

**B.B.A. LL.B. (5 YEAR DEGREE COURSE) SEM-III (2009
COURSE) : WINTER - 2017
SUBJECT: CONTRACT -I**

Day: **Monday**
Date: **13/11/2017**

Time: **02.30 PM TO 05.30 PM**
Max. Marks: 80

W-2017-1103

N.B.:

- 1) Attempt any **SIX** question including Q. No. 1 is **COMPULSORY**.
- 2) **Q. No. 1** carries **20** marks and all other question carry **12** marks each.

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- Q.1** Write short notes on any **FOUR** with reference to specific Relief Act.
- a) Types of Injunction
 - b) Sec. 15 of specific Relief Act
 - c) Cancellation of Instrument
 - d) Personal bars to relief
 - e) Rectification of Instrument
 - f) Specific performance of Contract
- Q.2** A contract is defined as 'an agreement enforceable by law'. Discuss.
- Q.3** What do you understand by 'Capacity to contract'? What is the effect of an agreement made by persons not qualified to contract?
- Q.4** Define contingent contracts. What are the rules as to the enforcement of contingent contract?
- Q.5** Define consideration and explain the rule 'No consideration no contract' with exceptions.
- Q.6** What do you mean by performance of a contract? State in brief provisions relating to the time and place of the performance of contract.
- Q.7** Define free consent. When is the consent said to be caused by fraud? State the difference between fraud and misrepresentation.
- Q.8** In what cases the consideration and object of an agreement are said to be unlawful? Illustrate with examples.
- Q.9** Discuss briefly the various modes in which contract may be discharged.
- Q.10** Discuss the concept of damages as evolved in Hadley V. Baxendale.

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