

LLB
FIRST SEMESTER
LAW OF CONTRACT
LLB – 102 [REPEAT]
[USE OMR FOR OBJECTIVE PART]

**SET
A**

Duration: 3 hrs.

Full Marks: 70

Time: 30 min.

(Objective)

Marks: 20

Choose the correct answer from the following:

1×20=20

- Who is a Promisor?
 - who accepts a promise
 - who makes the proposal
 - who is a party to the contract
 - to whom a proposal is made
- A contract can be discharged by :
 - Performance of the contract
 - P Frustration of the contract
 - both (a) and (b)
 - neither (a) nor (b)
- If an agreement suffers from any uncertainty. It is:
 - Voidable
 - Void
 - Valid
 - None of the above
- Claim for necessities of life supplied to a minor under Section 68:
 - Cannot be enforced at all
 - Can be enforced against the minor personally on attaining majority
 - Can be enforced against the minor's property or estate
 - Can be enforced against the guardian, if any, of the minor
- Which is correct?
 - proposal + acceptance = promise
 - agreement + enforceability = contract
 - promise + consideration = agreement
 - all the above
- Which Section of the Indian Contract Act deals with essentials of Valid Contract?
 - Section 10
 - Section 11
 - Section 12
 - Section 13
- Considerations & objects are unlawful where it is:
 - forbidden by law or defeat the provision of any law
 - which is fraudulent
 - which is immoral & against the public policy
 - all the above
- Competency to contract relates to:
 - Age of the parties
 - Soundness of mind of the parties
 - Both age and soundness of mind
 - Intelligence of the parties

9. A finder of Goods:
- a. has no responsibility for the goods
 - b. is subjected to the same responsibility as a bailee
 - c. is the owner of the goods
 - d. None of these
10. The principle that no one shall be allowed to enrich himself at the expense of another is a part of :
- a. Quasi contract
 - b. Quantum meruit
 - c. Consideration
 - d. Nudum pactum
11. Which Section of the Specific Relief Act, 1963 deals with Temporary Injunction?
- a. Section 34
 - b. Section 35
 - c. Section 36
 - d. Section 37
12. Where both parties are under mistake as to matter of fact, the agreement will be:
- a. enforceable
 - b. void
 - c. voidable
 - d. None of the above
13. What is "Frustration of contract?"
- a. Commercial hardship
 - b. Physical impossibility due to disappearance of the subject matter of the contract or the object has failed to materialize.
 - c. neither (a) nor (b)
 - d. both (a) and (b)
14. The remedy of Specific performance of contract may be allowed:
- a. under the Indian Contract Act
 - b. under Specific Relief Act
 - c. Indian Partnership Act
 - d. Both (a) & (b)
15. Which Section of Indian Contract Act, deals defines Contract?
- a. Section 5
 - b. Section 2(h)
 - c. Section 2(a)
 - d. Section 2(e)
16. Every promise and every set of promise forming the consideration for each other is a/an:
- a. contract
 - b. acceptance
 - c. agreement
 - d. proposal
17. When the Consent of the parties is obtained by mistake, the Contract is:
- a. Illegal
 - b. Void
 - c. Voidable
 - d. Valid
18. Consideration in a contract:
- a. must be present only
 - b. must be future only
 - c. may be past, present or future
 - d. may be past and future only

19. A proposal when accepted becomes:
- a. promise
 - b. agreement
 - c. contract
 - d. None of the above
20. Which Section of the Indian Contract Act defines Consideration?
- a. Section 2(a)
 - b. Section 2(b)
 - c. Section 2(c)
 - d. Section 2(d)

(Descriptive)

Time : 2 hrs. 30 min.

Marks : 50

[Answer question no.1 & any four (4) from the rest]

1. What do you mean by offer? Explain the kinds of offer with the help of case law? 2+8=10
2. What do you mean by Consideration? Discuss the essentials of a valid Consideration with the help of case law? 3+8=7
3. Discuss in detail "who are incompetent to enter into contract". 10
4. Write a note on essentials of a Valid Contract. 10
5. Write short notes on: 5+5=10
 - a. Government Contract
 - b. Specific Performance of Contracts
6. What do you mean by Discharge of Contract? Explain the different modes of discharge of Contract? 3+7=10
7. What do you mean by Void Agreement? What are the various void agreement recognized under Indian Contract Act, 1872? 3+7=10
8. What are the grounds under which an agreement can be said as "an agreement without lawful consideration and object"? 10

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