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SCHOOL OF LAW  
Barasat, Kolkata- 700126

## BRAINWARE UNIVERSITY

Term End Examination 2024-2025

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

Course Name – Law of Contract I

Course Code - LLB102

( 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) Recall by whom the contractual rights and duties are created.
- |          |            |
|----------|------------|
| a) state | b) parties |
| c) law   | d) cumtom  |
- (ii) Select the type of injunction that is continue until a specific time or until the further order of the court, and they may be granted at any stage of a suit, and are regulated by the Code of Civil Procedure, 1908.
- |                             |                  |
|-----------------------------|------------------|
| a) Perpetual                | b) Temporary     |
| c) Both A and B are correct | d) None of these |
- (iii) Infer the type of contract that does not require mutual consent of the parties.
- |                     |                        |
|---------------------|------------------------|
| a) Quasi Contract   | b) Express Contract    |
| c) Implied Contract | d) Unilateral Contract |
- (iv) Select what Quasi Contracts are designed to prevent.
- |                                      |                                     |
|--------------------------------------|-------------------------------------|
| a) All contracts from being voidable | b) Enforcement of illegal contracts |
| c) Unjust enrichment or unjust loss  | d) Formation of oral contracts      |
- (v) Select under Section 71, what responsibility does a person who finds goods belonging to another have.
- |                                      |  |
|--------------------------------------|--|
| a) No responsibility                 | b) Responsible for returning the goods           |
| c) Responsible for selling the goods | d) Responsible for holding the goods as a bailee |
- (vi) Identify under Section 68 of the Indian Contract Act, who can claim reimbursement for necessaries supplied to another.
- |                             |                             |
|-----------------------------|-----------------------------|
| a) Any person               | b) A minor                  |
| c) A person of unsound mind | d) Any person with capacity |
- (vii) Identify the effect of a novation on the original contract.
- |                                       |                                     |
|---------------------------------------|-------------------------------------|
| a) Original contract remains valid    | b) Original contract is terminated  |
| c) Novation is not valid in contracts | d) Novation discharges the contract |

- (viii) Identify the event that results in automatic discharge of a contract under the Indian Contract Act.
- a) Expiry of the performance date  
b) Death or insolvency of a party  
c) Mutual agreement of the parties  
d) Supervening impossibility
- (ix) Identify which section of the Indian Contract Act deals with discharge of a contract due to impossibility.
- a) Section 56  
b) Section 30  
c) Section 10  
d) Section 23
- (x) Identify the type of breach that allows the innocent party to terminate the contract.
- a) Anticipatory breach  
b) Material breach  
c) Minor breach  
d) Actual breach
- (xi) Choose from the following which is not a type of contract under the Indian Contract Act.
- a) Void contract  
b) Voidable contract  
c) Valid contract  
d) Unenforceable contract
- (xii) Choose according to the Indian Contract Act, acceptance of an offer must be communicated within how much time.
- a) Within 7 days  
b) Within a reasonable time  
c) Immediately  
d) Only if requested by the offeror
- (xiii) Choose the meaning of the term Privity of Contract.
- a) A common law doctrine which prevents a person who is not a party to a contract from enforcing a term of that contract, even where the contract was made for the purpose of conferring a benefit on the third party  
b) A common law doctrine which prevents a person who is a party to a contract from enforcing a term of that contract, even where the contract was made for the purpose of conferring a benefit on the third party  
c) A Constitutional law doctrine which prevents a person who is not a party to a contract from enforcing a term of that contract, even where the contract was made for the purpose of conferring a benefit on the third party  
d) A common law doctrine which allows a person who is not a party to a contract from enforcing a term of that contract, even where the contract was made for the purpose of conferring a benefit on the third party.
- (xiv) Recall when communication of offer is complete.
- a) The letter is posted to the offeree  
b) The letter is received by the offeree  
c) The offer is accepted by the person to whom it is made  
d) It comes to the knowledge of the offeror that the letter has been received by the offeree
- (xv) Find the time limit for the performance of a contingent contract
- a) Specified in the contract  
b) Within one year from formation  
c) Within a reasonable time  
d) No time limit specified

### Group-B

(Short Answer Type Questions)

3 x 5=15

2. List the essential elements of a proposal under the Indian Contract Act, 1872. (3)
3. Find the differences between an offer and invitation to offer. (3)
4. Compare between void agreement and voidable contract. (3)
5. Explain intention to create legal relationship as an element of valid contract. (3)
6. Analyze the responsibility of finder of goods under the Indian Contract Act, 1872. (3)

OR

- Analyze the significance of Hadley v. Baxendale in relation to damages. (3)

**Group-C**  
(Long Answer Type Questions)

5 x 6=30

7. Compare between agreement and contract. (5)
8. Explain the time for revocation of offer and acceptance. (5)
9. Illustrate the exceptions to the rule, no consideration, no contract. (5)
10. Explain undue influence with examples under the Indian Contract Act, 1872. (5)
11. Analyze the statement - Insufficiency of consideration is immaterial but an agreement without consideration is void. (5)
12. Evaluate the essentials which are to be proved in order to get relief by way of decree. (5)

**OR**

Explain the principles for issue of injunctions under the Specific Relief Act. (5)

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