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Second Semester B.A. LL.B./B.Com. LL.B./B.B.A. LL.B. (Five Year Integrated) Degree Examination, February 2025

Paper V: LAW OF CONTRACT

(2011 - 2019 Admission)

Time: 3 Hours Max. Marks: 80

- I. Explain any **five** of the following. Each question carries 2 marks. Answers should not exceed **50** words each.
 - (a) Consideration
 - (b) Undue influence
 - (c) Immoral agreements
 - (d) Rectification
 - (e) Void agreements and voidable contracts
 - (f) Quantum meruit rule
 - (g) Rule in Hadley V. Baxendale

 $(5 \times 2 = 10 \text{ Marks})$

- II. Answer any four of the following. Each question carries 4 marks. Answers should not exceed 120 words each.
 - (a) Discuss the principle of privity of contract.
 - (b) Explain the concept of charitable subscriptions with examples.
 - (c) Write a short note on the doctrine of accord and satisfaction.
 - (d) Explain the legal provisions regarding the capacity of minors to enter into contracts under Indian law.
 - (e) Describe the consequences of contracts opposed to public policy.

 $(4 \times 4 = 16 \text{ Marks})$

- III. Answer any four of the following. Each question carries 6 marks.
 - (a) A minor enters into a contract with a landlord to lease a house and later refuses to pay the rent. Is the contract enforceable? Discuss with reference to Indian and English law.
 - (b) A seller promises to deliver a machine to a buyer on a specified date. Due to an unforeseen government restriction, the seller cannot perform the contract. Can the seller be excused? Discuss with reference to the doctrine of frustration.
 - (c) A promises to superintend, on behalf of B, a legal manufacture of indigo, and an illegal traffic in other articles. B promises to pay to A, a salary of 10,000 rupees a year. What is the validity of the agreement?
 - (d) A bank employee, under undue influence from a higher official, agrees to sign a fraudulent contract. Is the contract valid? Explain.
 - (e) A company offers to sell goods to another company but withdraws the offer before acceptance. Discuss the validity of the withdrawal with reference to the law of offer and acceptance.

 $(4 \times 6 = 24 \text{ Marks})$

- IV. Answer any three of the following. Each question carries 10 marks.
 - (a) Discuss the essential elements for the formation of a valid contract.
 - (b) Analyse the legal principles governing the discharge of contracts.
 - (c) Explain the concept of quasi-contracts, their nature and the situations in which they arise under Indian law.
 - (d) Examine the remedies available under the Specific Relief Act, 1963, for the enforcement of contracts.

 $(3 \times 10 = 30 \text{ Marks})$