



LL.B. (Hons.) (Semester – III) Examination, October 2013
GENERAL PRINCIPLES OF CONTRACT – I

Duration : 3 Hours

Total Marks : 75

Answer **any four** questions from Q. No. 1 to 6.

(4×8=32)

Question 7 is **compulsory**.

(2×3=6)

1. Define contract and explain essentials of valid contract.
2. Define consideration. Explain its essentials.
3. Though an agreement with a minor is void, all agreements with minor are not void – Comment.
4. Explain the rules regarding lapse of Offer.
5. What is fraud ? When does silence amount to fraud ?
6. State various heads of public policy. What is the effect when the object of an agreement is against the public policy ?
7. Write short notes on **any two** of the following :
 - a) General Offer
 - b) Acceptance
 - c) Misrepresentation.

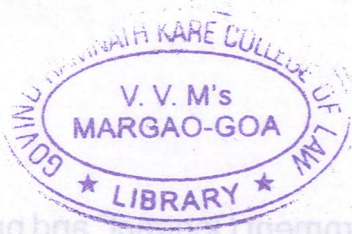
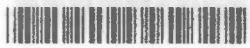
Answer **any four** questions from Q. No. 8 to 13.

(4×8=32)

Question 14 is **compulsory**.

(2×2½=5)

8. When an agreement becomes void on ground of wager ?
 9. Explain various kinds of breach of contract and examine its effect.
 10. Explain the requirement of a valid tender of performance.
 11. Examine various kinds of damages that could be awarded for breach of contract.
 12. What is injunction ? Enumerate various kinds of injunctions.
 13. What is meant by frustration ? When contract is said to be discharged by frustration ?
 14. Write short notes on **any two** of the following :
 - a) Novation
 - b) Finder of lost goods
 - c) Rectification of instruments.
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TNY-107

LL.B. (Hons) (Semester – III) Examination, April 2013
GENERAL PRINCIPLES OF CONTRACT – I

Duration : 3 Hours

Total Marks : 75

SECTION – I

- 1) Answer **any four** question from Q. No. 1 to 6.
- 2) Question 7 is **compulsory**.
 1. Explain the concept of 'General offer' with relevant case laws'. **8**
 2. Define and explain the term consideration and discuss various exceptions to doctrine of consideration. **8**
 3. Explain the term minor. What are the various effects of minor's agreement ? **8**
 4. Explain with relevant case laws, various circumstances under which mistake as to subject matter may take place. **8**
 5. Agreement tainted with immorality cannot be enforced. Elaborate. **8**
 6. Define term wager. Explain essentials, effects and exceptions to wagering agreement. **8**
 7. Write short notes on **any two** : **6**
 - a) Void and voidable agreements
 - b) Coercion
 - c) Novation.

SECTION – II

- 1) Answer **any four** questions from Q. No. 8 to 13.
- 2) Question 14 is **compulsory**.
 8. What is meant by 'Breach of contract' ? Explain the rules as regards to "Measure of Damages". **8**
 9. Explain the term "Quasi-Contractual Obligations" and elaborate the rules as regards to "Liability to pay for Non-gratuitous Acts". **8**

P.T.O.



- 10. Explain in brief "Concept of Government Contract" and procedure to be followed in case of enforcement of contract against Government. 8
- 11. Define term Injunction. When permanent injunction can be issued ? 8
- 12. Explain the rules as regard to recovery of possession of property with reference to specific Relief Act. 8
- 13. What are the various circumstances by which contract is discharged by agreement ? 8
- 14. Write short notes on **any two** : 5
 - a) Contingent contract
 - b) Pardanashin woman
 - c) Coercion.

SECTION - II

- 1) Answer any four questions from Q. No. 8 to 13. 8
- 2) Question 14 is compulsory. 8
- 3) What is meant by 'Breach of contract' ? Explain the rules as regards to "Measure of Damages". 8
- 4) Explain the term "Quasi-Contractual Obligations" and elaborate the rules as regards to "Liability to pay for Non-gratuitous Acts". 8



LL.B. (Hons.) (Semester – III) Examination, April 2012

GENERAL PRINCIPLES OF CONTRACT – I 20/04/12 P2

Duration : 3 Hours

Max. Marks : 75

Answer **any four** questions from Q. No. 1 to 6.

(4×8=32)

Question 7 is **compulsory**.

(2×3=6)

1. What is offer ? Explain the essentials for a valid offer.
2. Discuss briefly various rules regarding validity of standard form of contracts.
3. What is consideration ? Explain when an agreement without consideration would become void ?
4. An agreement with a minor is void – Explain and state the exceptions if any.
5. What is coercion ? When agreements become voidable on ground of coercion ?
6. An agreement in restraint of trade is void – Discuss and state the exceptions to this rule.
7. Write short notes on **any two** of the following :
 - a) Undue influence
 - b) Tender
 - c) Acceptance.

Answer **any four** questions from Q. No. 8 to 13.

(4×8=32)

Question 14 is **compulsory**.(2×2¹/₂=5)

8. Explain the concept of impossibility to perform. When an agreement becomes void due to impossibility to perform.
9. When a contract has been broken the injured party is entitled to such damages which naturally arose in the usual course of things from such breach but such compensation is not to be given for any remote or indirect loss or damage sustained by reason of the breach – Explain.



10. Out of illegal agreement no cause of action arises – Explain.
11. Explain the circumstances in which a party can ask for specific performance of the contract.
12. What are the constitutional requirements for contracts with Government ?
13. What is quasi contract ? When quasi contractual relation be recognized as enforceable contract ?
14. Write short notes on **any two** of the following :
 - a) Reciprocal Promises
 - b) Perpetual injunction
 - c) Rectification of instruments.

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B - 462

(Pages : 02)



TNY - 107

[Total No. of Questions : 14]

LL.B. (Hons.) (Semester - III) Examination, October - 2011
GENERAL PRINCIPLES OF CONTRACT - I

Duration : 3 Hours

Total Marks : 75

- Instructions : 1) Answer any FOUR questions from Q.No. 1 to 6.
2) Question No. 7 is Compulsory.
3) Answer any FOUR questions from Q.No.8 to 13.
4) Question 14 is compulsory.

- Q1) Define contract and explain essentials of valid contract. [4 × 8 = 32]
- Q2) A stranger to a contract cannot sue but a stranger to a consideration can sue - Comment.
- Q3) Define acceptance and discuss essentials of valid acceptance.
- Q4) Discuss fully the provisions of Indian Contract Act relating to competency of minor to enter into a contract.
- Q5) When an agreement be held void on ground of Mistake?
- Q6) Explain various heads in which an agreement become illegal.
- Q7) Short Notes : [2 × 3 = 6]
a) Invitation to offer.
b) When Silence amounts to Fraud.
c) Past Consideration.
- Q8) When an agreement becomes void on ground of wager? [4 × 8 = 32]
- Q9) What is contingent contract? Explain the rules of its enforceability.
- Q10) Explain various kinds of breach and its effect on discharge of contract.

P.T.O.

Q11) What is quasi contract? When such contracts can be enforceable?

Q12) Explain the circumstances in which a party cannot ask for specific performance of the contract.

Q13) What is injunction? Enumerate various kinds of injunctions.

Q14) Write short note on any TWO of the following :

[2 × 2½ = 5]

- a) Special damages.
- b) Novation.
- c) Liquidated damages.

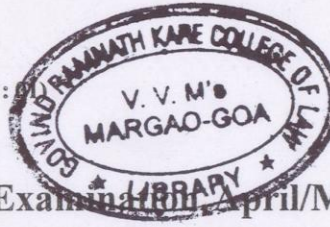
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[Total No. of Questions : 14]

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TNY - 107

LL.B.(Hons.) (Semester - III) Examination April/May 2011

GENERAL PRINCIPLES OF CONTRACT - I

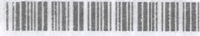
Duration : 3 Hours

Total Marks : 75

- Instructions :*
- 1) Answer any four questions from Q.NO. 1 to 6.
 - 2) Answer any four questions from Q.No. 8 to 13.
 - 3) Question No. 7 and Q.No.14 are compulsory.
 - 4) Figures to the right indicate full marks.

[4 × 8 = 32]

- Q1) All agreements are not contracts but all contracts are agreements - explain.
- Q2) Define acceptance and discuss essentials of valid acceptance.
- Q3) A stranger to a contract cannot sue - Comment and state exceptions to the rule if any.
- Q4) Explain the requirements for validity of standard forms of contract.
- Q5) When an agreement is voidable on ground of undue influence?
- Q6) An agreement in restraint of trade is void-Discuss and state the exceptions to this rule.
- Q7) Write short notes on any TWO of the following: [2 × 3 = 6]
 - a) Coercion
 - b) Invitation to offer
 - c) Maintenance and Champarty
- Q8) Out of illegal agreement no cause of action arises - Explain. [4 × 8 = 32]
- Q9) Explain the requirement of a valid tender of performance.
- Q10) State the remedies available to an aggrieved person in case of breach of contract
- Q11) An agreement by wager is void-Explain with relevant case law.
- Q12) Explain the circumstances in which a party cannot ask for specific performance of the contract.
- Q13) What is quasi contract? When such contracts are valid?
- Q14) Write short notes on any TWO of the following: [2 × 2½ = 5]
 - a) Anticipatory breach.
 - b) Perpetual injunction.
 - c) Liquidated damages.



TNY – 107

LL.B. (Hons.) (Semester – III) Examination, October 2010

GENERAL PRINCIPLES OF CONTRACT – I

Duration : 3 Hours

Max. Marks : 75

Answer **any four** questions from Q. No. 1 to 6.

(4×8=32)

Question 7 is **compulsory**.

(2×3=6)

1. Define contract and explain essentials of valid contract.
2. What is offer ? When offer lapses ?
3. Without consideration an agreement is void – Explain.
4. Though an agreement with a minor is void, all agreements with minor is not void – Comment.
5. When an agreement be held voidable on ground of coercion ?
6. Explain the effect of entering into an agreement due to mistake of fact.
7. Short notes :
 - a) General Offer
 - b) Misrepresentation
 - c) Acceptance.

Answer **any four** questions from Q. No. 8 to 13.

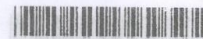
(4×8=32)

Question 14 is **compulsory**.

(2×2¹/₂=5)

8. Any agreement opposing to public policy is illegal and void – Comment.
9. What are the constitutional requirements for contracts with Government ?
10. What is meant by frustration ? When contract is said to be discharged by frustration ?

P.T.O.



11. When contract has been broken the injured party is entitled to such damages which naturally arose in the usual course of things from such breach but such compensation not to be given for any remote or indirect loss or damage sustained by reason of the breach – Explain.
12. Critically examine the rules regarding quasi contracts.
13. Explain the circumstances in which a party can ask for specific performance of the contract.
14. Write short note on **any two** of the following :
 - a) Rectification of instruments
 - b) Mandatory Injunction
 - c) Novation.



10/04/2010

TNY - 107

LL.B. (Hons.) Sem. III Examination, April 2010
GENERAL PRINCIPLES OF CONTRACT - I

Duration : 3 Hours

Max. Marks : 75

SECTION - I

Instructions : 1) Answer any four from Q. No. 1 to 6.
2) Question No. 7 is compulsory.

1. Explain the rules of valid offer and enumerate and explain the circumstances under which offer lapse. 8
2. Explain the doctrine of "privity of contract and its exceptions with relevant case laws. 8
3. Discuss the contractual capacity of minor in India with reference to beneficial contract. 8
4. What are the various circumstances under which mistake as to subject matter may take place ? 8
5. "Intention of parties must be to enter into contractual relations." Explain this statement with relevant caselaws. 8
6. Explain the rules as regards to "contingent contract". 8
7. Write short notes on any two : 6
 - a) Mis representation
 - b) Essentials of fraud
 - c) Coercion

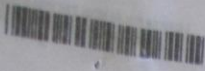
P.T.O.



SECTION - II

Instructions : 1) Answer any four from Q. No. 8 to 13.
 2) Question No. 14 is compulsory.

- 8. "Agreements by way of wager are void but not illegal" – Elaborate. 8
- 9. "Under what circumstances contract is discharge by frustration. 8
- 10. Explain the rules as regards to measure of damages. 8
- 11. Explain and enumerate various heads of illegal agreements. 8
- 12. Under what circumstances principles of quasi-contracts may be made applicable in case of contract with Government. 8
- 13. Explain : 8
 - 1) Recovery of possession of movable property under specific Relief Act.
 - 2) Declaratory decree under specific Relief Act.
- 14. Write short notes on any two : 5
 - a) Anticipatory breach of contract
 - b) Reciprocal promises
 - c) Maintenance and champarty.



28/10/09

TNY - 107

LL.B. (Hon.) Semester - III Examination, October 2009

GENERAL PRINCIPLE OF CONTRACT - I

Duration : 3 Hours

Total Marks : 75

SECTION - I

Instructions : 1) Answer any four from Q. No. 1 to 6.

2) Question No. 7 is compulsory.

1. Define term contract and explain the rules of valid acceptance. 8
2. What is consideration ? Explain the essentials of valid consideration. 8
3. Define minor and explain the effects of minor's agreement. 8
4. Define and explain the concept of 'undue influence' and its effects on contract. 8
5. Explain the term 'Public Policy' and state briefly 'Heads of Agreement' opposed to public policy with suitable illustrations. 8
6. Explain in brief : 8
 - a) Agreement in restraint of marriage
 - b) Agreement in restraint of trade.
7. Write short notes on any two : 6
 - a) Lapse of offer
 - b) Pardanashin woman
 - c) Coercion.

P.T.O.



SECTION - II

Instructions : 1) Answer any four from Q. 8 to Q. No. 13.

2) Question No. 14 is compulsory.

8. Discuss briefly various types of quasi-contractual obligations under Indian Contract Act. 8
9. Explain the rules as regards to performance of contract. 8
10. What are the different types of damages ? Which can be awarded by the court in case of breach of contract ? 8
11. Explain the contractual liability of government under the government contract. 8
12. Define term injunction and distinguish between temporary and permanent injunction. 8
13. Explain the rules as regards to recovery of possession of immovable property with reference to Specific Relief Act. 8
14. Write short notes on any two : 5
 - a) Restraint an legal proceedings
 - b) Cancellation of Instrument under Specific Relief Act
 - c) Mandatory Injunction.



TNY - 107

LL.B. (Hons.) (Sem. - III) Examination, April 2009
GENERAL PRINCIPLES OF CONTRACT - I

Duration : 3 Hours

Max. Marks : 75

SECTION - I

Answer **any four** from Q. No. 1 to 6. Q. No. 7 **compulsory**. (4×8=32)

1. Define contract describe the various requisites of a valid contract.
2. Define offer. When offer lapses ?
3. Explain the concept of consideration. Examine its essentials with the help of relevant case law.
4. What are standard forms of contracts ? Explain the rules regarding their validity.
5. What is fraud ? Explain the essential elements of fraud.
6. When contract discharged by anticipatory breach ? Explain the effects of such breach.

7. Write short note on **any two** of the following : (2×3=6)
- a) Invitation to offer
 - b) Undue influence
 - c) Misrepresentation.

SECTION - II

Answer **any four** from Q. No. 8 to Q. No. 13. (4×8=32)

Q. No. 14 **compulsory**. (2×2.5=5)

8. "An agreement by wager is void". Explain.
9. State and explain agreements opposed to public policy.

P.T.O.



10. Explain the prerequisites of government contracts.
11. What is "specific performance"? When specific performance can be claimed?
12. What is injunction? Explain the distinction between mandatory and prohibitory injunctions.
13. Explain the following:
 a) Contingent contract
 b) Spécial damages.
14. Write a short note on **any two** of the following:
 a) Frustration
 b) Quantum Meruit
 c) Novation.

SECTION - II

- Write short note on any two of the following:
 a) Invitation to offer
 b) Undue influence
 c) Misrepresentation.
8. "An agreement by wager is void". Explain.
9. State and explain agreements opposed to public policy.

LL.B. (Hons.) Sem. - III Examination, October 2008
GENERAL PRINCIPLES OF CONTRACT - I

Duration : 3 Hours

Max Marks : 75

SECTION - I

Instruction : Answer any four from Q. No. 1 to 6. Q. No. 7 compulsory.

(4×8=32)

1. Define Acceptance. State the various essentials of valid acceptance.
2. "A stranger to a contract cannot sue but a stranger to consideration can sue" - Explain.
3. An agreement with a minor is void - Explain and state the exceptions if any.
4. Define coercion. Explain its effects on contract.
5. State clearly the law relating to agreement opposing to public policy.
6. Discuss the effect of mistake in the formation of a contract.
7. Write a short note on **any two** of the following : (2×3=6)
 - a) General offer
 - b) Intention to create legal obligation
 - c) Anticipatory breach

SECTION - II

Instruction : Answer any four from Q. No. 8 to 13.

(4×8=32)

Q. No. 14 Compulsory.

(2×2.5=5)

8. Explain the circumstances in which a contract discharged by impossibility.
9. What is quasi contract ? Explain various quasi contractual relations recognized by Indian Contract Act.
10. Critically examine various rules laid down by Hadly v. Baxendale.
11. State the circumstances in which a contract can be specifically enforced.
12. What is injunction and explain various kinds of injunctions.
13. Explain the following :
 - a) Novation
 - b) Agreement in restraint of Trade
14. Write short note on any **two** of the following :
 - a) Undue influence
 - b) Contingent contract
 - c) Wagering contract.



TNY - 107

LL.B. (Hons) (Semester - III) Examination, 2008
GENERAL PRINCIPLES OF CONTRACT - I

Duration : 3 Hours

Total Marks : 75

SECTION - I

Instructions: 1) Answer any 4 from Q. No. 1 to 6.
2) Q. No. 7 is compulsory.

(4×8=32)

(2×3=6)

1. Describe the essentials of a valid contract.
2. Define consideration. State the exceptions to the rule that 'an agreement without consideration is void'.
3. Who are competent to contract ? Explain the principles laid down in the case of Mohori Bibi V. Dharmadas Ghose.
4. Define free consent and state the circumstances under which consent is said to be obtained by undue influence.
5. Explain various types of void agreements.
6. Explain :
 - a) Agreements opposing to public policy.
 - b) Standard forms of contracts.
7. Write short notes on **any two** :
 - a) Unsound mind.
 - b) General offer.
 - c) Misrepresentation.

SECTION - II

Instructions: 1) Answer any 4 from Q. No. 8 to 13.

(4×8=32)

2) Q. No. 14 is compulsory.

(2×2½=5)

8. Indian Contract Act recognises quasi contracts on the basis of principle of unjust enrichment. Explain.
9. Explain various circumstances in which court may grant specific performance of the contract.

P.T.O.

10. Explain various kinds of Injunctions.
11. What is Government Contract ? Is Government liable for void agreements ?
12. Critically evaluate rules regarding measure of damages for breach of contract.
13. When contract is said to be discharged by performance ?
14. Write short note on **any two** :
 - a) Finder of goods.
 - b) Novation.
 - c) Contingent contract.

LL.B. Hons. (Sem. – III) Examination, October 2007

GENERAL PRINCIPLES OF CONTRACT – I

Duration : 3 Hours

Total Marks : 75

- Instructions :** 1) Answer any 4 from questions 1 to 6.
2) Question No. 7 is compulsory.

SECTION – I

1. Define agreement. State when agreement becomes contract. 8
2. Define consideration. Discuss the essentials of a valid consideration. 8
3. Discuss the status of a Minor's agreement. 8
4. Define 'fraud'. How it affects on the validity of agreement ? 8
5. The contract must be for a 'Lawful object'. Elucidate. 8
6. Explain : 8
 - a) Voidable and void agreements.
 - b) Agreement by way of wager, void.
7. Write short notes on any two : 6
 - a) Revocation of proposal
 - b) Misrepresentation
 - c) General offer.

P.T.O.

SECTION - II

Instructions : 1) Answer any 4 from Q. No. 8 to 13.

2) Question No. 14 is compulsory.

(8)
(2x)

8. What is quasi contract ? Explain various circumstances in which a quasi contractual relations may arise.
9. When specific performance of contract cannot be claimed.
10. What is Government contract ? Explain its essentials.
11. Explain :
 - a) Rectification of Instruments
 - b) Declaratory Decree.
12. Define and distinguish general damages and special damages.
13. What is meant by anticipatory breach of contract ?
14. Write short notes on **any two** :
 - a) Contingent contract
 - b) Reciprocal promise
 - c) Coercion.

PPP/1004

LL.B. (Hons) (Sem. - III) Examination, 2007
GENERAL PRINCIPLES OF CONTRACT - I

Duration : 3 Hours

Total Marks: 75

- Instructions :** 1) Answer any 4 from questions 1 to 6.
2) Question No. 7 is compulsory.

SECTION - I

1. Define offer. State and explain the rules of valid offer. 8
2. What is consideration ? Explain the salient features of valid consideration. 8
3. Discuss the contractual capacity of minors in India with the help of leading case laws. 8
4. Explain the term coercion. How does coercion differs from undue influence. 8
5. State briefly "Heads of Agreement" opposed to public policy with suitable illustrations. 8
6. Explain : 8
 - a) An agreement in restraint of marriage.
 - b) An agreement in restraint of legal proceedings.
7. Write short notes on any two : 6
 - a) Misrepresentation
 - b) Mistake as to subject matter.
 - c) Uncertain agreements.

SECTION - II

- Instructions : 1) Answer **any 4** from question No. 8 to 13.
2) Question No. 14 is **compulsory**.

8. Define Government contract. Under what circumstances principles of quasi - contracts may be made applicable in case of contract with Government.
9. Define term Injunction. Distinguish between temporary and permanent injunctions.
10. What type of contract can and cannot be specifically enforced with reference to Specific Relief Act.
11. Explain :
 - a) Payment made by an interested person.
 - b) Mandatory injunction.
12. Explain the rules governing measure of damages for a breach of contract.
13. "Tender of performance is equivalent to performance of contract". Explain this statement with illustrations.
14. Write short notes on **any two** :
 - a) Novation
 - b) Anticipatory breach.
 - c) Contingent contract.

LL.B. (Hons.) (Semester - III) Examination, October 2006
GENERAL PRINCIPLES OF CONTRACT - I

Duration : 3 Hours

Total Marks : 75

- Instructions:** 1) Answer any 4 from questions No. 1 to 6.
 2) Question No. 7 is compulsory.

SECTION - I

1. Define term acceptance. Explain the rules of valid acceptance. 8
2. Explain the doctrine of consideration and discuss various exceptions to the doctrine of consideration. 8
3. Who is a minor ? What are the various effects of minor's agreement ? 8
4. What are the various circumstance under which mistake as to subject matter may take place ? 8
5. Explain the term "wagering agreement". What are the essentials of wagering agreement ? 8
6. "Intention of parties must be to enter into contractual relations". Explain this statement with relevant case laws. 8
7. Write short notes on **any two**: 6
 - a) Revocation of offer
 - b) Beneficial contract
 - c) Immoral agreements.

SECTION - II

- Instructions:** 1) Answer any 4 from questions No. 8 to 13.
 2) Question No. 14 is compulsory.

8. Explain contractual liability of Government under the Government contract. 8

P.T.O.

TN

10

11

12

9. Define and explain mandatory injunction. Under what circumstances injunction be refused.
10. Explain the rules as regards to recovery of possession of immovable property with reference to Specific Relief Act.
11. Explain:
- a) Liability to pay for non-gratuitous Act.
 - b) Supply of necessaries.
12. What are the different types of damages which can be awarded by the court in case of breach of contract ?
13. What are the various circumstances by which contract is discharged by an agreement ?
14. Write short notes on **any two**:
- a) Reciprocal promises
 - b) Temporary injunction
 - c) Voidable contracts.

LL.B. (Hons.) (Sem. - III) Examination, 2006
GENERAL PRINCIPLES OF CONTRACT - I

Duration : 3 Hours

Max. Marks : 75

SECTION - I

Instructions : 1) Answer any 4 from Questions no. 1 to 6. (4×8)
2) Question No. 7 is compulsory.

1. What is offer ? Explain essentials of a valid offer.
2. "Stranger to a contract can not enforce the contract but stranger to a consideration can enforce the contract". Explain the rule and state the exceptions.
3. Enumerate various heads of illegal agreements.
4. Explain various rules regarding Standard forms of contract.
5. Define fraud. When silence amounts fraud ?
6. Who can claim specific performance of contract under the Specific Relief Act, 1963.
7. Answer any two of the following with reasons.
 - a) A proposes by a letter to sell his car to B for Rs. 1,50,000/- on 1-1-1998. B accepts the offer by a letter posted on 3-1-1998 reached A on 7-1-1998. On 2-1-1998 A send a letter revoking his offer which reached to B on 6-1-1998. Is revocation valid ?
 - b) A promises to paint a picture for B at a certain day for Rs. 1,500/-. A dies before that day. Can B insist A's son who is also a painter to paint the picture ?
 - c) A owes Rs. 10,000/- to B. B promises to accept Rs. 8,000/- in full satisfaction. A pays Rs. 8,000/-. Can B recover remaining amount from A ?

SECTION - II

Instructions : 1) Answer any 4 from Questions no. 8 to 13.

2) Question No. 14 is compulsory.

8. "An Agreement by Wager is Void". Explain.
9. Explain the rules governing the performance of contingent contracts.
10. When contract is discharged by breach ?
11. Explain the principles of determining damages with the help of case law.
12. What are quasi contracts ? State the circumstances in which a quasi contractual obligation arise.
13. Explain essentials of a government contract.
14. Write short note on **any two** of the following :
 - i) Reciprocal promises
 - ii) Champerty
 - iii) Coercion.

(4)

27/10/05

LL.B. (Hons) Sem – III Examination October, 2005
General Principles of Contract

Time: 3 Hours

Max Marks:75

Section – I

Instructions:

Answer any 4 from Questions no 1 to 6.

4 X 8

Question No: 7 is compulsory.

6

1. "All contracts are agreements but all agreements are not contracts" Explain.
2. Define offer. When offer lapses?
3. What is consideration? Explain essentials of a valid consideration.
4. Examine the effects of agreement with minor. When an agreement with a minor is enforceable?
5. State the circumstances under which a contract can be affected on the ground of mistake of fact. What is the effect?
6. Explain various kinds of injunctions.
7. Answer any **TWO** of the following with reasons.
 - a) A send some goods to B mistakenly. B uses the goods. Can A recover money from B for supplying goods?
 - b) A borrowed Rs.10,000/- from B. This debt is barred by limitation. A wrote a letter to B " I borrowed Rs.10,000/- from you which is barred by limitation. I agree that I owe you Rs.10,000/-" Is A liable to pay B?
 - c) A advances Rs. 10,000/- to B a married women, to enable her to obtain divorce from her husband. In return B agrees to marry A as soon as she gets divorce. B obtained divorce but refuses to marry A. Can A recover the money?

Section – II

Instructions:

Answer any 4 from Questions no 8 to 13.

4 X 8

Question No: 14 is compulsory.

5

8. "An agreement in restraint of trade is void" Examine this statement stating exception if any.
 9. When a contract discharged by performance?
 10. What are the different types of damages which can be awarded by the court in case of breach of contract?
 11. Explain principles of Doctrine of frustration.
 12. Define and distinguish between void, voidable and illegal agreements.
 13. "A quasi contract is an obligation which the law creates" Analyse this statement and state various quasi contractual relations recognized by Indian Contract Act.
 14. Write short note on any **TWO** of the following:
 - i. Novation
 - ii. Champerty
 - iii. Coercion
- x — x —

Time: 3 hrs

GENERAL PRINCIPLES OF CONTRACT 2005

max marks: 75

SECTION - I

INSTRUCTIONS: Answer any 4 questions from 1 to 6. Question No. 7 is compulsory.

- Q.1. Explain 'offer'. What are the various kinds of 'offer'? (8)
- Q.2. 'Stranger to a contract cannot sue.' Explain with exceptions. (8)
- Q.3. When is consent said to be induced by undue influence? (8)
- Q.4. Examine the legal effects of a minor's contract. (8)
- Q.5. Explain: (8)
- a) Immoral agreements
 - b) Agreement opposed to public policy
- Q.6. What type of contracts can and cannot be specifically enforced with reference to the Specific Relief Act, 1963? (8)
- Q.7. Write short notes on any 2: (6)
- a) Revocation of offer.
 - b) Champerty
 - c) Promissory Estoppel.

SECTION - II

INSTRUCTIONS: Answer any 4 questions from 8 to 13. Question No. 14 is compulsory

- Q.8. "Agreements by way of wager are void." Explain (8)
- Q.9. Under what circumstances can the principles of quasi contract be applied against the government? (8)
- Q.10. What are Contingent Contracts? Explain the rules governing them. (8)
- Q.11. Explain discharge of contract by performance. Does offer to perform amount to discharge? (8)
- Q.12. What are 'quasi contracts'? Explain the following quasi contracts: (8)
- a) Liability of person getting benefit under mistake or coercion.
 - b) Reimbursement of money paid, due by another.
- Q.13. Explain the rules governing damages for breach of contract with special reference to Hadley v. Baxendale. (8)
- Q.14. Write Short Notes on any 2: (5)
- a) Appropriation of payment
 - b) Frustration of contract
 - c) Joint promisors and their liability

