

DECEMBER 2019
CONTRACT-I
(OLD AND NEW BATCH)

1. "All contracts are agreements, but all agreements are not contracts". Explain with reference to essentials of valid contract.
2. Define acceptance. Explain the essentials of valid acceptance with illustrations.
3. Define 'misrepresentation' and 'fraud'. Explain and distinguish the two.
4. "Law favours the prevention of unjust enrichment". Explain with reference to categories of quasi-contracts.
5. "An agreement without consideration is void". Explain this statement with exceptions, if any.
6. "Generally pecuniary damages is the remedy for a breach of contract, but specific relief is also available as an extra ordinary remedy". Discuss.
7. Explain the kinds of injunctions as preventive reliefs under the Specific Relief Act, 1963.
8. Write short note on any two of the following:
 - (a) Revocation of offer.
 - (b) Rule in Hadley Vs. Baxendale.
 - (c) Position of a person of unsound mind to make a contract.
9. Solve any two of the following problems:
 - (a) A agrees to sell B his ancient motor car for Rs. 3 lacs. B in pursuance of his hobby to have a collection of antiques bought it and paid an advance of Rs. 2 lacs. On the day of delivery of the motor car, A changes his mind and declines to sell but offers to return the advance amount paid along with interest and also to pay a penalty or damages as desired by B. But B insists on the motor car and claims the motor car and nothing else. Decide with reasons.

- (b) 'X' the seller of his motor car in the course of describing his car had said – "While the body line of the car is fine and no dents at all, but the left hand side rear view is broken". 'Y' bought the car relying on the representations made by 'X'. Later, on delivery, he comes to know that actually right hand side rear view mirror is broken and not the left hand side mirror. 'Y' sought to avoid the contract on the ground of misinterpretation. Decide with reasons.
- (c) 'A' bought a ticket to watch a movie at the theatre two days before the scheduled show. Due to unprecedented rains in the city, the theatre is spoiled by the collapse of a major portion of the wall. As a result, the show was cancelled. In a claim for the recovery of ticket price and the damages for breach, the manager pleaded the defence that the ticket on the back of it contained the terms, which said 'ticket price shall not be returned if the show is cancelled for whatever reason'. Decide if 'A' is entitled for the return of ticket price and also for compensation for breach.