

2022

(November/December)

(3rd Semester)

DIMAPUR LIBRARY
Hill View Colony
Dimapur : Nagaland

LAW

Paper No. : 3:2

(**Law of Contract**)

Full Marks : 100

Pass Marks : 40

Time : 3 hours

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

Answer Question No. 1 and *any five* from the rest

1. Write short notes on any *four* of the following : 5×4=20

(a) Promisor and Promisee

(b) Unilateral and Bilateral Contracts

(c) Offer and Acceptance

(d) Agreement and Contract

(e) Free Consent

2. Explain consideration as an element in a valid contract. Is consideration necessary in all cases? 16
3. (a) Distinguish between a contingent contract and an agreement by the way of wager. 8
- (b) Define and explain contingent contracts. How are they treated in the Indian Contract Act? 8
4. What are the consequences of rescission of voidable contract? 16
5. Discuss the rights and liabilities of parties to a contract consisting of reciprocal promises. 16
6. "Specific relief can be granted only for the purpose of enforcing individual civil rights and not for the mere purpose of enforcing a penal law." Discuss. 16
7. Under what circumstances can the court grant an injunction to perform a negative agreement? 16
8. State the distinction between a mandatory and prohibitory injunction. 8+8=16

9. Can there be any valid contract without the acceptance being absolute? Give reason. 16
10. State the facts and principles of law laid down in—

Delhi Transport Corp.

vs.

DTC Mazdoor Congress

AIR, 1991, SC 101 16

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