

PARUL UNIVERSITY
FACULTY OF LAW
BA LL.B Winter 2018 – 19 Examination

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

Date: 20/12/2018
Time: 10:30 am to 01:00 pm
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.**(15)**

(MCQ, True or False, Definitions, Explain terms) (1 marks each. All Compulsory)

1. Every promise and every set of promise forming the consideration for each other is a/an

[a] contract	[b] agreement
[c] offer	[d] acceptance
2. A promises to deliver his watch to B and, in return, B promises to pay a sum of Rs 2000. This is a/an

[a] agreement	[b] proposal.
[c] acceptance	[d] offer
3. A owns a residential flat. He is entitled to a quiet possession and enjoyment of his property. This is called

[a] rights in personam.	[b] rights in rem.
[c] Moralright.	[d] there is no right at all.
4. Valid contracts

[a] are made by free consent.	[b] are made by competent parties.
[c] have lawful consideration and lawful Object	[d] all of the above.
5. Agreement to murder a person

[a] cannot be enforceable by law.	[b] is valid in law.
[c] is invalid for want of consideration.	[d] has no consensus ad idem.
6. A makes a contract with B to be a business competitor. This is an example of

[a] valid contract.	[b] illegal agreement.
[c] voidable contract.	[d] unenforceable contract.
7. A promises to give Rs 5000 per month pocket money to his son B. If A does not give the pocket money

[a] B can sue his father.	[b] B has no remedy against A.
[c] B can accept a lower pocket money also	[d] B has to give Rs.5000 to his father.
8. A and B enter into a contract to marry each other. Before the time fixed for the marriage, A goes mad. The contract becomes

[a] Void	[b] Illegal
[c] valid	[d] Voidable

9. Advertisement of an auction is not but it only invitation for the proposal
- [a] agreement [b] proposal.
[c] acceptance [d] offer
10. A invites B for coffee in Coffee Day Restaurant and B accepts the invitation. On the appointed date, B goes there but A does not come. In this case
- [a] B has no remedy against A. [b] B has remedy against A.
[c] B can sue A for not honouring his words. [d] B cannot sue A for not honouring his words.
11. According to provisions of the Indian Contract Act, 1872 void agreement and void contract is the same.
- [a] True [b] False
12. All illegal agreements are void; but all void agreements are not illegal.
- [a] True [b] False
13. Write a note on free consent.
14. Define : Agreement
15. Define : Unenforceable Contract

Q.2 Answer the following questions. (Each of three mark) (15)

1. Write a brief note on Discharge of Contract.
2. Distinguish between void agreement and illegal agreement.
3. Write note on Wagering Agreement.
4. Explain voidable contract with illustration.
5. Enumerate the Obligation of person enjoying benefit of non-gratuitous act.

Q.3 A) Discuss contingent contract. (08)

OR

- A) Write a detailed note on capacity to contract with exceptions.
B) Explain consequences of breach of contract. (07)

OR

- B) Discuss legal and general rules for acceptance.

Q.4 A) Write a detailed note on performance of contract. (07)

B) Answer any four of the following (short questions with option) (Each of two mark) (08)

1. What is quasi contract?
2. Distinguish between fraud and misrepresentation.
3. What is mistake? How does it affect the contract?
4. Discuss the difference between undue influence and coercion.
5. Define : Offer