

Sem. I

May 2019

[Time: 3 Hours]

[Marks:100]

Please check whether you have got the right question paper.

- N.B:** 1. All the questions are compulsory  
2. Figures to the right indicate full marks.

- Q.1** Answer the following (in not more than two sentences). (20)
- When consent is not said to be free?
  - Define coercion?
  - What is the exception to agreement in restraint of trade?
  - Give two instances of invitation to offer?
  - When time is essence for the performance of the contract?
  - Write two clayton's rules?
  - Who can sue for recovery of possession of movable property?
  - Under what circumstances court can order for rectification of instruments?
  - Against whom declaratory decree is effective?
  - What are the different types injunctions?
- Q.2** Write short notes on (any four): (20)
- Novation
  - Wagering agreements
  - Anticipatory breach of the contract
  - Doctrine of strict construction.
  - Mandatory injunction
  - Specific performance of the contract
- Q.3** Answer the following by giving reasons (any two) (12)
- A purchases a steamer ticket. On the back of the ticket, a condition has been printed that the company will not be liable for loss or injury to the passenger or his luggage. On the face of the ticket, there was no indication that some conditions have been printed on the back of the ticket. The luggage of 'A' is lost due to negligence of the staff of Steamer.
    - What is 'reasonable notice of terms' under Standard Form of Contract?
    - Can the company be held liable for the loss?
  - 'X' agreed to sell his car to 'Y' the worth of which is Rs. 4,00,000 for Rs.10,000. X's consent to the contract is freely given. Subsequently X denied selling his car to Y contending that the consideration was inadequate. Therefore the agreement is void.
    - When the contract can be avoided on the ground of inadequacy of the consideration?
    - Whether A succeeds in this case?
  - Ram files a suit against Laxman for declaration that he is entitled to receive Rs.10,000. However, he did not pray for recovery of the said amount and interest on the amount from B.
    - What is declaratory decree?
    - Can declaration be ordered in the above case? Give reasons?

Q.4 Answer the following (any four)

(48)

- a) Define proposal. What are the essentials of a valid proposal?
- b) "Certain relations resembling those of contract." explain?
- c) When contract is said to be induced by fraud? When duty to speak arises?
- d) Discuss about the doctrine of frustration and what are specific grounds of frustration?
- e) What is rescission of contract? When rescission can be ordered by the court and the limitations on the right?
- f) Discuss the law relating to cancellation of instruments under the Specific Relief Act?

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