

Seat No: _____

Enrollment No: _____

PARUL UNIVERSITY
FACULTY OF LAW
I-B.A. LLB., Winter 2017 – 18 Examination

Semester: 2
Subject Code: 17300152
Subject Name: Contract-I

Date: 21-12-2017
Time: 10:30AM to 01:00PM
Total Marks: 60

Instructions:

1. All questions are compulsory.
2. Figures to the right indicate full marks.
3. Make suitable assumptions wherever necessary.
4. Start new question on new page.

Q.1 Do as directed. (1 marks each. All Compulsory)

(15)

State the following statements in form of True & False:

1. A void contract is one which is void ab initio.
2. An offer stands revoked if the offeree fails to fulfil a condition precedent to acceptance.
3. Consideration may move from the promisee or any other party.
4. Suicide Is no crime.
5. Every agreement, by which anyone is restrained from exercising a lawful trade or business of any kind, is to that extent void.
6. In contingent contract future event is only collateral.
7. In an executed contract both the parties have yet to fulfill their obligations.;
8. If a minor has received any benefit under a void agreement, he can be asked to compensate or pay for it.
9. An agreement in contemplation of divorce is valid.

Choose the correct option

10. Which one of the following is a Wagering Contract?
 - a) Lotteries
 - b) Cross-word Competition
 - c) Chit-fund
 - d) Horse race
11. Which of the following is an example of fiduciary relationship?
 - a) Doctor and Patient
 - b) Lawyer and Client
 - c) Parent and Child
 - d) All of the Above
12. Consideration must move
 - a) From the promisee only
 - b) From any other person
 - c) Either (a) or (b)
 - d) The desire of the promisor
13. Display of articles in a showroom with a price tag is
 - a) Offer to sell articles at price mentioned
 - b) Counter offer
 - c) Invitation to make an offer
 - d) Mere advertisement

14. Consensus ad idem means

- a) Common intention
- b) Meeting of minds
- c) Theme of contract
- d) None of the above

15. "Active concealment of a fact" is associated with which one of the following?

- a) Undue influence
- b) Fraud
- c) Mistake
- d) Misrepresentation

Q.2 A) Write short notes on (Each of three mark) (All Compulsory) (15)

- 1. Persons of Unsound mind
- 2. Difference between coercion & undue influence (Any-3 points)
- 3. Difference between Wagering agreement & contingent contract (Any-3 points)
- 4. Devolution of joint rights
- 5. Revocation & modes of revocation

Q.3 A) Long question. (08)

Explain Nature of Contract with the concepts and essentials of valid contract.

OR

A) Long question. (08)

Explain contingent agreement & rules regarding Contingent Agreement.

B) Long question. (07)

Explain in detail agreements opposed to the public policy.

OR

B) Long question. (07)

Define Consideration & explain in detail Legal rules to the consideration.

Q.4 A) Practical problem solving (All Compulsory) (07)

- 1) A intends to make an offer to B and tells C about it. C informs B about the contemplated offer but A himself does not communicate the offer to B. B Accepts the offer and inform A about the acceptance. Is there a contract between A & B? & analyze the case.
- 2) A minor fraudulently represented to a money-lender that he was of full age and executed a mortgage deed for Rs.10,000. Has the money lender any right of action against the minor for the money lent or for damages for fraudulent misrepresentation? & analyze the case.

B). Answer the following (Any-4) (Each of two mark) (08)

- 1. Agreement
- 2. Novation
- 3. Injunction
- 4. In-personam
- 5. Cross offer
- 6. Restitution