

**B.A. Law (5 Year Degree Course) SEM-II (2015 Course) CBCS :  
SUMMER - 2019**

**SUBJECT : LAW OF CONTRACT**

Day : Saturday  
Date : 27/04/2019

**S-2019-1628**

Time : 10.00 AM TO 01.00 PM  
Max. Marks : 60

**N.B.:**

- 1) All questions are **COMPULSORY**.
- 2) All questions carry **EQUAL** marks.

**Q.1** Write short notes on any two of the following

- a) Electronic Contracts
- b) Wagering Agreements
- c) Doctrine of Frustration
- d) Time is essence of Contract

**OR**

“Acceptance is to an offer what a lighted match is to a train of gunpowder. It produces something which cannot be recalled or undone.” Comment on the statement and briefly discuss the essentials of a valid acceptance.

**Q.2** What is Consent? When consent is said to be free? Distinguish between coercion and undue influence.

**OR**

Define consideration. Discuss the essential elements of valid consideration

**Q.3** Under the Indian Contract Act, 1872 there are certain relations resembling those created by a Contract. Explain with the help of relevant case law.

**OR**

Who is competent to contract? What is the Legal effect of an agreement when one of the party to contract is a minor?

**Q.4 a)** Amita invited Bina to her house for dinner. Bina accepted the invitation but later did not go due to illness. On Bina's failure to attend the dinner Amita filed a suit against Bina for the price of non consumed food. Will the Law enforce this agreement?

**b)** Discuss the facts and principle laid down in the case of Carlill v. Carbolic Smoke Ball Company.

**OR**

**a)** P sold his business to Q without disclosing this to his customers. M an old customer sent an order for goods to P by name. Q, the new owner, executed the order. Is M bound to accept the goods?

**b)** Discuss the facts of Hadley v. Baxendale in brief and the principle laid down in it.

**Q.5** Explain with reference to Specific relief Act 1963,

**a)** What is specific performance? In what cases can the specific performance of a contract be enforced?

**b)** Write short notes on **ANY TWO** of the following

- i) Perpetual Injunction
- ii) Rectification of Instruments
- iii) Rescission of Contract

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