

(Please write your Exam Roll No.)

Exam Roll No.



END TERM EXAMINATION

FIRST SEMESTER [LLB] JANUARY 2024

Paper Code: LLB-103

Subject: Law of Contract-I

Time: 3 Hours

Maximum Marks: 60

Note: Attempt five questions in all including Q.No.1 which is compulsory.
Select one question from each unit.

- Q1. Attempt all questions:- (5x4=20)
- Define "invitation to an offer"
 - Explain Supervening impossibility
 - Define Quantum Meruit
 - What is anticipatory breach of contract
 - Who is a minor



UNIT-I

- Q2. In Commercial transactions the onus to prove intended legal consequences is on the parties asserting absence but it is not true for other relations. Explain the above statement in context of objectivity of intention. (10)
- Q3. Write a short note on Standard form contracts explaining their validity and uses. (10)

UNIT-II

- Q4. Differentiate between "Privity of Contract" and "Privity of Consideration". (10)
- Q5 Explain the validity of an agreement with the minor with the help of leading case. What is the consequence if the minor has misrepresented his age and what remedies are available to the person who has been deceived? (10)

UNIT III

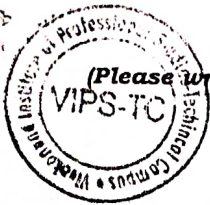
- Q6. Explain the effects of /remedies available if there is Breach of contract. (10)
- Q7 How is a contract discharged? How is it different from performance of a contract? (10)

UNIT IV

- Q8 Explain the concept of "Remoteness of damages" in the Indian contract law? (10)
- Q9 Explain certain relations resembling to contracts but not contracts per se with examples? (10)



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END TERM EXAMINATION

FIRST SEMESTER [LLB] JANUARY-FEBRUARY 2023

Paper Code: LLB103

Subject: Law of Contract

Time: 3 Hours

Maximum Marks: 75

Note: Attempt five questions in all including Q.No.1 of Part A which is compulsory. Select one question from each unit of Part B.

PART-A

- Q1 Write short notes on the following: (5x5=25)
- Communication of an offer and 'communication of acceptance'.
 - Consensus-ad-idem
 - Doctrine of quantum merit.
 - Voidable contracts and void contracts.
 - A deceit which doesn't deceive is not a fraud.

PART-B

UNIT-I

- Q2 What do you mean by 'proposal' and 'acceptance'? Explain the essential terms of a valid acceptance with the help of illustrations and leading cases. (12.5)
- Q3 What do you understand by formation of contract? On October 1, Buyer mails a letter to Seller enclosing a purchase order form for specific equipment manufactured by Seller. The letter makes specific reference to the price listed in Seller's catalog. Is Buyer's communication an 'offer'? Discuss with relevant case laws in this regard. (12.5)

UNIT-II

- Q4 Define 'Consideration'. Discuss the exceptions to the rule 'an agreement without consideration is void'. Refer leading cases. (12.5)
- Q5 "Minority can only be claimed as a shield but not as a sword." Discuss the statement and mention the situations when a minor is responsible under the law of contract. (12.5)

UNIT-III

- Q6 What do you mean by 'consent to a contract'? Discuss the circumstances under which consent is said to be free. What is the effect of unconformed consent? Explain with the help of relevant cases. (12.5)
- Q7 "Time is the essence of the contract" Discuss. What would be the effect of breach of covenant as to time? Discuss the remedies available in case of breach of contract. (12.5)

UNIT-IV

- Q8 What do you mean by Quasi Contract? What are its distinctive features? Discuss the juridical basis of quasi contract with the help of suitable situations and decided cases. (12.5)
- Q9 Discuss the rights of the party who suffers the breach of contract- (12.5)
- In case a sum of penalty is stipulated.
 - In case where no sum of penalty is stipulated for.





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END TERM EXAMINATION

FIRST SEMESTER [LLB] NOVEMBER-DECEMBER 2019

Paper Code: LLB 103

Subject: Law of Contract-I
(Batch: 2014 Onwards)

Time: 3 Hours

Maximum Marks: 75

Note: Attempt all questions from part A. Select one question from each unit of Part B. Support your answers with relevant provisions and case laws.

PART-A

- Q.1. Write short notes on the following:
- Standard form of contract.
 - Ratification of minor's agreement.
 - Wagering agreements
 - Anticipatory breach
 - Penalty

(5x5=25)



PART-B

UNIT-I

- Q.2. What are the essentials of valid acceptance? When is acceptance considered to be revoked? Discuss in light of postal and online communication. (12.5)
- Q.3. Define proposal. What are the different kinds of offer? Support your answer with relevant case laws. (12.5)

UNIT-II

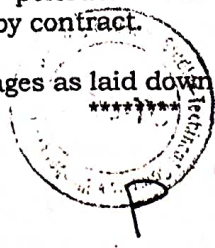
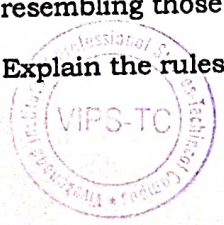
- Q.4. Explain the essentials of Consideration. Is Past Consideration a valid consideration? Support with the help of statutory provisions. (12.5)
- Q.5. Who are competent to contract? Explain the nature of minor's agreement in light of Mohori Bibee v. Dharmodas Ghose Case. (12.5)

UNIT-III

- Q.6. Define and differentiate between 'Fraud' and 'Misrepresentation'. 'A' sells by auction to 'B' a horse which 'A' knows to be unsound. 'A' says nothing to 'B' about horse's unsoundness. Decide the liability of 'A'. (12.5)
- Q.7. What are the grounds for 'Frustration of contract'? Mr. Sudhakar entered into contract to serve as a manager for 10 years and not to serve any professional engagement without employer's consent. A war broke out and he was called up for military services. After war, he undertook professional engagement and was sued by employer. Explain whether frustration of contract has occurred? If yes, when and if no, why not? (12.5)

UNIT-IV

- Q.8. Mrs. Anjala's retirement was due at the age of 55. She obtained a stay order contending that she was entitled upto 60 yrs. and remained in services beyond 55 yrs. before the matter was decided against her. Is she entitled for monetary benefits for overlapping periods? Discuss in light of certain relations resembling those created by contract. (12.5)
- Q.9. Explain the rules on damages as laid down in case of Hadley v. Baxendale. (12.5)



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END TERM EXAMINATION

FIRST SEMESTER [LLB] NOVEMBER-DECEMBER-2018

Paper Code: LLB-103

Subject: Law of Contract

(Batch-2014 Onwards)

Time : 3 Hours

Maximum Marks :75

Note: Attempt all questions from Part A. Attempt one question from each unit of Part B.

PART-A

Q1 Write short notes on the following:-

- Mistake
- Counter offer
- Online Contracts
- Quantum Merit
- Privity of Consideration

(5x5= 25)



PART-B UNIT-I

Q2 What are the essentials of Proposal mentioned in Indian Contract Act, 1872? How is offer different from invitation to offer? Support your answer with relevant case laws. (12.5)

Q3 "Acceptance is to an offer what a lighted match is to a train of gun powder. It produces something which can not be recalled or undone. But the powder may have laid till it has become damp or the man who laid the train may remove it before the match is applied". Explain this statement with help of judicial decisions. (12.5)

UNIT-II

Q4 "An agreement without consideration is void". Discuss the exceptions to this rule. (12.5)

Q5 What is the law relating to minor's agreement? Aman, a minor borrowed Rs. 50,000/ from Ankit on a fraudulent representation that he is a major. Aman spent the whole amount in a tour to South India. Decide the liability of Aman. (12.5)

UNIT-III

Q6 What do you mean by 'Fraud' in Indian Contract Act, 1872? How is fraud different from misrepresentation? Whether silence can amount to fraud? (12.5)

Q7 Discuss the doctrine of frustration. Discuss the instances of frustration of contract. Also, what are the instances in which contract is not held to be frustrated? (12.5)

UNIT-IV

Q8 Kiran, a tradesman leaves goods at Bimal's house by mistake. Bimal treats the goods as his own. Decide the liability of Bimal. Discuss the statutory provisions on Unjust Enrichment. (12.5)

Q9 Discuss the principle on damages laid down in Hadley V. Baxendale case with the help of statutory provisions. (12.5)

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END TERM EXAMINATION

FIRST SEMESTER [LLB] NOVEMBER – DECEMBER 2017

Paper Code: LLB-103

Subject: Law of Contract-I

Time: 3 Hours

Maximum Marks: 75

Note: Attempt any five questions including Q no.1 of Part A which is compulsory. Select one question from each unit of Part B.

PART-A

(5x5=25)

Q1 Write short notes on the following:-

- (a) Novation
- (b) Anticipatory Breach
- (c) Quasi Contract
- (d) Cross Offer
- (e) Fraud

PART-B

UNIT-I

Q2 "Acceptance must be something more than a mere mental acceptance." Comment on this statement with the help of decided case laws. (12.5)

Q3 Explain the postal rule with respect to communication of offer, acceptance and its revocation. 'A' makes an offer by a letter to 'B' on 01/11/2017. Two days after, 'A' revokes his offer through mobile message. The mobile message reaches 'B' after the letter. Will the offer be deemed to have been revoked? (12.5)

UNIT-II

Q4 Discuss the effect of illegal and immoral consideration with the help of relevant provisions of Indian Contract Act, 1872 and judicial decision. (12.5)

Q5 Discuss the law on competence of the parties to enter into a contract. Also examine the applicability of the principle of estoppel and restitution in case of minor's agreement. (12.5)

UNIT-III

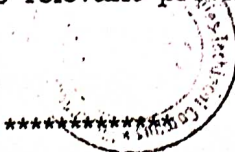
Q6 "Mere silence as to fact is not a fraud". Explain the meaning of 'fraud' 'misrepresentation' and 'mistake' with reference to the above statement and decided cases. (12.5)

Q7 Define the term 'consensus-ad-idem'. Discuss its relevance regarding the formation of a valid contract. Cite relevant case laws, if any. (12.5)

UNIT-IV

Q8 Compare and contrast 'performance of contract' and 'discharge of contract' under the relevant provisions of Indian Contract Act, 1872 and case laws. (12.5)

Q9 Discuss the principles laid down under the leading and well known case "Hadley v. Baxendale" with the relevant provisions of Indian Contract Act, 1872. (12.5)



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END TERM EXAMINATION

FIRST SEMESTER [LLB] DECEMBER-2015

Paper Code: LLB103

Subject: Law of Contract-I

Time: 3 Hours

Maximum Marks: 75

Note: Attempt any five questions including Q no.1 of Part A which is compulsory. Select one question from each unit of Part B.

PART-A

- Q1 Write short notes on any five of the following:- (5x5=25)
- (a) Standing offer
 - (b) Scope of online contracts
 - (c) Executory consideration
 - (d) Doctrine of unconscionability under undue influence.
 - (e) Time and place as essential element of contract
 - (f) Quantum meruit

PART-B

UNIT-I

- Q2 Critically analyze the consequences when an offer is made by a method of instantaneous communication keeping in mind the observation made in the judgement of Entores Ltd. v. Miles Far East Corporation. (12.5)
- Q3 (a) Though an offer may be made to the whole world, a contract can arise only by acceptance of the offer. Hence knowledge of the terms of the offer is essential for acceptance. Explain this principle with case laws. How can we differentiate between general offer and specific offer in this regard? (6)
- (b) What are challenges and critical issues in the practice of Standard Form of Contract? Explain with examples. (6.5)

UNIT-II

- Q4 Define the concept of public in contemporary world and how is it important for a lawful consideration in Indian Contract Act, 1872? Explain it with the help of leading cases and examples. (12.5)
- Q5 Vijay, aged 16 years was studying in an engineering college. On 1st March, 2014 he took a loan of 1 lakh rupees from Rahul for the payment of his college fees and agreed to pay by 30th May, 2015. Vijay possesses assets worth 10 rupees. On due date Vijay fails to pay back the loan to Rahul. Rahul now want to recover the loan from Vijay out of his assets. Whether Rahul would succeed? Decide referring to the provision of Indian Contract Act, 1872 and cases. (12.5)

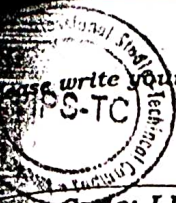
UNIT-III

- Q6 Differentiate between circumstances when silence amounts to fraud and silence does not amount to fraud with examples. Explain with cases. (12.5)
- Q7 Explain the doctrine of frustration which is an aspect of the law of discharge of contract by reason of supervening impossibility or illegality of the act agreed to be done? (12.5)

UNIT-IV

- Q8 Prateek, a ship owner, contracts with Arjun to convey him from Calcutta to Sydney in Prateek's ship, sailing on the first of January, and Arjun pays to Prateek, by way of deposit, one-half of his passage-money. The ship does not sail on the first of January, and Arjun, after being, in consequence, detained in Calcutta for some time, and thereby put to some expense, proceeds to Sydney in another vessel, and, in consequence, arriving too late in Sydney, loses a sum of money. What is the extent of the compensation Prateek is liable to pay? (12.5)
- Q9 What are the important features of quasi-contract? Explain the principle of unjust enrichment. (12.5)

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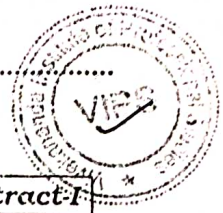
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END TERM EXAMINATION

22

FIRST SEMESTER [LLB] DEC.2014- JAN.2015



Paper Code: LLB-107 (Reappear)

Subject: Law of Contract-I

Time: 3 Hours

Maximum Marks: 75

Note: Attempt any five questions including Q no.1 of Part A which is compulsory. Select one question from each unit of Part B.

PART-A

Q1 Write short notes on any five of the following:-

(5x5=25)

- (a) Essentials of a valid contract
- (b) Privity of consideration
- (c) Mistake of Law
- (d) Quantum Meruit
- (e) Invitation to offer
- (f) Standard form contract



PART-B

UNIT-I

Q2 Ramnath makes an offer to Shamnath over his mobile phone from Kanpur. Shamnath instantaneously accepts the offer at Poona. Where is the contract completed? Discuss the law regarding communication of offer and acceptance in India with the help of decided case law. (12.5)

Q3 How can a proposal be revoked? When is the communication of a revocation complete? (12.5)

UNIT-II

Q4 Ashok's son goes missing. Trilok, on Ashok's request, agrees to trace his son for a consideration of Rs.1,00,000. Ashok, thereafter, announces a reward of a 50,000/- to anyone who traces his son. Incidentally, Trilok is able to trace the son of Ashok. Can Trilok claim Rs.50,000 as reward from Ashok? Justify your answer with the help of relevant provisions of Indian Contract Act, 1872 and case law, if any. (12.5)

Q5 Mohit lends his computer to Krishna, a minor, for his personal use for a period of 10 months. Krishna, in turn agrees to pay the charges @1000/- p.m. for using the system. After 10 months, Krishna refuses to pay the hire charges or to return the computer. Mohit files suit for recovery against Krishna. Decide in the light of position of minor under Indian Contract Act. (12.5)

UNIT-III

Q6 What is free consent? Discuss various factors vitiating such consent. What happens to those contracts where consent of the party is not free? (12.5)

Q7 There was a contract between P and Q wherein P would exhibit a film in Q's Cinema Hall on Nov. 30, 2009. The Cinema Hall of Q got destroyed in fire on Nov. 30, 2009 and its license to exhibit movie was suspended till it was reconstructed. P could not exhibit the film. Which doctrine is applicable here. Explain. (12.5)

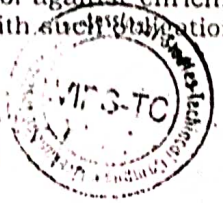
UNIT-IV

Q8 Write short notes on the following:-
(a) Remoteness of Damages
(b) Liquidated damages (2x6.25=12.5)

Q9 What are Quasi Contract? Explain theory of against enrichment alongwith the provisions of Indian Contract Act dealing with such situations. (12.5)



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END TERM EXAMINATION

FIRST SEMESTER [LLB] DEC.2014- JAN.2015

Paper Code: LLB103

Subject: Law of Contract-I (Batch 2014)

Time: 3 Hours

Maximum Marks: 75

Note: Attempt any five questions including Q.no.1 of Part-A which is compulsory. Select one question from each unit of Part-B.

PART-A

Q1 Write short notes on the following:-

(5x5=25)

- (a) Discuss essential elements of proposal.
- (b) Distinguish between void, voidable and valid agreement.
- (c) Discuss the nature of minor's agreement.
- (d) Distinguish between counter offers and cross offers.
- (e) Discuss the remedy of quantum merit.

PART-B

UNIT-I

Q2 Discuss the various rules regulating communication and revocation of acceptance with the help of case law. (12.5)

Q3 Discuss the essential elements of acceptance with the help of case law. (12.5)

UNIT-II

Q4 Define and discuss the essential elements of consideration with the help of case law. (12.5)

Q5 Who are competent to contract? Discuss with the help of case law. (12.5)

UNIT-III

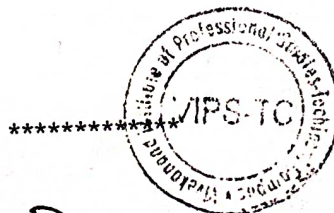
Q6 Distinguish between coercion and undue influence as vitiating elements on the formation of contract with help of case law. (12.5)

Q7 Discuss the various methods of discharging a valid contract with the help of case law. (12.5)

UNIT-IV

Q8 Discuss the rules regulating the determination of compensation as a remedy in case of the breach of contract with the help of case law. (12.5)

Q9 Discuss the essential elements of the right of reimbursement of a person paying money due by another, in the payment of which he is interested with the help of case law. (12.5)



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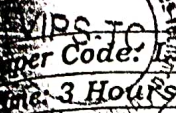
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SUPPLEMENTARY EXAMINATION

FIRST SEMESTER [LLB] SEPTEMBER 2014

23



Register Code: LLB107

Subject: Law of Contract-I

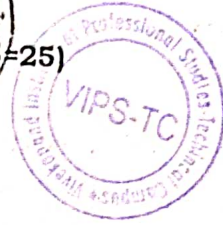
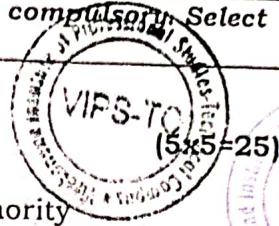
Maximum Marks: 75

Attempt any five questions including Part A which is compulsory. Select one question from each unit of Part B.

PART-A

Write short on any five of the following:-

- (a) Distinguish between Offer and Acceptance
- (b) Minor's liability for necessities supplied during minority
- (c) Distinguish between void and voidable agreement
- (d) Frustration of Contract
- (e) Invitation to treat.



PART-B

UNIT-I

While going his office, Harish always saw a van plying on the same route carrying passengers. No fare was mentioned anywhere on it. One day, under the impression that ride was for free, he boarded that van. While he was about to get down, the conductor asked for Rs.50. Harish refused to pay arguing that since there was no contract, he was under no obligation to pay. Decide with the help of relevant provisions and precedents. (12.5)

Explain the essential requirement of valid acceptance under the law of Contract. Substantiate your answer with suitable case law. (12.5)

UNIT-II

Explain the nature and effect of Minor capacity to enter into contract. Under what circumstances minor's estate will be liable for contractual obligation? (12.5)

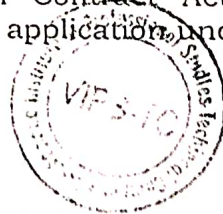
What is Consideration under Indian Contract Act? How privity of Contract and privity of consideration is application under Indian Law? (12.5)

UNIT-III

Write short notes on the following:-

- (a) Coercion and Undue Influence
- (b) Fraud and Misrepresentation

(6.25x2=12.5)



Unexpected heavy rains and hailstorm in Delhi in the month of September caused havoc. Due to that Salim could not fulfill his promise to supply requisite quantity of eggs from his poultry farm to 'Best bakery' in a nearby village. Best bakery suffered huge losses and sued Salim for breach of Contract. Discuss. (12.5)

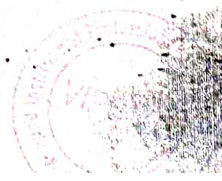
UNIT-IV

Write short notes on the following:-

- (a) Remoteness of Damages
- (b) Anticipatory Breach

(6.25x2=12.5)

One who has neither broken any contract nor committed any tort may be required by law to conform to some obligations. Discuss those situations as per Contract Act 1872. (12.5)





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END TERM EXAMINATION 25

SECOND SEMESTER [LLB] DECEMBER 2013-JANUARY 2014

Paper Code: LLB-107

Subject: Law of Contract - I
(2005-2013)



Time: 3 Hours

Maximum Marks: 75

Note: Part A is compulsory. Attempt one question from each unit of Part - B.

PART - A

Q.1 Write short notes (any five)

(5X5=25)

- (a) Invitation to offer
- (b) Standard form contract
- (c) Time as an essence of contract
- (d) Mistake
- (e) Quantum Meruit
- (f) Privity of contract



PART - B

UNIT - I

- Q.2 (a) How does the communication of proposal become complete? (7.5)
- (b) Rahul left his house on 12th Nov. 2012 in great depression. On 17th Nov. 2012, Shamlal sent his servant Ramu to find the boy. On 18th Nov. 2012, Shamlal announced a prize of Rs. 1 Lakh for the informer or the finder of Rahul. On 20th Nov. 2012, Ramu brought Rahul back from some far off place. On reaching home, Ramu got to know of the award and claimed for the same. On Shamlal's refusal, Ramu filed a case against him. Decide. (5)

OR

- Q.3 Discuss the essentials of a valid acceptance with the help of relevant case law and the provisions of the contract Act, 1872. (12.5)

UNIT - II

- Q.4 Anshul, a minor, misrepresents his age and obtains a cash loan from Mr. Suhail Khan pleading some necessity. He spends the money and refuses to pay later. Mr. Suhail Khan filed a case against Anshul for recovery of money advanced to him. Discuss liability of Anshul with the help of landmark judgements on the issue. (12.5)

OR

- Q.5 Define consideration. What are the essentials of a valid considerations? Is there any exception to the general rule. Explain. (12.5)

UNIT - III

- Q.6 Define consent and free consent. Discuss the factors that vitiate the free consent in formation of a contract. (12.5)

OR

- Q.7 Explain the modes of discharge of contract while citing precedents. (12.5)

UNIT - IV

- Q.8 Critically examine the doctrine of remoteness of damages in case of breach of contract. (12.5)

OR

- Q.9 Write short notes:
(a) Injunctions
(b) Quasi Contracts

(5)
(7.5)





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SUPPLEMENTARY EXAMINATION

FIRST SEMESTER [LLB] SEPTEMBER-OCTOBER 2013

Paper Code: LLB-107

Subject: Law of Contract-I

Time: 3 Hours

Maximum Marks: 75

Note: Part A is compulsory. Attempt any one question from each unit in part B.

PART - A

- Q.1 Write short notes: any five
- (a) Invitation to offer
 - (b) Standard form contract
 - (c) Mistake
 - (d) Quantum Merit
 - (e) Void Agreement
 - (f) Exceptions when agreement without consideration is valid

(5X5=25)

PART- B UNIT - I

- Q.2 A's dog 'Tommy' is missing and he announces a reward for anybody who brings the lost dog back. 'B' a close friend to 'A', found the dog without knowing about the reward. But once he comes to know of the same, he claims the amount of reward from A. Decide and give reasons in support of your answer.

OR

- Q.3 Discuss the rules regarding communication of acceptance in Indian law with special reference to Bhagwan Das Kedia Girdhari Lal AIR 1966 SC 543. (12.5)

UNIT - II

- Q.4 What is the nature of an agreement entered into by a minor? Discuss the remedies available to the other party in such agreements. Support your answer with relevant case laws and provisions of the contract Act, 1872. (12.5)

OR

- Q.5 Write notes on the following:
- (a) Privity of Contract
 - (b) Consideration and its essentials

UNIT - III

- Q.6 Define 'Free Consent'. What are the factors that can vitiate free consent. What happens to an agreement if the consent is caused by anyone of the vitiating factors. Explain. (12.5)

OR

- Q.7 (a) What are the ways in which a contract stands discharged. (6)
(b) Explain the doctrine of frustration and exceptions to it. (6.5)

UNIT-IV

- Q.8 The injured party has a right to recover compensation for the loss or damage caused to him by breach of contract.' Elaborate with the help of case law. (12.5)

OR

- Q.9 Write notes:
- (a) Injunction and specific performance (6.5)
 - (b) Liquidated damages (6)

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