

( 3 Hours )

[Total Marks : 100

- N. B. (1) All question are compulsory  
(2) Figure to the right indicates full marks.

1 Answer the following (not more than two sentences) (20)

- When can a proposal be revoked?
- Define consideration under Indian Contract Act.
- Whether an article displayed in a shop with price-tag attached to it an offer?
- Who is said to be of sound mind under Indian Contract Act?
- What is the effect of mistake of law under Indian Contract Act?
- What is the effect of an agreement in restraint of marriage?
- What is the obligation of a person who has received any advantage under a contract. which becomes void?
- What is 'trust' as defined under Specific Relief Act?
- What is the limitation period for filing suit under section 6 of Specific Relief Act?
- Who can institute a suit to have the instrument rectified?

2. Write short notes on (any four).

- Government Contracts
- Agreement in restraint of legal proceedings
- Contingent Contracts
- Agreement by way of wager
- Alternative relief in a suit for specific performance
- Mandatory injunction

(20)

3. Answer the following giving reasons ( any two)

(12)

- A, who is 16 years old, borrowed Rs. 20,000/- from B and executed a promissory note in favour of B. After attaining the age of majority, he replaced the old promissory note by a new promissory note in favour of B.
  - Who is competent to contract?
  - Can B enforce the new promissory note from against A?
- A was directed by the court to furnish the surety of Rs. 15,000/- under Criminal Procedure Code. A gave the said amount to B and persuaded him to become a surety. After expiry of the period of surety the amount was reimbursed to B. A asked B to return the said amount however B refused to do so
  - What is unlawful consideration?
  - Will A succeed in the above case?

- c. X, an attorney, induces his client Y, a Hindu widow to transfer property to him for defrauding Y's creditors. Y thereafter files a suit for rescission of the instrument of transfer.
- What is rescission of contract?
  - Will Y succeed?
4. Answer the following (any four) (48)
- Discuss the law relating to communication of proposal, acceptance and revocation of proposal & acceptance. How can a proposal be revoked?
  - Explain the doctrine of privity of contract with relevant cases and state exceptions to the doctrine?
  - "An agreement in restraint of trade is void" – discuss and state exceptions if any.
  - "If a contract is broken, the law endeavors, so far as money can do it, to place the injured party in the same position as if the contract has been performed." Comment.
  - What is the object of summary remedy provided under Section 6 of Specific Relief Act?
  - What are the different types of injunctions under Specific Relief Act? When can an injunction be refused?