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 SCHOOL OF LAW  
 Barasat, Kolkata- 700125

**BRAINWARE UNIVERSITY**

**Term End Examination 2024-2025**

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

**Course Name – Law of Contract I/Law of Contract**

**Course Code - BBALLB104**

**( 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) Define 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) Describe void contract in the Indian Contract Act, 1872.
  - a) A contract with competent parties
  - b) A contract with free consent
  - c) A contract with illegal objectives
  - d) A contract with intention to create legal relationship
- (iii) Choose the status of consideration needed for a valid contract.
  - a) It doesn't need to be lawful
  - b) It always needs to be lawful
  - c) It can be partly lawful and partly unlawful
  - d) None of these
- (iv) Identify the Act that governs the remedy of specific performance in India.
  - a) Indian Contract Act, 1872
  - b) Specific Relief Act, 1963
  - c) Sale of Goods Act, 1930
  - d) Indian Partnership Act, 1932
- (v) Identify the date in which the Indian Contract Act came into force.
  - a) 15th September, 1872
  - b) 1st September, 1872
  - c) 1st October, 1872
  - d) 15th October, 1872
- (vi) Identify the effect of an agreement between X and Y where X invited Y to dinner at his house but failed to perform his promise.
  - a) Y can recover compensation
  - b) They had no intention to create a legal relationship
  - c) Y can choose to claim compensation or not
  - d) None of these
- (vii) Identify the status of an agreement to murder a person.
  - a) Cannot be enforceable by law
  - b) Is valid in law
  - c) Is valid for want of consideration
  - d) Has no consensus ad idem
- (viii) Identify the section where general principles on which the perpetual injunctions could be granted are contained.

- a) Section 37  
c) Section 39
- b) Section 38  
d) Section 40
- (ix) Select what Rescission of Contract means.
- a) Relinquishment or abandonment of a right in a contract  
c) Change in certain terms of contract
- b) Cancellation of all or some of the terms contracts  
d) All of these
- (x) Select what is the meaning of Quantum Meruit.
- a) As much as saved  
c) As much as retained
- b) As much as earned  
d) As much as paid
- (xi) Identify the meaning of coercion in a contract.
- a) Forcefully obtaining a person's consent  
c) A false statement of fact made to deceive the other party
- b) Improper use of one's authority to exploit the other party  
d) A valid agreement that may be enforced by law
- (xii) Identify the significance of consideration in a contract.
- a) The willingness of parties to form an agreement  
c) The price paid for a promise
- b) The legality of the object of the contract  
d) A statement of fact made to deceive the other party
- (xiii) Identify from the following that is not a type of contract under the Indian Contract Act.
- a) Valid Contract  
c) Void Agreement
- b) Voidable Contract  
d) None of these
- (xiv) Select the meaning of Undue influence in a contract.
- a) Coercing a party to enter into the contract  
c) Exploiting one's authority to take advantage of the other party
- b) Misrepresenting the facts to deceive the other party  
d) A lawful object and consideration
- (xv) Identify the significance of silence in the context of acceptance.
- a) Acceptance  
c) Counteroffer
- b) Rejection  
d) Revocation

### Group-B

(Short Answer Type Questions)

3 x 5=15

2. Explain the circumstances where a party can avoid a contract due to misrepresentation. (3)
3. Cite the remedies available to a party who has been coerced into signing a contract. (3)
4. Describe the essential elements of Contract. (3)
5. Explain the concept of Consideration. (3)
6. Explain whether past consideration be considered valid consideration under the Indian Contract Act. (3)

OR

Explain the significance of "something of value" in the context of consideration. (3)

### Group-C

(Long Answer Type Questions)

5 x 6=30

7. Discuss the concept of agreements opposed to public policy as outlined in Section 23 of the Indian Contract Act, 1872. (5)
8. Illustrate with case examples where wagering agreements were held to be void. (5)
9. Explain the concept of Discharge by Performance under the Indian Contract Act. (5)
10. Examine the notion of Discharge by Breach under the Indian Contract Act, 1872. (5)

11. Explain the consequences of a contract being discharged due to the death or insolvency of a party. (5)
12. Differentiate between material and minor breaches of contract and their consequences on the discharge of the contract. (5)

OR

Explain the concept of Quasi Contracts under the Indian Contract Act in detail. (5)

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