

B.B.A. LL.B. (FIVE YEAR DEGREE COURSE) (CBCS-2021 COURSE)
B.B.A. LL.B. (5 Year) Sem - II : SUMMER : 2025
SUBJECT: LAW OF CONTRACT

Day : Wednesday
Date : 14/05/2025

S-24939-2025

Time : 10:00 AM-12:30 PM
Max. Marks : 60

N.B.

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

Q.1 A) Write short notes on: (12)
i) Offer and invitation to offer
ii) Tender of Performance
iii) Can silence amount to fraud?

OR

Q.1 B) Write short notes on: (12)
i) Anticipatory breach
ii) Consideration must be of value in the eyes of law and in the eyes of parties too.
iii) Test of soundness of mind under Section 12.

Q.2 A) "Acceptance is to offer what a lighted match is to gunpowder. It produces something which cannot be recalled or undone". Explain in detail the rules relating to valid acceptance. (12)

OR

Q.2 B) "Impossibility of performance is, as a general rule, no excuse for non-performance of a contract". Nevertheless, the doctrine of frustration of a contract is an exception to the rule. Explain the doctrine in detail. (12)

Q.3 A) What is meant by 'void agreements'. Explain the various void agreements expressly declared to be void under the Indian Contract Act, 1872. (12)

OR

Q.3 B) "Standard Form Contracts are the most convenient mode of bulk contracts done by giant corporations. They have their own advantages and disadvantages. The judiciary has evolved doctrines to protect the common man against these one-sided contracts". Explain the protective doctrines with the help of relevant case laws. (12)

Q.4 Write a detailed comment on the following: (12)

- a) State the facts and principle of law given in the case of *Mohri biwi v. Dharmodas Ghose*.
- b) 'A' tells his wife that he would commit suicide if she does not sign the contract. She signs the paper under the threat. Can the wife avoid the contract? Give the legal provision.

OR

- a) State the facts and principle of law given in the case of *Carlill v. Carbolic Smoke Ball Co.* (12)
- b) 'X' saves 'Y's property from fire intending to do so gratuitously. Subsequently 'X' claims compensation from 'Y' on the ground that 'Y' enjoyed the benefit of 'X's act. Will 'X' succeed? Explain in the light of legal provisions.

Q.5 A) Answer the following with reference to the Specific Relief Act, 1963. (12)
i) Rectification of Instruments
ii) Cancellation of Instruments

OR

Q.5 B) Answer the following with reference to the Specific Relief Act, 1963. (12)
i) Injunctions
ii) Rescission of Contract
