

**B.B.A. LL.B. (FIVE YEAR DEGREE COURSE) (CBCS-2021 COURSE)**

**B.B.A. LL.B. (5 Year) Sem - II : WINTER : 2024**

**SUBJECT: LAW OF CONTRACT**

Day : Wednesday

Date : 23/10/2024

**W-24939-2024**

Time : 02:00 PM-04:30 PM

Max. Marks : 60

**N.B.**

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

**Q.1 A)** Give the legal position regarding the following scenarios along with legal provisions. (12)

- i) 'A' intends to make an offer to 'B' and tells 'C' about it. 'C' informs 'B' of the contemplated offer but 'A' himself does not communicate the offer to 'B'. 'B' accepts the offer and informs 'A' about the acceptance. Is there a binding contract between 'A' and 'B'?
- ii) 'A' finds 'B's' purse and gives it to him 'B' promises to give 'A' Rs. 100 Can 'A' claim the money? Write the relevant provision.

**OR**

**Q.1 B)** i) 'A', was in great need of money, he sells his new car purchased just two months ago at a price of 7 lacs for just Rs. 1 lac. Afterwards 'A', seeks to set aside the contract on the ground of inadequacy of consideration. Will he succeed? Give the relevant provisions. (12)

ii) 'A' promises to pay 'B' Rs. 5000 if he does not come to the court as a witness against him. 'B' does not appear in court. Can 'B' claim the money from 'A'? Give the relevant provisions.

**Q.2 A)** "The parties who enter into a contract must have the capacity to do so". (12)  
Explain in detail the provisions relating to competency of the parties to enter into a contract according to the Indian Contract Act, 1872. Support your answer with relevant case laws.

**OR**

**Q.2 B)** "Quasi contract is the creation of law and thus are fundamentally different than a normal contract". Explain the kinds of Quasi Contracts provided under the Indian Contract Act, 1872. (12)

**Q.3 A)** "Impossibility of performance is, not an excuse for non-performance of a contract". Explain in the light of relevant case laws. (12)

**OR**

**Q.3 B)** "Mere Silence does not amount to fraud". Explain "fraud" as seen under section 17 with the help of case laws. Distinguish between fraud and Undue Influence. (12)

**Q.4** Write short notes on: (12)

- a) Wagering agreement
- b) The rule in *Hadley v. Baxendale*

**OR**

- a) Anticipatory Breach (12)
- b) Standard Form Contract

**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) Declaratory decrees

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