

May 2017

Q.P. Code : 03434

:: Three Hours]

[Total Marks:100]

- Please check whether you have got the right question paper.
- N.B: 1. All questions are compulsory.
2. Figure to the right indicate full marks.

Answer the following (not more than two sentences)

Marks 20

- What is 'promise' as defined under Indian Contract Act?
- Who is competent to enter into contract?
- What is free consent?
- What is the effect of mutual mistake of fact under Indian Contract Act?
- What is the effect of an agreement, the meaning of which is not certain?
- When two or more persons make a joint promise, whom can the promisee compel to perform the promise?
- What is the effect of negligence of promisee to afford promisor reasonable facilities for the performance?
- What is 'settlements' as defined under Specific Relief Act?
- What is mandatory injunction?
- When can an instrument be rectified?

Write short notes (any four)

Marks 20

- Doctrine of fundamental breach of contract under Standard form of Contracts.
- Agreement in restraint of trade
- Undue influence
- Appropriation of payment
- Recovery of possession of immovable property
- Discretion as to decreeing specific performance

Answer the following with reasons (Any two)

Marks 12

- A purchased a steamer ticket. On the back of the ticket a condition has been printed that the company will not be liable for loss or injury to the passenger or his luggage. On the face of the ticket there was no indication that some conditions have been printed on the back of the ticket. The luggage of A is lost due to negligence of the crew member.
 - What is 'reasonable notice of terms' in case of standard form of agreements?
 - Can the company be held liable for the loss?
- A accepts a Vakalatnama from B to represent B in a certain suit. Later on B promises that if the suit is decided in his favor then he will give RS.50,000/- extra as a reward over and above the fees already fixed. The suit is decided in favor of B, but B refused to pay the amount of reward to A.
 - What is 'consideration' as defined under Indian Contract Act?
 - Is B bound to pay the amount of reward to A?
- A and B contract to become partners in a specific business. The duration of partnership is not specified in that contract.
 - What is specific performance of contract?
 - Can above contract of partnership be specifically enforced?

TURN OVER

Q.P. Code :03434

Q.4 Answer the following (any four)

- a) Define void agreement. State and explain briefly the agreements which are expressly declared void under Indian Contract Act.
- b) Discuss the law relating to wagering agreements.
- c) What is a contingent contract? Discuss the law relating to enforcements of contingent contracts.
- d) What is breach of contract? Discuss the principles on which the court awards damages for breach of contract.
- e) What is rescission of a contract? When can rescission be adjudged or refused?
- f) Under what circumstances can a court order for cancellation of an instrument? How is cancellation of an instrument different from rectification of an instrument?