

(3 Hours)

[Total Marks : 100]

[N.B. : Figures to the right indicate full marks.]

1. Answer the following :— 20
 - (a) Who is a Promisor and who is a Promisee under Indian Contract Act ?
 - (b) Is an article displayed in a shop with a price tag attached to it, an offer ?
 - (c) What is consideration as defined under Indian Contract Act ?
 - (d) What is the effect of an agreement in restraint of legal proceedings ?
 - (e) When two or more persons make a joint promise, whom can the promisee compel to perform the promise ?
 - (f) What is a Contingent contract ?
 - (g) What is Coercion ?
 - (h) What is the purpose of declaratory decree ?
 - (i) When can cancellation of instrument be ordered ?
 - (j) What is temporary injunction ?

2. Write short notes on (any four) :— 20
 - (a) Clayton's Rule
 - (b) Fraud
 - (c) Wagering Agreements
 - (d) Reasonable notice of terms in standard form contract
 - (e) Discretion as to decreeing specific performance
 - (f) Recovery of specific movable property.

3. Answer the following giving reasons (any two) :— 12
 - (a) 'A' gives some sample of his product to a carrier 'B' for carriage to a place where exhibition is to take place. This fact was brought to the notice of the carrier. Due to negligence of the carrier, the goods reach the destination after the exhibition is over. 'A' claims damages for the loss of profit due to non-arrival of goods at the exhibition from 'B'.
 - (i) What is remoteness of damages in a breach of contract ?
 - (ii) Will 'A' succeed in the above case ?
 - (b) 'A' took a loan from a Banker. As there was special scarcity in the money market, the banker gave this loan on an interest of extra-ordinary high rate.
 - (i) What is undue-influence ?
 - (ii) Can 'A' deny to pay interest on the ground of undue-influence ?
 - (c) X sells a field to Y. There is right of passage over the field of which X has direct personal knowledge but he conceals this fact from Y when asked.
 - (i) What is rescission of contract ?
 - (ii) Can Y get the contract rescinded ?

4. Answer the following (any four) :— 48
 - (a) "All the agreements are not contracts, but all the contracts are agreements". Discuss.
 - (b) Courts and Law should prevent unjust enrichment". Discuss under the provisions of Indian Contract Act.
 - (c) Discuss the law relating to communication of proposal, acceptance and its revocation. How can a proposal be revoked ?
 - (d) Who is competent to contract ? Discuss the law relating to contracts with a minor.
 - (e) Discuss the principles governing rectification of instruments as embodied under Specific Relief Act.
 - (f) What is perpetual injunction ? When can a perpetual injunction be granted ?

[TURN OVER