

JUNE/JULY 2015

Time: 3 Hours

Max.Marks:100

1. Define offer and acceptance and explain the rules regarding their revocation. **(Refer Page No. 45)**
2. “An agreement without consideration is void”. Comment and state exceptions. **(Refer Page No. 84)**
3. Who are competent to contract? Discuss the effects of minor’s agreement. **(Refer Page No. 99)**
4. What is coercion? Explain the effect on consent to contract with the help of decided cases. **(Refer Page No. 115)**
5. What are agreements are said to be void? Explain with illustrations. **(Refer Page No. 179)**
6. Explain the grounds of impossibility of performance of contract. **(Refer Page No. 206)**
7. Explain the provisions relating to recovery of movable and immovable property. **(Refer Page No. 309 & 313)**
8. Write short notes on any two of the following:
 - a. General offer. **(Refer Page No. 32)**
 - b. Reciprocal promises. **(Refer Page No. 203, 219)**
 - c. Injunction. **(Refer Page No. 344)**
- 9. Solve any two of the following:**
 - a. Prakash has agreed to sell his bike to kiran for Rs.20,000. However the bike is destroyed by fire before it is delivered to kiran. Now kiran has filed suit for breach of contract against Prakash. Decide.**(Refer Contract-I, Volume-II Separate Book)**

- b. A, a minor fraudulently represents to a money lender that he is a major and executed a mortgage deed for Rs.10,000. Can the money lender recover the money and damages for fraudulent misrepresentation? **(Refer Contract-I, Volume-II Separate Book)**
- c. 'A' a postman delivers a parcel at B's house by mistake and the parcel actually belongs to 'C'. 'B' refuses to return this. Discuss the liability of 'A' and 'B'. **(Refer Contract-I, Volume-II Separate Book)**



DECEMBER - 2015

Time: 3 Hours

Max.Marks:100

1. Define offer. Explain the rules relating to valid offer with the help of decided cases. **(Refer Page No. 31)**
2. Who are competent to contract? Discuss the effects of minor's agreement. **(Refer Page No. 13 & 101)**
3. Explain 'fraud' and distinguish it from 'mis representation'. **(Refer Page No. 135)**
4. Discuss the effects of supervening impossibility on the performance of contract and explain exceptions, if any. **(Refer Page No. 206)**
5. Explain the doctrine of public policy. How agreement in restraint of trade becomes void? Explain with exceptions. **(Refer Page No. 166)**
6. Explain the principles governing the assessment of damages for breach of contract. **(Refer Page No. 266)**
7. What is specific performance of contract? When contracts are specifically enforceable? **(Refer Page No. 304 & 316)**
8. **Write short notes on any two:**
 - (a) Privity of contract. **(Refer Page No. 74)**
 - (b) Devolution of joint rights and liabilities. **(Refer Page No. 216 & 214)**

(c) Declaratory decrees. **(Refer Page No. 341)**

9. Solve any two of the following problems:

(a) Mr. 'A' posts his proposal letter to sell his house to Mr. 'S' on 16th December 2015. 'B' receives this proposal letter on 18th Dec 2015, and on the same day 'B' posts his letter of acceptance. Thereafter 'B' sends a telegram revoking his acceptance on 19th December 2015. A receives 'B's acceptance letter on 19th December 2015 telegram on 20th December 2015. Is there a contract between 'A' and 'B'. **(Refer Contract-I, Volume-II Separate Book)**

(b) 'A' is a cotton supplier who contracts to sell 500 bales of cotton to a fabric manufacturer 'B' on a fixed day. A knows nothing about 'B's business requirement and mode of operating business. 'A' fails to supply the promised cotton and as a result B had to keep his mill closed for three days. 'B' claims for the damages not only for the breach of contract but also loss caused to him due to closure of Mill for three days. Advise Mr. 'B'. **(Refer Contract-I, Volume-II Separate Book)**

(c) Mr 'A', a law student finds a man 'B' on a highway in an unconscious state, immediately as a philanthropist he made an agreement to shift him to a nearby private hospital and got him medically treated by spending money out of his pocket. But later 'B' refuses to pay the expenses incurred on him. Advice 'A'. **(Refer Contract-I, Volume-II Separate Book)**

