

Topic: The Indian Contract Act, 1872

Question 1: A husband agreed to pay to his wife certain amount as maintenance every month while he was abroad. Husband failed to pay the promised amount. Wife sued him for the recovery of the amount. Decide as per the Indian Contract Act, 1872 whether the suit by wife is maintainable?

Question 2: A threatened to shoot B if he (B) does not lend him ` 2,00,000 and B agreed to it. Decide the validity of the agreement.

Question 3: Mr. M agrees to write a book with a publisher. After few days, Mr. M dies in an accident. Decide the future of the agreement.

Question 4: X contracts with Z (owner of the factory) for the supply of 10 tons of rice, but before the supply is effected, the fire caught in the factory and everything was destroyed. Discuss.

Question 5: A coolie in uniform picks up the luggage of R to be carried out of the railway station without being asked by R and R allows him to do so. Examine whether the coolie is entitled to receive money from R?

Question 6: A promises to sell his plot to B for ` 10 lacs cash down, but B pays only ` 2,50,000 as earnest money and promises to pay the balance on next Sunday. On the other hand, A gives the possession of plot to B and promises to execute a sale deed on the receipt of the whole amount. State the nature of the contract in the given situation?

Question 7: G (Gauridutt) sent his servant L (Lalman) to trace his missing nephew. He then announced that anybody who traced his nephew would be entitled to a certain reward. L traced the boy in ignorance of this announcement. Subsequently when he came to know of the reward, he claimed it. Decide on the basis of the Indian Contract Act, 1872 whether the contention of L is valid?

Question 8: A proposes B to purchase his android mobile for ` 5000 and if no reply by him in a week, it would be assumed that B had accepted the proposal. Decide the validity of the agreement.

Question 9: B a supplier, sent a draft agreement relating to the supply of coal to the manager of railway Co. viz, Metropolitan railway for his acceptance. The manager wrote the word "Approved" on the same and put the draft agreement in the drawer of the table intending to send it to the company's solicitors for a formal contract to be drawn up. By an over sight the draft agreement remained in drawer. Decide the validity of the agreement.

Question 10: 'A' makes a proposal to 'B' by post to sell his house for ` 50 lakhs and the letter containing the offer is posted on 10th March and that letter reaches 'B' on 12th March but he reads it on 15th of March. On which date the offer is said to be communicated?

Question 11: An old lady made a gift of her property to her daughter with a direction to pay a certain sum of money to the maternal uncle by way of annuity. On the same day, the daughter executed a writing in favour of the brother agreeing to pay annuity. The daughter did not, however, pay the annuity and the uncle sued to recover it. Decide, whether the contention of the uncle to sue is valid or not?

Question 12: A pays ₹5,000 to B and B promises to deliver to him a certain quantity of wheat within a month. In this case, A pays the amount, whereas B merely makes a promise. State the nature of the consideration in the given situation?

Question 13: A man promises to discover treasure by magic. Decide the validity of the transaction?

Question 14: A is indebted to C for ₹6,00,000 but the debt is barred by the Limitation Act. A sign a written promise now to pay ₹5,00,000 in final settlement of the debt. Decide the validity of the contract.

Question 15: A student was induced by his teacher to sell his brand new car to the latter at less than the purchase price to secure more marks in the examination. Accordingly the car was sold. However, the father of the student persuaded him to sue his teacher. State on what ground the student can sue the teacher?

Question 16: 'A' believed the engine of his motor cycle to be in an excellent condition. 'A' without getting it checked in a workshop, told to 'B' that the motor cycle was in excellent condition. On this statement, 'B' bought the motor cycle, whose engine proved to be defective. State the nature of the statement given by "A".

Question 17: State the difference between Coercion and Undue influence.

Question 18: What is the distinction between fraud and misrepresentation?

Question 19: A, intending to deceive B, falsely represents that 500 maunds of indigo are made annually at A's factory, and thereby induces B to buy the factory. What is the validity of the contract?

Question 20: A by a misrepresentation leads B to believe erroneously that 750 tons of sugar is produced per annum at the factory of A. B examines the accounts of the factory, which should have disclosed, if ordinary diligence had been exercised by B, that only 500 tons had been produced. Thereafter B purchases the factory. Discuss the validity of the contract.

Question 21: A offers to sell his Ambassador Car to B, who believes that A has only Fiat Car, agrees to buy the car. Decide the validity of the contract.

Question 22: What is the difference between Agreement and Contract?

Question 23: State the difference between void and illegal agreements.

Question 24: B promises to pay a sum of ₹ 5,00,000 to A if A is able to swim across the Indian Ocean from Mumbai to Aden within a week. Discuss the validity of the agreement.

Question 25: "An anticipatory breach of contract is a breach of contract occurring before the time fixed for performance has arrived". Discuss stating also the effect of anticipatory breach on contracts.

Question 26: A contracts to pay B a sum of money when B marries C. C dies without being married to B. Discuss the future of the contract.

Question 27: State the difference between a contingent contract and a wagering contract under the Indian Contract Act, 1872.

Question 28: A fruit parcel is delivered under a mistake to R who consumes the fruits thinking them as birthday present. State the remedy available to the true owner.