

**BACHELOR OF LAWS - LL.B. (THREE YEAR DEGREE COURSE) (CBCS-2021 COURSE)**  
**LL.B. Sem - I : WINTER- 2022**  
**SUBJECT : LAW OF CONTRACT**

Day : Wednesday

Time : 10:00 AM-12:30 PM

Date : 21-12-2022

**W-24992-2022**

Max. Marks : 60

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**N.B.:**

- 1) All questions are **COMPULSORY**.
  - 2) All questions carry **EQUAL** marks.
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**Q.1 A)** Write short notes on **ANY TWO** of the following:

- i) Invitation to offer
- ii) Anticipatory Breach
- iii) Tender of Performance
- iv) Agreements in restraint of trade

**OR**

**B)** 'All Contracts are agreements but all agreements are not Contracts'. Explain.

**Q.2 A)** 'Minors are protected under the Indian Contract Act, 1872'. Explain the provisions relating to position of minors with the help of case laws.

**OR**

**B)** What are Standard Form Contracts? Enumerate the protective doctrines evolved by the courts in the light of relevant case laws.

**Q.3 A)** 'A Quasi Contract is not a contract in the real sense'. Explain with reference to different types of Quasi Contracts under the Indian Contract Act, 1872.

**OR**

**B)** 'Damages are the only remedy given under the Indian Contract Act, 1872. Explain the rules relating to award of damages with reference to *Hadley v. Baxendale*.

**Q.4 A) i)** 'A' whose age is 85 years and whose mental capacity is weak due to illness, gifts his whole property to his grandson instead of his wife and children. He files a suit for revocation of the gift deed on the basis that his consent is influenced by undue influence. Will Mr. A succeed? Discuss with the help of relevant provisions.

**ii)** Write case comment on *Carlill v. Carbolic Smoke Ball Co.*

**OR**

**B) i)** 'P' agrees to sell his car to 'A' worth Rs. 1 lac in Rs. 20,000. 'P's' consent was freely given. Later on 'P' denies to sell the car to 'A' on the basis that the consideration is inadequate and therefore the agreement is void. Will he succeed?

**ii)** Write case comment on *Chinnayya v. Ramayya*.

**Q.5 A)** Explain the relief of Injunction given under the Specific Relief Act, 1963.

**OR**

**B)** Answer **ANY TWO** from the following with reference to Specific Relief Act, 1963:

- i) Cancellation of Instruments
- ii) Rectification of Instruments
- iii) Rescission of Contracts

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