

CONTRACT – I

JUNE 2017

1. Define “Acceptance”. State the rules as to the communication and revocation of acceptance.
2. Explain the doctrine of privity of contract. State the exceptions, if any.
3. Explain the law relating to undue influence. State the effects of the same on contract.
4. “Agreement in restraint of trade is void”. Discuss this statement and state the exceptions.
5. Explain the different modes of discharge of contract.
6. Explain general damages and special damages with the help of decided cases.
7. Explain the circumstances in which courts cannot grant injunctions.
8. Write short notes on any two:
 - (a) Capacity to contract.
 - (b) General offer.
 - (c) Contracts which can be specifically enforced.
9. Solve any two of the following problems.
 - (a) Gajanan picks up a certain item with price label in a self-serving store and when comes to the counter to pay the cash, the manager declines to sell the item on the ground that it is kept only as a sample. Gajanan wants to sue for breach of contract. Advise him.
 - (b) ‘A’ supplied the necessaries suitable to their conditions in life to the wife and children of ‘B’, who was lunatic. ‘A’ sues ‘B’s wife for the recovery of the price of goods supplied try him. Decide.
 - (c) Ram’s son Ganesh was missing and hence he ordered his servant Hanumant to search Ganesh in different towns and cities. There after Ram published in a local newspaper that a reward of rupees one lakh will be given to anyone who finds Ganesh. Hanumant finds Ganesh and returns him to Ram, but was not aware of the reward.

Subsequently Hanumant came to know of the reward and claims it from Ram. Ram refuses to give the reward. Hanumant files a suit against Ram to recover the reward. Decide.

CONTRACT – I
DECEMBER 2017

1. Explain offer and acceptance. Can they be revoked?
2. Define consideration. Explain its exceptions.
3. Define Fraud and distinguish from misrepresentation.
4. Explain contingent contracts. Distinguish it from wagering agreement.
5. Explain the Law relating to time and place for performance of contract.
6. Critically examine the discharge of contract by impossibility of performance.
7. What are the remedies available for a breach of contract.
8. Write short notes on any two:
 - (a) General offer.
 - (b) Quasi contract.
 - (c) Coercion.
9. Solve any two problems.
 - (a) A musical hall was agreed to be let out on a certain day. But before that day it was destroyed by fire. Discuss the consequences.
 - (b) Rosy and her husband Robert to buy her a diamond necklace and that if he doesn't, she would leave him. Robert agrees to buy in 6 months. But after 3 months they divorce. Can Rosy enforce the contract?
 - (c) 'A' contracts with 'B' to kill 'C', for a sum of Rs. One lakh. 'B' kills 'C'. 'A' refuses to pay. Discuss.
