## BACHELOR OF LAWS - LL.B. (THREE YEAR DEGREE COURSE) (CBCS - 2015 COURSE)

LL.B. Sem-I:: SUMMER - 2022 SUBJECT: LAW OF CONTRACT

Day : Monday

Date : 23-05-2022

Time : 02:00 PM-04:30 PM

Max. Marks : 60

N.B.:

- 1) All questions are **COMPULSORY**.
- 2) All questions carry **EQUAL** marks.
- Q.1 a) 'A valid offer and acceptance give rise to a contract, which is an agreement enforceable by law'. Explain in detail the rules relating to valid offer and acceptance with the help of case laws.

OR

- b) 'Every person is competent to contract who is of age of majority according to the law to which he is subject and who is of sound mind and is not disqualified from contracting by any law to which he subject'. Explain.
- Q.2 a) i) Discuss the theory of fundamental breach under Standard Form Contracts with the help of the case of Davies v. Collins.
  - ii) A and B make a contract. According to the contract, B agrees to give his music hall on rent to A for a concert. A makes advance payment of ₹ 1000/- to B and agrees to pay ₹ 1000/- more after the concert. One day before the concert the music hall gets destroyed due to fire, without any fault of either parties. A demands advance amount and damages for the loss he has incurred due to cancellation of the concert. On the other hand B demands the balance amount of ₹ 1000/-. Evaluate the legal provision.

OR

- b) i) State the facts of Hadley v. Baxendale and discuss the principle laid down under it.
  - ii) A medical practitioner states that he earns 2000 pounds every year from his practice. Based on this statement Mr. B thinks of buying the practice, but after some duration when Mr. B goes to enter into the contract, the statement earlier is no longer true as the medical practitioner had fallen ill so his income from the practice had also decreased. At the time of making contract, the medical practitioner does not inform the change of circumstance to the purchaser. Is the contract valid or void or voidable?
- Q.3 a) 'When the contract ceases to be binding on the parties thereto, it is said that the contract has been discharged'. Enumerate the various methods of discharge of Contract.

OR

- b) 'Sometimes the parties to an agreement are so related to each other that one of them is able to dominate the will of the other and uses this dominance for the disadvantage of the other'. Explain the statement in the light of Undue Influence.
- **O.4** a) Write note on:
  - i) Unlawful Consideration and Object

ii) Quasi Contract

OR

- **b)** Write note on:
  - i) Importance and adequacy of consideration
  - ii) Novation and Alteration
- Q.5 Explain with reference to Specific Relief Act.
  - a) i) Injunction

Cancellation of Instruments

OR

b) i) Rectification of Instruments

ii) Declaratory Decree