

B. A. LAW (5 YEAR DEGREE COURSE) SEM-III (2009 COURSE)
: SUMMER - 2018
SUBJECT : CONTRACT – I

Day : **Thursday**
Date : **12/04/2018**

Time : **10.00 AM TO 01.00 PM**
Max. Marks : 80

S-2018-1317

N.B.

- 1) Attempt **ANY SIX** questions including **Q.1** which is **COMPULSORY**.
- 2) **Q.1** carries **20** marks and all other questions carry **12** marks each.

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- Q.1** Write short notes on the following:
- a) Rectification of documents
 - b) Declaratory decree
 - c) Injunctions
 - d) Rescission of contract
 - e) Recovery of possession of immovable property
 - f) Cancellation of documents
- Q.2** The contract is complete when acceptance is received by the offeror and the contract is made at the place where the acceptance is received. Elaborate with special reference to Entores Ltd v/s Miles Far East Corporation.
- Q.3** A contract cannot be enforced by a person who is not party to it. Explain the statement and discuss privity of contract under Indian Law along with its exceptions.
- Q.4** Contracts with minors are void ab initio. Explain this statement with the help of a landmark case law.
- Q.5** When is the consent said to be a free consent? Distinguish between coercion and undue influence.
- Q.6** Every illegal contract is void but every void contract is not illegal. Discuss the differences between illegal and void contracts.
- Q.7** What are the various provisions and rules regarding performance of contract with respect to time and place of performance?
- Q.8** Explain in detail:
- a) Anticipatory breach
 - b) Novation
- Q.9** Discuss the provisions relating to “certain relations resembling those created by contract” under section 68 to 72 of the Indian Contract Act.
- Q.10** “Damages are compensatory in nature, not penal.” Explain.