

LL. B. (3 YEAR DEGREE COURSE) SEM-I (2015 COURSE)
(CHOSE BASED CREDIT SYSTEM) : SUMMER - 2018
SUBJECT: LAW OF CONTRACT

Day : **Wednesday** Time: **10.00 AM TO 01.00 PM**
Date : **16/05/2018** **S-2018-1566** Max. Marks: 60

N.B.:

- 1) All questions are **COMPULSORY**.
 - 2) All questions carry **EQUAL** marks.
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Q.1 a) 'All contracts are agreements but all agreements are not contracts.' Discuss the statement explaining the essential elements of valid contract.

OR

b) Explain the term Consideration and state the exceptions to the rule – 'No consideration, no contract.'

Q.2 a) A fruit parcel is delivered under a mistake to 'R' who consumes the fruits thinking them as birthday present. Discuss the liability of 'R'.

b) 'An offer must be communicated to the offeree.' This principle was discussed in the case Lalman V. Gauri Dutt. State the fact, issues and judgment of this case.

OR

a) The unloading of ship was delayed beyond the date agreed with the ship-owners owing to a strike of dock labourers. On a suit by ship-owners for damages, the plea of impossibility of performance was raised. Advise the ship-owners.

b) State the fact, issues and judgment of Falthouse V. Bindley case.

Q.3 a) Discuss with suitable illustrations the law relating to validity of contracts by minors.

OR

b) Discuss briefly the remedies for the breach of contract.

Q.4 a) What do you understand by the performance of contract? State who can demand performance and by whom contracts be performed?

OR

b) Write Short Notes:

- i. Contingent Contracts & Wagering Agreements
- ii. Fraud & Misrepresentation

Q.5 a) Write in reference to Specific Relief Act, 1963:

What is Specific Performance? Enumerate the cases in which Specific performance can be obtained?

OR

b) Write Short Notes:

- i. Cancellation of Instrument
- ii. Declaratory Decree

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