

**B.A. LL.B (5 YEAR DEGREE COURSE) SEM-II (2015
COURSE) CBCS : WINTER - 2017**

SUBJECT: LAW OF CONTRACT

Day : Tuesday
Date : 10/10/2017

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

W-2017-1154

N.B.:

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

Q.1 A) State the remedies available to an aggrieved party in case of Breach of Contract.

OR

- B)** Write short notes on the following:
- a) Wagering Agreements
 - b) Standard Form Contracts

Q.2 A) I) Discuss the following cases and legal provisions applicable to it:

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

II) Explain the principle applicable to 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.

OR

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

- a) Derry v. Peek
- b) Hadley v. Baxendale

II) Explain the principle applicable to following illustration:

A offered to buy his nephew's horse for \$30 adding that, "If i hear no more about him, i shall consider the horse mine." The nephew did not communicate his acceptance to A, but told B, an auctioneer to remove the horse out of an auction sale as he intended to reserve it for his uncle. B sold the horse by mistake.

Q.3 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) Quasi Contracts
- b) Tender of Performance

Q.4 A) What is consent? When is consent said to be free? Distinguish between Coercion and Undue Influence.

OR

B) Write short notes on the following:

- a) Void Agreements
- b) Principles governing Damages under Indian Contract Act, 1872

Q.5 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

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