

CONTRACT – I
(OLD/NEW BATCH)
NOV/DEC 2020

Duration: 3 Hours

Max Marks: 100

Instructions: 1. Answer Q.No. 9 and any five of the remaining questions.
2. Q.No. 9 carries 20 marks and the remaining questions carry 16 marks each.
3. Answer should be written either in English or Kannada completely.

1. Define proposal. Explain the circumstances under which it lapses.
2. “An agreement without consideration is void:”. Explain this statement with exceptions, if any.
3. “An agreement in restraint of trade is void”. Explain this rule with exceptions, if any.
4. Explain the different modes of discharge of contract.
5. What is consent? Under what circumstances consent is said to be not free?
6. Explain the law relating to damages under Indian Contract Act.
7. What is injunction? Explain the different kinds of injunctions.
8. Write short note on any two of the following:
 - (a) Minor’s agreements.
 - (b) Contracts which are not specifically enforceable.
 - (c) Appropriation of payment.
9. Solve any two of the following problems:
 - (a) ‘X’, the owner of a truck, agreed to sell it to ‘Y’ for Rs. 10 lakhs. But before sale, truck was destroyed in a fire accident. Hence, ‘X’ could not sell the truck to ‘Y’. ‘Y’ instituted a suit against ‘X’ for breach of contract. Decide.
 - (b) Ramesh promised to marry Radhika after the death of his father. However, during the lifetime of his father, Ramesh married Revati another woman. Radhika institutes institutes a suit against Ramesh for breach of contract. Decide.
 - (c) ‘A’ a minor, bought a watch on credit for Rs. 500/-. But later failed to pay the price. The seller sues ‘A’ for the recovery of price. Can he recover the price? Decide.