



## BRAINWARE UNIVERSITY

Term End Examination 2022

Programme – BBA LL.B.-2019/BBA LL.B.-2020/LL.B.-2020/BBA  
LL.B.-2021/LL.B.-2021/BBA LL.B.-2022/LL.B.-2022/B.A. LL.B.-2022

Course Name – Law of Contract I/LAW OF CONTRACT I

Course Code - BBALLB104/LLB102/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) Remember where the Indian Contract Act,1872 will apply?

- |  |   |
|--|---|
| a) Whole of India  | b) Whole of India including Jammu & Kashmir |
| c) States notified by the Central Government from time to time | d) None of the these                        |

(ii) Identify the name of a jurist who defined Consideration as the recompense given by party contracting to the other.

- |            |               |
|------------|---------------|
| a) Jenning | b) Salmond    |
| c) Pollock | d) Blackstone |

(iii) Explain the meaning of Goodwill

- |   |  |
|---|--|
| a) Goodwill consists of the benefit or advantage which a business has in its connection with its customers. | b) Goodwill is association with the high value brands.                     |
| c) Goodwill is a collaboration with foreign countries.  | d) Goodwill imparts the concept of giving more discounts to its customers. |

(iv) It can be stated that an agreement is valid

- |   |   |
|---|---|
| a) Which creates legal and social obligation of the parties       | b) Which creates rights of a party  |
| c) Which is written on a piece of paper and signed by the parties | d) Which creates legally binding right and obligations of the parties to it |

(v) Choose the actual meaning of Contra bonos mores

- |                                |                          |
|--------------------------------|--------------------------|
| a) Against public faith        | b) Against any religion  |
| c) Against existing government | d) Against public morals |

(vi) Choose from the following options that the Section 37 of the Specific Relief Act, 1963, provides that a perpetual injunction can be granted

- a) during the pendency of a suit  
 c) both during the pendency of a suit and by the decree
- b) by the decree  
 d) either during the pendency of a suit or by the decree
- (vii) Choose from the following options, the true statement about the Specific Relief Act, 1963
- a) it is a procedural law  
 c) it is founded on English Law
- b) it supplements the Code of Civil Procedure  
 d) All of these
- (viii) Solve the question that suit for possession under section 5 of Specific Relief Act, can be filed within
- a) 3 years  
 c) 12 years
- b) 6 months  
 d) 30 years
- (ix) Select the remedies open to a person, aggrieved from breach of contract.
- a) Suit for Damages  
 c) Suit upon Quantum Meruit
- b) Suit for Injunction  
 d) All of these
- (x) 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
- (xi) It is stated, Voidable contract is one
- a) Which is lawful  
 c) Which is valid as long as it is not avoided by the party entitled to do so
- b) Which is invalid  
 d) none of these
- (xii) Choose from any of the followings 'A tender is \_\_\_\_\_'.
- a) an offer  
 c) acceptance of offer
- b) invitation to an offer  
 d) none of these
- (xiii) Describe 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.  
 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.
- 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.  
 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) Identify what kind of agreement is this- A agrees to sell to B a hundred tonnes of oil. There is nothing whatever to show what kind of oil was intended.
- a) Wagering Agreement  
 c) Present Agreement
- b) Contingent Agreement  
 d) Ambiguous Agreement
- (xv) Choose from the following options that the in cases of specific performance of a contract, the rights of the parties are governed by the principles of
- a) equity  
 c) equity and law
- b) law  
 d) only equity and not law.

### Group-B

(Short Answer Type Questions)

3 x 5=15

2. Discuss "Mistake" as per The Indian Contract Act, 1872 (3)
3. Write a short note on Contingent Contract (3)

- 4. Sketch the difference between Fraud and Misrepresentation under The Indian Contract Act,1872 (3)
- 5. Infer a short note on Quantum Meruit (3)
- 6. Infer a short note on Unliquidated Damages with suitable examples (3)

**OR**

Prepare a list of persons/grounds where a specific performance may be obtained (3)

**Group-C**

(Long Answer Type Questions)

5 x 6=30

- 7. A Proposal is the starting point of a Contract - Examine with reference to the essential elements of a valid Proposal. (5)
- 8. Evaluate certain relations resembling those created by contracts dealt with the Indian Contract Act,1872 (5)
- 9. Examine the concept of Wagering Agreement along with its exceptions (5)
- 10. Evaluate the contracts which can not be specifically enforced under The Specific Relief Act,1963 (5)
- 11. Explain the various aspects of capacity to contract. (5)
- 12. Assess the different kinds of Damages under The Indian Contract Act,1872 (5)

**OR**

Summarize the Doctrine of Frustration. (5)

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