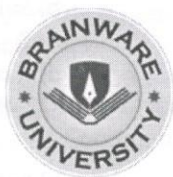




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BRAINWARE UNIVERSITY

Term End Examination 2025-2026

Programme – BBA LL.B.-2022/BBA LL.B.-2023/BBA LL.B.-2024/BBA LL.B.-2025

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) Identify 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
- (iii) 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
- (iv) 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
- (v) 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
- (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 nature of a Contract with Undue Influence & Coercion.
- a) Voidable Contract b) Void Agreement
c) Valid Contract d) None of these

- (viii) 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
- (ix) Identify the section of the Indian Contract Act, 1872, that provides for an agreement to pay a time-barred debt as a valid consideration.
- a) Section 10
b) Section 25(3)
c) Section 2(d)
d) Section 2(h)
- (x) Recall the matter that Section 70 of the Indian Contract Act state about the obligation of a person who enjoys a benefit.
- a) a) No obligation
b) b) Obligation to pay market value
c) c) Obligation to compensate the provider
d) d) Obligation to return the benefit received
- (xi) Choose the purpose of an injunction as a remedy for breach of contract.
- a) To punish the breaching party
b) To enforce specific performance
c) To prevent further damage
d) To claim reasonable compensation
- (xii) Identify the type of damages that arise naturally from the breach and were reasonably foreseeable at the time of contract formation.
- a) Actual Damages
b) Special Damages
c) Liquidated Damages
d) Punitive Damages
- (xiii) Choose the Act that governs the remedy of specific performance in India.
- a) Indian Contract Act
b) Specific Relief Act, 1963
c) Indian Sale of Goods Act
d) Indian Partnership Act
- (xiv) Select the meaning of a contingent contract according to the Indian Contract Act.
- a) A contract with unclear terms
b) A contract where performance depends on the occurrence of an event
c) A contract with an uncertain outcome
d) A contract with immediate performance
- (xv) Identify the matter that Section 56 of the Indian Contract Act deals with.
- a) Performance of a contract
b) Frustration of a contract
c) Offer and acceptance
d) Validity of a contract

Group-B

(Short Answer Type Questions)

3 x 5=15

2. Describe the significance of free consent in the Indian Contract Act. (3)
3. Describe the essential elements of Contract. (3)
4. Enumerate the concept of Acceptance. (3)
5. Describe the circumstances where an offer can be automatically revoked. (3)
6. Explain if there is a presumption of legal enforceability in the case of a social or domestic agreement. (3)

OR

Explain whether consideration is necessary for a contract to be enforceable under Indian law. (3)

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Group-C

(Long Answer Type Questions)

5 x 6=30

7. Critically examine Section 29 of the Indian Contract Act, 1872, which deals with agreements by way of wager. (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. Compare fraud and misrepresentation by the elements that differentiate them. (5)

11. Explain the concept of consideration under the Indian Contract Act, 1872, and discuss its significance in determining the validity and enforceability of contracts. (5)
12. Analyze the role of an injunction as a remedy for breach of contract under the Indian Contract Act and the Specific Relief Act, 1963. (5)

OR

Examine the limitations and challenges associated with seeking remedies for breach of contract under the Indian Contract Act. (5)

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