

QP Code : 25919

(3 Hours)

[Total Marks : 100]

- N.B. :** (1) All questions are compulsory
(2) Figure to the right indicate full marks

1. Answer the following (not more than two sentences) 20
 - a. What is 'Promise' as defined under the Indian Contract Act?
 - b. When can a Proposal be revoked?
 - c. When is Consent said to be free?
 - d. Can a minor person on attaining the age of majority ratify an agreement entered into during his minority?
 - e. What is a Contingent Contract?
 - f. Give two exceptions to an agreement in restraint of legal proceedings.
 - g. What is Coercion as defined under the Indian Contract Act?
 - h. What is temporary injunction?
 - i. Under what conditions can a court order cancellation of an instrument?
 - j. What is trust, as defined under Specific Relief Act?
2. Write short notes on (any four). 20
 - a) Time is the essence of contract
 - b) Consideration must be real but need not be adequate
 - c) Government Contracts
 - d) Anticipatory breach of contract
 - e) Declaratory Decree
 - f) Recovery of possession of immovable property
3. Answer the following giving reasons (any two) 12
 - a) Akash invited his friend Ravi for dinner to his house on Sunday. Ravi agreed. However, Ravi did not go for the dinner. Akash filed a case against Ravi for compensation of the cost of the unconsumed food.
 - i) What is 'Proposal' as defined under Indian Contract Act?
 - ii) State with reasons whether Akash would succeed.

b) A, contracts with B to sell railway shares of a particular description. The shares are not easily available in the market. Subsequently A denies selling them to B.

i) What is Specific Performance of Contract?

ii) Can B be granted a decree for specific performance of the above contract?

c) A purchased a lorry from B. B told A that the lorry is in good condition, however, A found many defects in the lorry during the first journey. When A complained about it, B offered to bear half of the repairing expenses, to which A agreed. In the second journey the lorry completely broke down. A filed a suit against B to revoke the contract.

i) What is the consequence when the consent to an agreement is caused by fraud?

ii) Will A succeed in the above case?

4. Answer the following (any four)

a. "All the contracts are agreements but all the agreements are not contracts" Discuss.

b. Discuss the Doctrine of Frustration of Contract the help of decided cases.

c. Define Void Agreements? State and explain briefly the agreements, which are expressly declared void under the Indian Contract Act?

d. "Certain relations resembling those created by contract". Discuss in the lights of provisions of Indian Contract Act.

e. When can an instrument be rectified? Who can claim the remedy of rectification?

f. Discuss contracts, which cannot be specifically enforced under Specific Relief Act.