

**BACHELOR OF LAWS - LL.B. (THREE YEAR DEGREE COURSE) (CBCS-  
2021 COURSE)**

**LL.B. Sem - I : SUMMER : 2024  
SUBJECT: LAW OF CONTRACT**

Day : Thursday  
Date : 18/04/2024

**S-24992-2024**

Time : 02:00 PM-04:30 PM  
Max. Marks : 60

**N.B.:**

- 1) All questions are **COMPULSORY**.
- 2) All question carry **EQUAL** marks.

**Q.1 a)** "All contract are agreements but all agreements are not contract." Discuss the statement explaining the essential of a valid contract.

**OR**

**b)** What is 'Breach of Contract'? Explain the remedies available to an agrieved party on the breach of contract.

**Q.2 a)** Define consideration. Why is it essential in a contract? What are the legal rules regarding consideration.

**OR**

**b)** What are the various ways in which a contract may be discharged?

**Q.3 a)** 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?

**OR**

**b)** "A person who is usually of unsound mind, but occasionally of sound mind may make a Contract when he is of sound mind". Explain.

**Q.4 a)** Write short notes on:

- i) Nature of Specific Relief
- ii) Rescission of Instruments

**OR**

**b)** Write short notes on:

- i) Specific Performance
- ii) Cancellation of Instruments

**Q.5 a)** Write a Case Comment on Balfour Vs. Balfour.

**b)** X saves Y's property from fire intending to do so gratuitously. Subsequently he claims compensation from Y on the ground that Y enjoyed the benefit of X's act. Will he succeed?

**OR**

**Q.5 a)** Write a Case Comment on Carlill Vs. Carbolic Smoke ball Co.

**b)** A sent a telegram to B, "Will you sell your car? Quote lowest price". B sent a reply "Lowest price Rs. 25, 000". A sent a second telegram to B, "I agree to buy your car for Rs. 25, 000". B thereafter refuses to sell. Is there a contract between A and B? Can A compel B to do so?

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