

FACULTY OF LAW

LL.B. (3-YDC) I Year I Semester Examination, February / March 2013

Subject: LAW

Paper - I

Law of Contract - I

Time: 3 Hours

Max.Marks: 80

**PART - A** (5x6 = 30 Marks)  
Answer any five of the following.

1. Lapse of offer
2. ✓ Voidable contract
3. Undue influence
4. ✓ Privity of contract *Dunkop 1*
5. ✓ Novation
6. ✓ Wagering agreement
7. ✓ Joint promisors *40 to 45*
8. ✓ Temporary injunction

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**PART - B** (2x15 = 30 Marks)  
Answer any two of the following.

9. ✓ "All contracts are agreements but all agreements are not contracts" - Discuss.
10. Define consideration and discuss the essential elements of consideration.
11. "An agreement in restraint of trade is void". Discuss the statement with exceptions if any.
12. ✓ Discuss various kinds of quasi contracts.

**PART - C** (2x10 = 20 Marks)  
Answer any two of the following.

13. ✓ B gave his acceptance to an offer given by A through electronic medium. When is the communication of acceptance is said to be complete.
14. A promises to pay a time barred debt to B. Can it be a good consideration to enforce A's promise.
15. ✓ X a postman wrongly delivered a parcel to Y which is addressed to Z. Can Y appropriate the parcel? What is his liability?
16. A promises to buy a bike to his son if B secures a first class in the exams. Can B file a suit for breach of promise if A fails to fulfill his promise?

**FACULTY OF LAW**

L.L.B. (3 YDC) I – Year I – Semester Examination, March / April 2014

**Subject : LAW**

**Paper – I: Law of Contract – I**

**Time : 3 hours**

**Max. Marks : 80**

**PART – A (5 x 6 = 30 Marks)**

**Answer any Five of the following.**

- 1 Lapse of Offer
- 2 Offer and invitation to treat
- 3 Standard form of Contract
- 4 Quantum Meruit
- 5 Novation
- 6 Joint promisors
- 7 Duty to mitigate
- 8 Perpetual injunctions

**PART – B (2 x 15 = 30 Marks)**

**Answer any Two of the following.**

- 9 Define contract and explain the essentials of the valid contract.
- 10 "A contract cannot be enforced by a stranger". Discuss the statement with exceptions if any.
- 11 "An Agreement in restraint of Trade is void". Discuss the statement with exceptions.
- 12 Discuss the law relating to quasi contracts in India.

**PART – C (2 x 10 = 20 Marks)**

**Answer any Two of the following.**

- 13 'A' a minor entered into a contract with 'B' a money lender and mortgaged his house for Rs.20,000 by misrepresenting himself as a major. After knowing the fact that A is a minor, B wants to cancel the contract and recover the money advanced to A. Advise B.
- 14 'A' a singer promised to perform a concert in B's theater. But, one day before the performance A met an accident which made her fail to perform the promise. B wants to claim damages against A for breach of contract. Decide.
- 15 'X' finds a purse on the road, lost by Y. What is liability of X towards Y?
- 16 A promised to supply some fruits to B on 1<sup>st</sup> January 2013. But, A on 20<sup>th</sup> December 2012 expressed his inability to deliver the goods. What is the remedy available to B against A.

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**FACULTY OF LAW**

**LL.B. (3 YDC) I – Year I – Semester Examination, February / March 2015**

**Subject : LAW**

**Paper - I**

**Law of Contract - I**

**Time : 3 hours**

**Max. Marks : 80**

**PART – A (5 x 6 = 30 Marks)**  
**Answer any Five of the following**

- 1 Reciprocal promises
- 2 Standing tender
- 3 Quantum Meruit
- 4 Wagering Agreement
- 5 Quasi-Contract
- 6 Liquidated damages
- 7 Uberrimae fidei
- 8 Anticipatory breach

**PART – B (2 x 15 = 30 Marks)**  
**Answer any Two of the following**

- 9 Explain "The law of contracts is not the whole law of agreements nor is it the whole law of obligations".
- 10 Under what circumstances a contract is said to be induced by undue influence? State the difference between coercion and undue influence.
- 11 Discuss the law relating to the enforcement of contingent contracts.
- 12 "An agreement with a minor is absolutely void in India". Discuss.

**PART – C (2 x 10 = 20 Marks)**  
**Answer any Two of the following**

- 13 'X' promises to drop a prosecution which he instituted against B as B had committed extortion. How ever B gives an undertaking that he shall repay the money and things which he took away through extortion. Examine the legal position of such on agreement.
- 14 'A' proposes, by a letter to sell his house to 'B' at a certain price. B accepts A's proposal by a letter sent by post. Explain the legal position and when acceptance is complete?
- 15 A promises B to sell his car for Rs.1,50,000 on a certain date. B agrees to pay the price on receipt of the car. A refused to sell his car to B. Explain the future consequences in the above agreement.
- 16 'A' pays B Rs.10,000/- in consideration of 'B's promise to marry 'C', A's daughter. C dies before marriage? Explain the fate of 'B' with suitable examples.

**FACULTY OF LAW**

LL.B. (3 YDC) I -Year I–Semester Examination, August / September 2015

Subject: L A W

Paper – I : Law of Contract - I

Time : 3 Hours

Max. Marks : 80

**PART – A (5x6=30 Marks)****Answer any FIVE of the following:**

- 1 Executory contract
- 2 Specific tender
- 3 Privity of contract
- 4 Death promisor
- 5 Illegal Agreement
- 6 Implied offer
- 7 Pardanashin woman
- 8 Exemplary damages

**PART – B (2x15 = 30 Marks)****Answer any TWO of the following questions:**

- 9 Define the term "offer". An acceptance must be absolute, and must correspond with the terms of offer". Discuss with suitable examples.
- 10 A contract induced by undue influence is voidable. Discuss.
- 11 What do you understand by competency of parties? State the position of a minor in detail.
- 12 What is discharge of contract? When does a contract terminate by operation of law?

**PART – C (2x10 = 20 Marks)****Answer any TWO of the following questions:**

- 13 A gives an offer to 'B' for the sale of a house. Before 'B' gives his acceptance 'A' revokes his offer. Examine the legal position.
- 14 'A' offers to sell his cycle to B for Rs.1,000. B offers to buy it for Rs.750/- A refuses to sell. B then tells "A".  
" I accept your offer and shall purchase the cycle for Rs.1000/-" Is A bound to sell the cycle to "B" for Rs.1000/-
- 15 'A' is indebted to 'B' and B to C. By mutual agreement B's debt to 'C' and A's debt to B. Is cancelled and C accepts 'A' as his debtor. Explain the above situation with suitable legal provisions.
- 16 'A' promises 'B' to pay Rs.10,000/- to 'C' 'A' does not pay the amount to 'C'. 'C' can't take action against 'A'. Explain the legal implications.

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**FACULTY OF LAW**

**LL.B. (3 YDC) / LL.B Honours (3 YDC) I – Year I – Semester Examination,  
February / March 2016**

**Subject: LAW**

**Paper – I : Law of Contract – I**

**Time: 3 Hours**

**Max.Marks: 80**

**PART – A (5x6 = 30 Marks)  
Answer any Five of the following.**

- 1 Invitation to offer
- 2 Revocation of acceptance
- 3 Standard form of contract
- 4 Undue influence
- 5 Wager agreement
- 6 Finder of lost goods
- 7 Duty to mitigate
- 8 Injunctions

**PART – B (2x15 = 30 Marks)  
Answer any Two of the following.**

- 9 "An agreement without consideration is void". Discuss the statement with exceptions.
- 10 Explain the effects of agreement with a minor.
- 11 What are the different kinds of damages? How liquidated damages are different from penalty?
- 12 What is a specific relief? Under what circumstances specific relief is granted.

**PART – C (2x10 = 20 Marks)  
Answer any Two of the following.**

- 13 A offers through a letter to sell his car to B for Rs. 15,000/- B, at the same time offers by a letter to buy A's car for Rs. 15,000. The two letters cross each other in post. Is there a concluded contract between A & B?
- 14 A promises a subscription of Rs. 5000 to Cyclone Relief Fund. He does not pay. Is there any legal remedy against him?
- 15 A, an old man of feeble sight, signed a bill of exchange thinking it was a guarantee. There was no negligence on the part of A. Is A liable?
- 16 A, B, and C jointly promise to pay D Rs. 3,000. A and B are untraceable. Can D compel C to pay him in full?

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**FACULTY OF LAW**

**Subject: L A W**

**Paper – I : Law of Contract - I**

**Time : 3 Hours**

**PART – A (5x6=30 Marks)**

**Max. Marks : 80**

**Answer any FIVE of the following:**

- 1 What is an agreement?
- 2 Executory contract
- 3 Minor as a shareholder
- 4 Wagering contract
- 5 Remote damages
- 6 Quasi contract
- 7 Quantum Meruit
- 8 Novation

**PART – B (2x15 = 30 Marks)**

**Answer any TWO of the following questions:**

- 9 "All agreements are not contracts, but all contracts are agreements". Discuss.
- 10 "Parties to a contract must be competent to contract". Explain.
- 11 Define the term contingent contract. Discuss the rules relating to contingent contracts.
- 12 State various ways in which a contract may be terminated.

**PART – C (2x10 = 20 Marks)**

**Answer any TWO of the following questions:**

- 13 'A' invites 'B' to dinner. B accepts the invitation but does not turn up at the dinner. Can 'A' sue 'B' for the loss he has suffered.
- 14 'X' a minor borrowed from 'Y', a sum of Rs. 10,000 the payment of the loan was guaranteed by 'Z' who is a major. 'X' refuses to pay. Can Y hold 'Z' liable for the money.
- 15 'M' an old man of poor sight endorsed a bill of exchange of Rs. 10,000/- thinking that it was a guarantee. Is 'M' liable to pay the amount.
- 16 'X' agreed to let his hall to 'y' for some public entertainment on 1<sup>st</sup> August 2014. On 20<sup>th</sup> July, 2014 the hall was destroyed by fire- Discuss the rights of 'X' and 'y'.

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Code No. 15101

**FACULTY OF LAW**

(3 YDC) / LLB (Hon.) (3YDC) I Year I - Semester Examination, February 2019

**Subject: Law**

**Paper I: Law of Contract - I**

**Time: 3 Hours**

**Max. Marks: 80**

**PART – A (5X6=30 Marks)**

**(Short Answer Type)**

**Note: Answer any five of the following**

1. Counter offer ✓
2. Exceptions to Privity of contract
3. Free consent ✓
4. Contingent contract ✓
5. Appropriation of Payments
6. Doctrine of Frustration ✓
7. Remedies for breach of contract ✓
8. Rectification of instruments.

**PART – B (2x15 = 30 Marks)**

9. Discuss briefly the rules relating to communication of acceptance and revocation of acceptance.

10. Explain the Essential conditions of valid contract. ✓

11. What are quasi contracts? What are the provisions Indian contracts Act, 1872? ✓

12. Explain in detail temporary and perpetual injunctions and distinguish between mandatory and prohibitory injunctions. ✓

**PART – C (2x10 = 20 Mark)**

**Answer any two of the following**

13. Mr. Lal offers to donate Rs.50,000/- to the orphanage. The orphanage accepts the offer. Can the orphanage recover the amount through Court of law, if Mr. Lal fails to pay the amount?

14. Mr. Pradeep hired a godown from Mr. Dinesh for a period of ten months and paid the whole rent to him in advance. After four months, the godown was destroyed by fire and Pradeep claimed a refund of a proportionate amount of the rent. Is the claim valid?

15. Ramu sells the good will of his shop to Shyam For Rs. 2,00,000/- and promises not to carry on such business for ever and anywhere in India. Is this agreement valid?

16. 'A' is the owner and possessor of a flat in an apartment. 'B' alleges that he is the owner of the flat and requires 'A' to deliver it to him. Discuss the remedies available to A under the specific Relief Act.

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**FACULTY OF LAW**

**LL.B (3 YDC)/ LL.B. (Hons.)(3 YDC) I Year I Semester (Backlog) Examination,  
August / September 2019**

**Subject : Law**

**Paper – I : Law of Contract – I**

**Time: 3 Hours**

**Max. Marks: 80**

**PART – A (5 x 6 = 30 Marks)**

**(Short Answer Type)**

**Note: Answer any five of the following**

1. Free consent
2. Contingent contract
3. Novation
4. Wagering agreements
5. Effect of Minor's Agreement
6. Liquidated damages
7. Declaratory decrees
8. Anticipatory Breach.

**PART – B (2 x 15 = 30 Marks)**

**Answer any TWO of the following questions:**

9. A stranger to contract cannot sue, but a stranger to consideration can sue-Explain.
10. Two or more persons are said to consent when they agree upon something in the same sense" Explain this statement and give illustrations.
11. What are the various modes of discharge of a contract?
12. Explain briefly about the specific performance of contract.

**PART – C (2 x 10 = 20 Marks)**

**Answer any TWO of the following questions:**

13. 'A' is a minor, represents to 'B' that he is a major and borrows a sum of 1, 00, 000/- from B and deposits in a bank account subsequently. A becomes major. B sues for recovery of the amount. Decide.
14. D lived as a paying boarder with a family . He agreed with the members of the family to share prize money of a newspaper competition. The entry sent by D won a Prize of \$750. He refused to share the amount won. Can the members of the family recover their shares.
15. A and B two Hindu brothers, decided the family property between them and agreed at the time of partition that they should contribute a sum of Rs.10,000 in equal shares and invest it in the security of Immovable property and pay the intercasts towards the maintenance of their mother. Can the mother compel her sons to have the amount invested as settled in her favour.
16. 'X' a physician practicing in New Delhi, took Y as his assistant for three years during which Y agreed not to practice of his own in New Delhi. At end of a year from the date of agreement with X, Y began his own independent practice while still in service. Has X any legal remedy against Y.



**FACULTY OF LAW**  
**LL. B (3YDC) (Hon.) / LLB (3 YDC) I-Year I-Semester Examination,**  
**February / March 2020**

**Subject: Law**

**Paper- I : Law of Contract-I**

**Time: 3 Hours**

**Max. Marks:80**

**PART – A (5x6 = 30 Marks)**

**Answer any Five of the following**

1. Essentials of a valid contract
2. Doctrine of privity of contract
3. Fraud
4. Wagering agreement
5. Appropriation of payments
6. Rights of finder of lost goods
7. Remedies for breach of contract
8. Declaratory Decrees

**PART – B (2x15 = 30 Marks)**

**Answer any Two of the following**

9. Define 'consideration' and explain the exceptions to the rule that a contract without consideration is void.
10. What is the effect of agreements made by persons not qualified to contract and what are the contracts with a minor to be valid?
11. Examine the various ways in which a contract may be discharged.
12. Explain in detail the various kinds of Injunctions.

**PART – C (2x10= 20 Marks)**

**Answer any Two of the following.**

13. Mr. Arun offers by a letter to sell his car to Mrs. Radha for Rs.80,000/-. Mrs. Radha at the same time offers by a letter to buy Arun's car for 80,000/-. The two letters cross each other in the post. Is there a concluded contract between Mr. Arun and Mrs. Radha?
14. Mr. Balu tells his wife that he would commit suicide, if she did not transfer her personal assets to him. She does so under this threat. Can the wife avoid the contract?
15. 'X' saves the property of 'Y' from fire intending to do so gratuitously. Subsequently he claims compensation from 'Y' on the ground that 'Y' enjoyed the benefit of 'X' services. Will X succeed the case?
16. Mr. Rahim contract to sell a plot to Mr. Ganesh for Rs.2 Lakh. Mr. Rahim afterwards conveys that plot for Rs.3 Lakh to Mr. Sudheer who has notice of the earlier contract. Can Mr. Ganesh file a suit for specific performance of the contract against Mr.Sudheer?

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**FACULTY OF LAW**

**B.A.L.L.B. (5 YDC) / BBA LLB(5 YDC) / B.Com. (5 YDC) II -Year III-Semester  
Examination, October / November 2020**

**Subject: L A W**

**Paper – IV : Law of Contract – I**

**Time : 2 Hours**

**Max. Marks : 80**

**PART – A (4x10=40 Marks)**

**Answer any FOUR of the following:**

- 1 Revocation of Offer
- 2 Standard form of contract
- 3 Undue Influence
- 4 Wagering agreements
- 5 Discharge by Nonation
- 6 Anticipatory Breach
- 7 Kinds of damages
- 8 Declaratory decrees

**PART – B (1x20 = 20 Marks)**

**Answer any One of the following questions:**

- 9 "An agreement enforceable by law in a contract" – Comment.
- 10 Who are competent to contract? Discuss the effects of minor's agreement.
- 11 Explain about the juridical basis of Quasi Contracts with distinctive features of such contracts.
- 12 What is the meant by injunction? Examine the differences between temporary and perpetual injunctions.

**PART – C (1x20 = 20 Marks)**

**Answer any One of the following questions:**

- 13 Mr. Raju has agreed to sell his car to Mrs. Laxmi for Rs.80,0000/-. However the car is burnt by fire accident before its delivery to Mrs. Laxmi. Now, Mrs. Laxmi has filed a suit for breach of contract against Mr. Raju. Decide.
- 14 Mr. X, a minor, represents to Mr. Y that he is a major and borrows Rs.20,000/- by executing a pronote. By the time the demands for repayment, Mr. X becomes a major. X fails to pay the borrowed amount. Can Y file a suit for recovery of money against X?
- 15 Anand promises Balu to drop a prosecution which he instituted against Balu for robbery and Balu agreed to restore the value of things robbed. Is this agreement enforceable?
- 16 'A' is a trustee of land with powers to lease it for three years. He agrees with 'B' to lease the same for three years and renew the agreement after the expiring. Will the agreement be specifically enforced?