



BRAINWARE UNIVERSITY

Term End Examination 2023-2024

Programme – BBA LL.B.-2023

Course Name – Law of Contract I

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) Identify the date in which the Indian Contract Act came into force.
- a) 15th September, 1872 b) 1st September, 1872
c) 1st October, 1872 d) 15th October, 1872.
- (ii) 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
- (iii) Identify under which one of the following sections of The Indian Contract Act, for the purpose of contract, the term sound mind has been defined.
- a) Section 12 b) Section 10
c) Section 11 d) Section 13
- (iv) Identify where both parties are under mistake as to matter of fact, the agreement will be
- a) Enforceable b) Voidable
c) Not void d) Void
- (v) 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.
- (vi) Recall that the person making the proposal is called the
- a) promisee b) promisor
c) endorser d) bailor
- (vii) Choose from the following that is not the mode of discharge of contract.
- a) Performance of contract b) Lapse of time
c) Breach of contract d) Injunction

- (viii) Choose from the following options that under Section 36 of the Specific Relief Act, 1963, classifies injunction into
- a) Two
b) Three
c) Four
d) Five
- (ix) 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
- (x) Select the remedies open to a person, aggrieved from breach of contract.
- a) Suit for Damages
b) Suit for Injunction
c) Suit upon Quantum Meruit
d) All of these
- (xi) 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
- (xii) Identify the mode of communication that is considered legally effective for revoking an offer in India.
- a) Text message
b) Phone call
c) Email
d) Registered post
- (xiii) Choose the status of a contract to do an impossible act.
- a) Voidable
b) Void
c) Valid
d) Illegal
- (xiv) Identify the situation where Coercion, as defined under the Indian Contract Act, occurs.
- a) A party intentionally conceals material facts during contract negotiations.
b) One party dominates the will of the other and the transaction is unfair.
c) A false statement is made knowingly, with an intention to deceive the other party.
d) A party is forced to enter into a contract under the threat of harm.
- (xv) Select the term for a contract where both parties have fulfilled their obligations
- a) Void
b) Voidable
c) Executed
d) Unenforceable

Group-B

(Short Answer Type Questions)

3 x 5=15

2. Write the reasons of understanding capacity to contract and why it is crucial for ensuring the (3)
validity and enforceability of contracts in India.
3. Define Contract. (3)
4. Define Offer. (3)
5. Cite a real-life example of a situation where free consent was absent, leading to the (3)
voidability of a contract.
6. Analyze the role of consideration in a contract under the Indian Contract Act, 1872. (3)

OR

- Explain if there is a presumption of legal enforceability in the case of a social or domestic (3)
agreement.

Group-C

(Long Answer Type Questions)

5 x 6=30

7. Critically examine Section 29 of the Indian Contract Act, 1872, which deals with (5)
agreements by way of wager.
8. Determine the significance of Section 29 of the Indian Contract Act, 1872 and its role in (5)
upholding justice and fair play.

9. Analyze the conditions that must be fulfilled for a contract to be considered discharged by performance. (5)
10. Write down the examples to illustrate the application of compensatory damages and liquidated damages in different contractual scenarios. (5)
11. Discuss the principles and factors that Indian courts consider while awarding damages for breach of contract. (5)
12. Explain the concept of Quasi Contracts under the Indian Contract Act in detail. (5)

OR

Illustrate with relevant examples to highlight the application of Quasi Contracts in real-life scenarios. (5)
