

B.A. LAW (5 YEAR DEGREE COURSE) SEM-II (2015 COURSE)

CBCS : SUMMER - 2018

SUBJECT: LAW OF CONTRACT

Day : **Wednesday**

Time: **10.00 AM TO 01.00 PM**

Date : **25/04/2018**

S-2018-1277

Max. Marks: 60.

N.B.:

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

Q.1 A) "All agreements are contracts if they are made by free consent of the parties". Discuss the statement in light of provisions relating to free consent under the Indian Contract Act, 1872

OR

- B) Write short notes on the following:
- a) Contingent Contracts
 - b) Quasi Contracts

Q.2 A) What is Specific Performance of a Contract? In what cases a Specific Performance of a contract 'can be' and 'cannot be' enforced under the Specific Relief Act, 1963.

OR

- B) Write short notes on Any 2 of the following:
- a) Injunction
 - b) Rectification and Cancellation of Contracts
 - c) Rescission of Contracts

Q.3 A) State briefly the law relating to Competence of Parties in a contract under the Indian Contract Act, 1872.

OR

- B) Write short notes on the following:
- a) Historical development of law of contracts in England and India
 - b) Standard Form Contract

Q.4 A) I) Discuss the following cases and the legal provisions applicable to it:

- a) Carlill v. Carbolic Smoke Ball Co.
- b) Mohori Bibee v. Dharmodas Ghose

II) Explain the Principle applicable to the following illustration along with the liability of the breaching party.

A, who were manufacturers of motor-car tyres and tubes sold some of these goods to B, who agreed not to sell those goods further below the manufacturer's list price and also agreed to pay Rs. 500 in the contract for every tyre, tube, etc. sold below the list price. B sold the tyres below the manufacturer's list price

OR

B) I) Discuss the following cases and the legal provisions applicable to it:

- a) Hochester v. De La Tour
- b) Chinnayya v. Rammayya

II) Explain the Principle applicable to the following illustration:

A, contracts to take in cargo for B, at a foreign port. A's Government afterwards declares war against the country in which the port is situated.

Q.5 A) "Indian Contract Act, 1872 provides for the circumstances which will render the agreement Void due to Illegality of Object or Consideration". Discuss.

OR

B) Write short notes on the following:

- a) Principles governing Damages under Indian Contract Act, 1872
- b) Tender of Performance