

**LL. B. (3 Year Degree Course) SEM-I (2015 Course) (Choice based
Credit System) : WINTER - 2018**
SUBJECT: LAW OF CONTRACT

Day : Saturday
Date : 01/12/2018

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

W-2018-1501

N.B.:

- 1) All questions are **COMPULSORY**.
 - 2) All questions carry **EQUAL** marks.
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Q.1 a) 'An agreement enforceable by law is a Contract'. Discuss the definition and bring out clearly the essentials of valid contract.

OR

b) 'A stranger to the consideration can sue but a stranger to contract cannot sue'. Explain.

Q.2 a) 'X' offers to sell 'Y' a painting which 'X' knows is a copy of a well known masterpiece. 'Y' thinking that the contract is an original one and that 'X' must be unaware of this, immediately accepts X's offer. Does this result into a contract?

b) Discuss in brief the facts of the case Mohiri Bibi V. Dharam Das Ghose and the principle laid down in it.

OR

a) 'P' sold his business to 'Q' without disclosing this to his customer. '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) State the fact, issues and judgment given in Hadley V. Baxendale Case.

Q.3 a) What are Reciprocal Promises? State the provisions of the Indian Contract Act which deal with the order of performance of promises.

OR

b) Discuss fully the Doctrine of Supervening impossibility.

Q.4 a) 'A quasi-contract is not a contract at all. It is an obligation which the law creates.' Amplify and state the quasi-contracts recognized under the Indian Contract Act.

OR

b) Write Short Notes:

- i. Anticipatory breach of Contract
- ii. Standard form of contract

Q.5 a) Write in reference to Specific Relief Act, 1963: State a person who can obtain Specific Performance?

OR

b) Write Short Notes:

- i. Injunction
- ii. Declaratory Decree

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