

CONTRACT – I

(OLD/NEW BATCH)

JUNE/JULY 2018

1. Define 'contract' and explain the essentials of a valid contract.
2. Define 'consideration' and explain the essentials of consideration with reference to decided cases.
3. Explain the provisions relating to legality of object and consideration.
4. Explain in brief the various modes of discharge of contracts.
5. Explain relations resembling to those created by contract (Quasi Contracts)' with reference to provisions of the Indian Contract Act, 1872.
6. Explain the law relating to validity of agreements in restraint of trade.
7. What is a specific relief? Explain what contracts can be specifically enforced.
8. Write a short note on any two of the following:
 - (a) Silence as fraud vitiating the consent of the party.
 - (b) Position of a minor to make a contract.
 - (c) Doctrine of frustration and impossibility of performance.

9. Solve any two of the following problems:

(a) A issues a pamphlet to pay Rs. 5000/- to anyone who brings to him his missing son. Two friends were sitting in a café and reading this pamphlet and discussing about it. The waiter overheard this transaction and understood the offer. The waiter found the missing boy and took him to A. On claim of reward announced. A contends that this offer was not made to the waiter. Decide with reasons.

(b) 'X' a minor was lent a loan of Rs. 10000/- by 'Y'. On 'X' attaining majority, he was further extended with Rs. 5000/- by 'Y'. Acknowledging the earlier debt also. 'X' now executes a promissory note for a total of Rs. 15000/- Decide the validity of the contract with reasons.

(c) A goes to a departmental store and picks an article with price tag. When he goes to the counter to pay the price, the shopkeeper declines to sell the article. A wants to sue shopkeeper for breach. Decide.

CONTRACT – I

(2018 BATCH)

DECEMBER 2018

UNIT – I

1. a) Define Proposal. Explain the circumstances under which it lapses.

OR

a) An agreement without consideration is void. Discuss.

1. b) Solve the following problem:

Nataraj posts his letter of proposal to sell his house to Lingaraj on 16th March 18. Lingaraj receives this letter of proposal on 18th March 18. On the same day, Lingaraj posts his letter of acceptance. Thereafter Lingaraj sends a telegram revoking his acceptance on 19th March 18. Nataraj receives Lingaraj's acceptance letter on 19th March 18 and telegram on 20th March 18. Is there a contract between Nataraj and Lingaraj?

OR

b) Ganesh goes to a departmental store and picks an article with price tag. When he goes to the cash counter to pay the price, the shopkeeper refuses to sell the article. Ganesh sues the shopkeeper for breach of contract. Can he do so?

UNIT – II

2. (a) Discuss the effects of minor's agreement.

OR

2. (a) Define fraud. Distinguish it from misrepresentation.

2. (b) Solve the following problem.

Amit promises to obtain for Amar an employment in the National School. Amar promises to pay Rs. 5 lakhs to Amit. Is this agreement valid?

OR

2. (b) A agrees to pay B one lakh rupees, if B will marry A's daughter C. C was dead at the time of the agreement. Decide.

UNIT – III

3. (a) Discuss doctrine of frustration with the help of leading cases.

OR

3. (a) What is breach of contract? Distinguish between actual breach and anticipatory breach of contract.

3. (b) Solve the following problem:

A Kala Bhavan was agreed to be let out on a certain day. Before that day, it was destroyed by fire. Discuss the consequences.

OR

3. b) Ajit agreed to deliver the goods to Avinash for certain price on 13-11-2018 without fail. Time is essence of the contract. Ajit fails to deliver the goods on 13-11-2018. Avinash rescinds the contract and files a suit to recover damages. Decide.

UNIT – IV

4. a) Explain general damages and special damages with the help of decided cases.

OR

What is Quasi-contract? Explain the different types of Quasi-contracts.

4. (b) Write short note on:

Liquidated damages and penalty.

OR

Nominal damages.

UNIT – V

5.(a) Explain with contracts can be specifically enforced.

OR

Explain the circumstances in which courts cannot grant injunction.

5. (b) Write short note on:

Declaratory Decree.

OR

Recovery of possession of immovable property.