

(N. B. : Figures to the right indicate full marks.)

1. Answer the following :- 20
- When can an offer be revoked?
 - When does silence amount to fraud?
 - When is consent said to be free?
 - What is the effect of inadequacy of consideration upon a contract?
 - What is breach of contract?
 - When two or more persons make a joint promise, whom can the promise compel to perform the promise?
 - What is rectification of an instrument?
 - What are the circumstances under which a contract can be rescinded?
 - Upon whom is declaratory decree binding?
 - Upon whom specific performance can be enforced?
2. Write short notes (any four) 20
- Novation
 - Coercion
 - Government Contracts
 - Theory of fundamental breach in standard form contract
 - Damages in lieu of or in addition to injunction
 - Defence in a suit for specific performance of a contract.
3. Answer the following giving reasons (any two) :- 12
- The Plaintiff was an applicant for the post of Head Master in a school. The management passed a resolution appointing him, but the decision was not communicated to him. One of the members, *however*, in his individual capacity informed the plaintiff about the decision. The management subsequently cancelled their resolution. The plaintiff sued for the breach of contract.
 - Had any contract arisen between the plaintiff and the school?
 - Was acceptance validly communicated to the plaintiff?
 - A, by a registered document, promised to pay his wife S, a fixed sum of money for her separate residence, after referring certain quarrels and disagreements with her. However, subsequently A refused to do so.
 - Whether B can enforce the above promise against her husband?
 - What difference would it make if the above promise was made by A without referring the quarrels and disagreements?
 - A is a landlord, whereas B is his tenant. The term of tenancy has expired, but B refuses to vacate the premises.
 - What is the remedy available to A against S?
 - What is the remedy available to B under specific Relief Act, who has been thrown out of premises forcibly by A?
4. Answer the following (any four) :- 48
- Discuss the law relating to wagering agreement.
 - What is a contingent contract? Discuss the law relating to enforcement of contingent contracts.
 - "A stranger to consideration may sue upon the contract but not stranger to contract" .-Comment.
 - When is a contract said to be induced by undue-influence? When is a party deemed to be in a position to dominate the will of another? What is the effect of undue influence on a contract?
 - What is specific performance of a contract? Discuss the contracts which can not be specifically enforced.
 - What is an Injunction? State the circumstances in which perpetual injunction can not be granted by the court.

[TURN OVER]