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**BRAINWARE UNIVERSITY**

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**Term End Examination 2025-2026****Programme – B.A. LL.B.-2022/B.A. LL.B.-2023/B.A. LL.B.-2024/B.A. LL.B.-2025****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) 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         |
- (ii) 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.       |
- (iii) Where an injured party can seek specific performance as a remedy for breach of contract?
- |   |  |
|---|--|
| a) When the contract is void.                         | b) When monetary compensation is inadequate. |
| c) When the subject matter of the contract is unique. | d) When there is contributory negligence.    |
- (iv) Select under which section Contract is defined as an agreement enforceable by law.
- |                 |                 |
|-----------------|-----------------|
| a) Section 2(e) | b) Section 2(f) |
| c) Section 2(h) | d) Section 2(i) |
- (v) Select the essentials that should be there in an offer.
- |                |                 |
|----------------|-----------------|
| a) Conditional | b) Temporary    |
| c) Definite    | d) All of these |
- (vi) Select when a contract is said to be voidable.
- |                                       |   |
|---------------------------------------|---|
| a) It is not enforceable by law       | b) It lacks free consent of the parties             |
| c) It is valid and enforceable by law | d) It depends on the occurrence of a specific event |
- (vii) Identify the situation where an injured party can seek specific performance as a remedy for breach of contract.
- |                              |   |
|------------------------------|---|
| a) When the contract is void | b) When monetary compensation is inadequate |
|------------------------------|---|

- c) When the subject matter of the contract is unique
- d) When there is contributory negligence
- (viii) Choose the status of a contract to do an impossible act.
- a) Voidable  
b) Void  
c) Valid  
d) Illegal
- (ix) Select the definition 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
- (x) Select the persons competent to contract under the Indian Contract Act, 1872.
- a) Minors  
b) Insolvent individuals  
c) Persons of unsound mind  
d) Persons of sound mind
- (xi) Predict the right of Y in a contract where X, a T.V artist promised to work exclusively for Y for one year. Later on, X refused to work for Y and started working for Z.
- a) Y has no remedy  
b) Suit for injunction to prevent X to work for Z  
c) Suit upon Quantum meruit  
d) X may work for Z
- (xii) State when a contract is breached, what remedy is available before the party who has suffered.
- a) He may sue for the specific performance of the contract.  
b) He may rescind the contract.  
c) He may sue for damages.  
d) All of these.
- (xiii) Select the definition of a contract as per the Indian Contract Act, 1872.
- a) A mutual agreement between two or more parties  
b) A legally enforceable agreement between two or more parties  
c) A promise made by one party to another  
d) A proposal and acceptance between two or more parties
- (xiv) State which of the following is not an essential element of a valid contract.
- a) Offer and acceptance  
b) Lawful consideration  
c) Free consent  
d) Witness signature
- (xv) State 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

### Group-B

(Short Answer Type Questions)

3 x 5=15

2. Write the situations in which a contract can be discharged by operation of law. (3)
3. Differentiate between void and voidable contract. (3)
4. State the significance of a lawful object in a contract. (3)
5. State the significance of communication in the context of offer and acceptance under the Indian Contract Act. (3)
6. Explain how can a contract be discharged by performance. (3)

OR

Describe the significance of mutual consent in discharging a contract. (3)

### Group-C

(Long Answer Type Questions)

5 x 6=30

7. Illustrate the essential elements that constitute undue influence as per the Indian Contract Act. (5)

8. Explain the concept of consideration under the Indian Contract Act, 1872, and discuss its significance in determining the validity and enforceability of contracts. (5)
9. Elaborate on the exceptions to the rule of consideration, such as contracts of love and affection, natural love and affection, and promises to pay a time-barred debt. (5)
10. Critically examine Section 29 of the Indian Contract Act, 1872, which deals with agreements by way of wager. (5)
11. Explain the concept of quantum meruit and the conditions under which it can be claimed. (5)
12. Provide examples to illustrate the application of compensatory damages and liquidated damages in different contractual scenarios. (5)

**OR**

Describe the significance of the principle laid down in the case of Hadley v. Baxendale concerning the measure of damages for breach of contract. (5)

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