



BRAINWARE UNIVERSITY

Term End Examination 2023-2024
Programme – LL.B.-2022/LL.B.-2023
Course Name – Law of Contract I
Course Code - LLB102
(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) 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 |
- (ii) Identify to what the principle established in Hadley v. Baxendale relates.
- | | |
|-----------------------|-------------------------|
| a) Measure of damages | b) Specific performance |
| c) Quantum Meruit | d) Injunction |
- (iii) Identify which of the following is a common remedy for breach of contract.
- | | |
|-------------------------|-------------------|
| a) Specific Performance | b) Quantum Meruit |
| c) Injunction | d) Indemnity |
- (iv) Select what Quasi Contracts are designed to prevent.
- | | |
|--------------------------------------|-------------------------------------|
| a) All contracts from being voidable | b) Enforcement of illegal contracts |
| c) Unjust enrichment or unjust loss | d) Formation of oral contracts |
- (v) Identify the sections related to Quasi Contracts in the Indian Contract Act.
- | | |
|----------------------|----------------------|
| a) Sections 45 to 51 | b) Sections 57 to 61 |
| c) Sections 68 to 72 | d) Sections 80 to 86 |
- (vi) Identify the effect of the agreement whose meaning is uncertain
- | | |
|-------------|------------|
| a) valid | b) void |
| c) voidable | d) illegal |
- (vii) Identify the section that defines the term contract
- | | |
|-----------------|-----------------|
| a) section 2(e) | b) section 2(f) |
| c) section 2(h) | d) section 2(i) |
- (viii) A Guru. (spiritual advisor) induced the Chela (his devotee) to gift him a whole of his property to secure benefit of his soul in the next World. Identify the validity of the Gift
- | | |
|-------------|------------|
| a) void | b) valid |
| c) voidable | d) immoral |
- (ix) Select when a proposal may be revoked:

- a) A proposal may be revoked at any time when the communication of its acceptance is complete as against the proposer, but not afterwards.
- b) A proposal may be revoked at any time before the communication of its acceptance is incomplete as against the proposer, but not afterwards
- c) A proposal may be revoked at any time before the communication of its acceptance is complete as against the proposer, but not afterwards.
- d) A proposal may be revoked at any time after the communication of its acceptance is complete as against the proposer, but not afterwards
- (x) Discover what an offer must be.
- a) Conditional
- b) Temporary
- c) Definite
- d) All of these
- (xi) Choose the nature of consideration
- a) Adequate
- b) must be adequate
- c) need not be adequate
- d) all of these
- (xii) select the circumstances when Specific relief can be granted
- a) Enforcing individual civil rights and not for the mere purpose of enforcing a penal law.
- b) Enforcing individual fundamental rights.
- c) Enforcing individual criminal rights only.
- d) Enforcing individual civil rights as well as criminal rights.
- (xiii) Locate the effect of the following agreement. A agrees to pay B Rs 10000, if two straight lines should enclose a space.
- a) void
- b) valid
- c) illegal
- d) bad
- (xiv) Choose the status of a contract to do an impossible act
- a) Voidable
- b) void
- c) valid
- d) illegal
- (xv) 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

Group-B

(Short Answer Type Questions)

3 x 5=15

2. Identify the differences between an offer and invitation to offer. (3)
3. Explain the essentials of a valid acceptance. (3)
4. Illustrate the parties who have the capacity to contract under the Indian Contract Act, 1872. (3)
5. Prepare a list of modes by which a contract may be discharged. (3)
6. Distinguish between temporary and perpetual injunctions. (3)

OR

- Summarize the aim and objectives of the Specific Relief Act, 1963. (3)

Group-C

(Long Answer Type Questions)

5 x 6=30

7. Illustrate how silence by the offerere may sometimes constitute an acceptance of the offer. (5)
8. Explain the elements of coercion under the Indian Contract Act, 1872. (5)
9. Determine as instructed: A. A sold some land to B. At the time of sale both parties belived (5)
in good faith that the area of the land sold was 10 hectares. It, however, turned out that the area was 7 hectares only. Determine the validity of the contract. B. A tells his wife that he would commit suicide, if she did not transfer her personal assets to him. She does so under this threat. Determine whether the agreement can be avoided and by whom. C. A minor fraudulently represented to a moneylender that he was of full age and executed a

mortgage deed for Rs. 10,000. Does the moneylender has any right of action against the minor. D. A knows that the car he was buying from B was 10 years old although B has represented that he had purchased it only 4 years ago. Can A avoid the contract on the ground of fraud.

10. Explain quasi contracts and compile such contracts dealt with under the Indian Contract Act, 1872. (5)
11. List and briefly explain any four kind of offers. (5)
12. Summarize the cases which cannot be specifically enforced. (5)

OR

Illustrate any five circumstances where an injunction can be refused. (5)
