



# BRAINWARE UNIVERSITY

**Term End Examination 2023-2024**  
**Programme – B.A. LL.B.-2022/B.A. LL.B.-2023**  
**Course Name – Law of Contract I**  
**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) State the meaning 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  |
- (ii) Tell 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) Discover void contract in 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         |
- (iv) Predict the maximum number of parties involved in a contract under the Indian Contract Act.
- |      |              |
|------|--------------|
| a) 2 | b) 3         |
| c) 5 | d) Unlimited |
- (v) Interpret which remedy aims to place the injured party in the position they would have been if the contract had been performed correctly.
- |                 |                         |
|-----------------|-------------------------|
| a) Compensation | b) Specific Performance |
| c) Injunction   | d) Restitution          |
- (vi) Identify the section of the Indian Contract Act that deals with the revocation of offers
- |               |               |
|---------------|---------------|
| a) Section 5  | b) Section 9  |
| c) Section 18 | d) Section 24 |
- (vii) Discover the meaning of Wager agreement in the following manner
- |  |                                   |
|--|-----------------------------------|
| a) One will gain other will be in loss | b) Mutual chance of gain and loss |
| c) Both will be in loss                | d) Third party will be at gain    |
- (viii) Indicate the age below which a person is classified as a 'minor' for the purposes of contract law.
- |                 |                 |
|-----------------|-----------------|
| a) 16 years old | b) 21 years old |
|-----------------|-----------------|

- c) 18 years old  
d) 25 years old
- (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) Identify the type of Contract signed under misrepresentation.  
a) Void  
b) Voidable  
c) Valid  
d) Not Valid
- (xii) Select what Rescission of Contract means.  
a) Relinquishment or abandonment of a right in a contract  
b) Cancellation of all or some of the terms contracts  
c) Change in certain terms of contract  
d) All of these
- (xiii) Identify the nature of the contract where A intending to deceive B falsely represents that 500 mounds of Indigo are made annual at A's factory and thereby induces B to buy the factory.  
a) Voidable at the option of B.  
b) Voidable at the option of A.  
c) Valid.  
d) Void.
- (xiv) 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
- (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. Define Offer. (3)
4. Explain the concept of Consideration. (3)
5. State the significance of a lawful object in a contract. (3)
6. Describe the significance of mutual consent in discharging a contract. (3)

OR

State the rights of an innocent party during discharge of a contract. (3)

### Group-C

(Long Answer Type Questions)

5 x 6=30

7. Discuss the concept of free consent under the Indian Contract Act, highlighting the factors that can vitiate consent and render a contract voidable. (5)
8. Explain the various forms of coercion recognized by the Indian Contract Act and analyze how each form affects the consent of a party entering into a contract. (5)
9. Elaborate on the conditions that constitute undue influence as per the Indian Contract Act. (5)
10. Compare fraud and misrepresentation by the elements that differentiate them. (5)
11. Illustrate with relevant examples to highlight the application of Quasi Contracts in real-life scenarios. (5)

12. Describe the types of damages available under the Indian Contract Act and the key principles governing the assessment and calculation of damages. (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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