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SCHOOL OF LAW
Barasat, Kolkata- 700125

Term End Examination 2024-2025

Programme – B.A. LL.B.-2022/B.A. LL.B.-2023/B.A. LL.B.-2024

Course Name – Law of Contract I/Law of Contract

Course Code - BALLB104

(Semester I)

Full Marks : 60

Time : 2:30 Hours

[The figure in the margin indicates full marks. Candidates are required to give their answers in their own words as far as practicable.]

Group-A

(Multiple Choice Type Question)

1 x 15=15

1. Choose the correct alternative from the following :

- (i) State the meaning of contract under the Indian Contract Act, 1872
 - a) A legally enforceable agreement
 - b) A written agreement
 - c) An oral agreement
 - d) A social agreement
- (ii) Select which one is the void contract according to the Indian Contract Act, 1872.
 - a) A contract with unclear terms
 - b) An unenforceable agreement
 - c) A contract with illegal objectives
 - d) A verbal agreement
- (iii) Choose from the following options where consideration be lawful for a contract to be valid.
 - a) It doesn't need to be lawful
 - b) Always
 - c) It depends on the parties' consent.
 - d) Never
- (iv) Predict the maximum number of parties involved in a contract under the Indian Contract Act.
 - a) 2
 - b) 3
 - c) 5
 - d) Unlimited
- (v) Select the term for a contract where both parties have fulfilled their obligations
 - a) Void
 - b) Voidable
 - c) Executed
 - d) Unenforceable
- (vi) Identify the kind of damages that was established by the case of Hadley v. Baxendale.
 - a) Liquidated Damages.
 - b) Consequential Damages.
 - c) General Damages.
 - d) Nominal Damages.
- (vii) Identify the type of Contract signed under misrepresentation.
 - a) Void
 - b) Voidable
 - c) Valid
 - d) Not Valid
- (viii) Identify the significance of consideration in a contract.

- a) The willingness of parties to form an agreement
- b) The legality of the object of the contract
- c) The price paid for a promise
- d) A statement of fact made to deceive the other party
- (ix) Select the type of contract in which one party agrees to sell goods to another party, and the other party agrees to pay the purchase price in cash.
 - a) Contingent contract
 - b) Unilateral contract
 - c) Voidable contract
 - d) Executed contract
- (x) Select the status of the contract with an unlawful object.
 - a) Void
 - b) Voidable
 - c) Valid
 - d) Unenforceable
- (xi) Identify the mode of communication that is considered legally effective for revoking an offer in India.
 - a) Text message
 - b) Phone call
 - c) Email
 - d) Registered post
- (xii) Identify the situation that can lead to the automatic revocation of an offer in India.
 - a) The offeree changes their mind about accepting the offer.
 - b) The offeree rejects the offer.
 - c) The offeror becomes incapacitated.
 - d) The offeror sells the subject matter of the contract to someone else
- (xiii) Identify the status of Contracts that was held by the Privy Council in the case of Mohiri Bibee v. Dharmodas Ghose (1903).
 - a) Valid and enforceable
 - b) Voidable at the minor's option
 - c) Void
 - d) Voidable at the guardian's option
- (xiv) Select the person who may act as a guardian in transactions involving minors.
 - a) Any adult over the age of 25
 - b) Only the parents of the minor
 - c) A court-appointed guardian or a person authorized by the court
 - d) A teacher or mentor of the minor
- (xv) Identify from the following acts that can render a contract voidable at the option of the aggrieved party.
 - a) Fraud
 - b) Coercion
 - c) Misrepresentation
 - d) All of these

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Group-B

(Short Answer Type Questions)

3 x 5=15

2. Explain the term Contract. (3)
3. Explain the concept of Consideration. (3)
4. State the age of majority in India and how does it relate to the capacity to contract. (3)
5. Explain the legal implications of a contract with a minor as to whether it is void or voidable. (3)
6. State whether consideration is necessary for a contract to be enforceable under Indian law. (3)

OR

Enumerate whether consideration have to be in monetary terms or in other forms. (3)

Group-C

(Long Answer Type Questions)

5 x 6=30

7. Elaborate on the conditions that constitute undue influence as per the Indian Contract Act. (5)
8. Compare fraud and misrepresentation by the elements that differentiate them. (5)
9. Analyze the rationale behind the legal implications of past consideration on the enforceability of contracts. (5)

10. Critically examine Section 29 of the Indian Contract Act, 1872, which deals with agreements by way of wager. (5)
11. Elaborate on the principle of unjust enrichment in the context of Quasi Contracts. (5)
12. Explain the concept of specific performance as a remedy for breach of contract under the Indian Contract Act. (5)

OR

Provide examples to illustrate the application of compensatory damages and liquidated damages in different contractual scenarios. (5)

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