



16448



BRAINWARE UNIVERSITY

Term End Examination 2025-2026

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

Course Name – Law of Contract I

Course Code - LLB102

(Semester I)

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Brainware University
398, Ramkrishnapur Road, Barasat
Kolkata, West Bengal-700125

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) Which section of the Indian Contract Act defines the term offer?

- | | |
|-----------------|-----------------|
| a) Section 2(a) | b) section 2(b) |
| c) section 2(c) | d) section 2(d) |

(ii) Select from the following, when an acceptance may be revoked.

- | | |
|---|---|
| a) An acceptance may be revoked at any time before the communication of the acceptance is complete as against the proposer, but not afterwards | b) An acceptance may be revoked at any time before the communication of the acceptance is complete as against the acceptor, but not afterwards. |
| c) An acceptance may be revoked at any time before the communication of the acceptance is incomplete as against the acceptor, but not afterwards. | d) An acceptance may be revoked at any time after the communication of the acceptance is complete as against the acceptor, but not afterwards. |

(iii) What will happen to an agreement if the consent to an agreement is caused by coercion, fraud or misrepresentation.

- | | |
|---|------------|
| a) Voidable at the option of the party whose consent was so cause | b) illegal |
| c) depends upon the circumstances of the case | d) void |

(iv) Infer from the following who is competent to contract.

- | | |
|--|---|
| a) Every person is competent to contract who is of the age of majority according to the law to which he is subject, and who is of sound mind and is not disqualified from contracting by any law to which he is subject. | b) Every person is competent to contract who is of the any age and who is of sound mind and is not disqualified from contracting by any law to which he is subject. |
| c) Every person is competent to contract who is of the age of majority according to the | d) Every person is competent to contract who is of the age of majority according to the |

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- law to which he is subject. law to which he is subject, and who is of sound mind.
- (v) Select the effect of the agreement if the event becomes impossible.
- a) illegal b) bad
c) void d) voidable
- (vi) Choose from the following the correct term for Goods displayed in a Shop window with a price label.
- a) offer b) acceptance of offer
c) invitation to offer d) counter offer
- (vii) What is the meaning of counter-offer?
- a) a rejection of the original offer b) an acceptance of the offer
c) a bargain d) an invitation to treat
- (viii) Infer the effect of the agreement where A agrees to buy from B a certain horse. It turns out that the horse was dead at the time of bargain, though neither party was aware of the fact.
- a) void b) valid
c) voidable d) illegal
- (ix) Infer how the preventive relief is granted under the Specific Relief Act, 1963 by the court.
- a) At the discretion of the court by perpetual. b) At the discretion of the court by injunction temporary.
c) Both A and B are correct. d) None of these
- (x) Identify according to Section 72 of the Indian Contract Act, what should a person do if they receive money by mistake.
- a) Keep the money b) Return the money to the payer
c) Use the money as their own d) Demand more money from the payer
- (xi) Identify the meaning of unjust enrichment in the context of Contract Law.
- a) Gaining a fair benefit from a contract b) Unfairly taking advantage of another's property
c) Unintentional gains d) Proper compensation for services rendered
- (xii) 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
- (xiii) Infer 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
- (xiv) Infer the significance of silence in the context of acceptance.
- a) acceptance b) rejection
c) counter offer d) revocation
- (xv) Infer from the following, what is the status of a contract entered into by a minor under the Indian Contract Act, 1872.
- a) Void ab initio b) voidable
c) Illegal d) Valid

Group-B

(Short Answer Type Questions)

3 x 5=15

2. What are the differences between an offer and invitation to offer? (3)
3. Explain the significance of "consensus ad idem" in Contract. (3)

4. Explain whether the following agreements are void or not: a. An agreement by which persons agree that any dispute between them shall be referred to arbitration. B. Agreement by which one party is debarred from enforcing his rights through legal proceedings c. Contract to refer existing questions to arbitration. (3)

5. Explain the doctrine of frustration. (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. Explain in your own words whether the following is permitted or not: a. Ratification of the minor's agreement b. Ratification of acts done on the minor's behalf c. Estoppel against a minor. (5)

8. Explain the differences between wagering agreement and contingent contract. (5)

9. Explain the cases where the courts may grant specific performance of a contract. (5)

10. Infer the modes of revocation of offer under the Indian Contract Act, 1872. (5)

11. Explain the significance of Lalman Shukla v. Gauri Dutt. (5)

12. Analyze the following- a. Discharge by performance b. Discharge by operation of law c. Discharge by impossibility of performance. (5)

OR

Analyze the statement - Insufficiency of consideration is immaterial but an agreement without consideration is void. (5)

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