

PART – B

Answer any four of the following:

2. Explain in details the nature and scope of minor's agreement under the Indian Contract Act. 10

(Please turn over)

3. "To determine whether an agreement has actually been concluded, it is normally necessary to inquire whether the negotiations which have taken place between the parties, there have been a definite offer and an equally definite acceptance of the offer by the other" Explain. 10
4. What do you understand by the term void contract? What are the agreements declared to be void by the Act? 10
5. Explain the doctrine and the grounds of frustration of contract. 10
6. Explain in details the scope of specific performance of contract under the Specific relief Act. 10

PART – C

Answer any one of the following; 10x1

7. Answer by referring to relevant provisions of law and decided cases and give cogent reasons.
 - a) Privity to Contract: its scope and applicability under the Indian Contract Act.
 - b) A, a tradesman , leaves goods at B's house by mistake. B treats the goods as his own. Is B bound to pay A for the goods? If yes, then under what provision of law should the obligation be enforced?
10. Discuss the facts and principles of law laid down in –

General Inland water Transport Corp Ltd

VS

Brojo Nath;

AIR 1986 Sc 1571

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