

2022

LAW

Law of Contract

Paper - 106

(NEW SYLLABUS)

Full Marks : 80

Time : 3 Hours

The figures in the right-hand margin indicate marks.

Candidates are required to give answers in their own words as far as practicable.

Answer question no. 1 and any **five** from the rest.

1. Answer any **ten** questions : 2×10=20
- i) What do you mean by unenforceable contract?
 - ii) What is "*consensus ad idem*"?
 - iii) What is meant by proposal?
 - iv) What do you mean by *quantum meruit*?
 - v) On what grounds does a proposal stand revoked?
 - vi) Discuss the effect of contract, if a letter of acceptance is lost in postal transit.
 - vii) Does threat to commit suicide amount to coercion?

[Turn over]

- viii) Distinguish between fraud and misrepresentation.
 - ix) What do you mean by contingent contract?
 - x) Define voidable contract.
 - xi) What is undue influence?
 - xii) Explain general offer.
2. Describe the essentials of a valid contract. When does an agreement become void? 8+4=12
 3. "A contract without consideration is void" – explain and state the exceptions to the rule. 4+8=12
 4. Define consideration. What are the legal rules regarding consideration? 2+10=12
 5. Describe the effects of minor's agreement with case laws. 12
 6. "An agreement in restraint of trade is void." Examine this statement mentioning exceptions. 12
 7. Define wagering agreement. What are the essentials of a wagering agreement? Discuss effect of wagering agreements. 3+6+3=12
 8. What are the various ways in which a contract may be discharged? 12
 9. Discuss the provisions of the Indian Contract Act regarding quasi contracts. 12