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B.A.LL.B. (Semester II) Examination April 2016 CONTRACT I

Duration: 3 Hours Total Marks: 75

Instructions: 1) Answer any EIGHT questions from Q. No 1 to 12

8 X 8

- 2) Q. No 13 and Q. No. 14 are compulsory.
- Students are advised to incorporate the exact question number in the answer scripts.
- 4) Incorporate case laws in your answer
- What is meant by offer? What are the circumstances in which an offer lapses?
- 2. Explain the law governing agreements with minors.
- 3. What is "free consent"? Elaborate the circumstances where consent is not free.
- 4. Agreement without consideration is void. Are there any exceptions to this rule?
- Explain the various preventive reliefs under the Specific Relief Act.
- 6. There are some agreements, which are expressly declared void under the Indian Contract Act. Elucidate.
- 7. Define the term Acceptance. What are the essentials of valid acceptance?
- 8. What are contingent contracts? How are contingent contracts enforced?
- 9. Remedy by way of damages is the most common remedy available to the injured party. Explain the statement.
- Explain the various ways in which a contract may be discharged.
- 11. What is Government Contract? Explain elaborately the essentials of a valid government contract.
- 12. The basis of a quasi-contractual obligation is that No one should have unjust benefit at the cost of someone else. Elaborate.

13. Short Notes- (Any 2)

 $(2 \times 3 = 6)$

- a. Quantum Meruit
- b. Unsound Mind
- c. Appropriation of Payment

14. Short Notes- (Any 2)

 $(2 \times 2.5 = 5)$

- a. Joint Promisors
- b. Standard Form Contracts
- Agreements opposing public policy.
