

End Semester/ Reappear (Semester I) Examination December, 2024

Programme: LLB

Course: Contract I

Course Code: 24D.104

Enrolment no. _____

Full Marks: 70

Time: 3 Hrs.

Section I

1. Short Answer type questions. Answer any four. 4 x 5 = 20

- a. Write a short note on the Standard form of contract.
- b. Explain the competent persons to enter a contract as per Indian Contract Act, 1872.
- c. Write a short note on Quasi contract.
- d. Define consent and free consent as per the Indian Contract Act, 1872.
- e. Explain the legal provisions regarding unlawful object and consideration.
- f. Explain the different types of breach.

Section II

Long Answer type questions. Answer any three. 3 x 10 = 30

2. Explain the law on the intention to create legal relations in the formation of contract. In your explanation, refer to case laws.
3. Explain the rule that "Stranger to a contract can neither sue nor be sued." Point out the exceptions to this rule.
4. When a contract is said to be made out of free consent? Explain the circumstances when contract is said to be made out of free consent with relevant provisions.
5. Peter and Oliver enter a contract under which Peter agrees to deliver a basket of fruits at Oliver's residence and Oliver promises to pay Rs 1,500 after consuming all the fruits. However, Peter erroneously delivers a basket of fruits at John's residence instead of Oliver's. When John gets home he assumes that the fruit basket is a birthday gift and consumes them. Does John have to pay for the goods?
6. Consideration need not be adequate. Analyse the statement in light of essential elements for a valid consideration.

Section III

Application based questions. Answer any one. 1 x 20 = 20

7. The defendant, who worked in Ceylon, came to England with his wife on holiday. He later returned to Ceylon alone, the wife remaining in England for health reasons. These lines were taken from which case laws? Analyze the case along with its landmark judgment.
8. "Minority can only be claimed as a shield but not as a sword." Explain the statement and mention the situations when a minor is liable under the law of contract.
9. Lewis has recently had a big win on the lottery and has decided to purchase shares of a company. He is extremely unhappy about certain terms of the contract and would like to know if there is anything that can be done about them. Contract was with John, for the purchase of shares the company. During negotiations for the contract, Lewis enquired about the state of the accounts of the company, specifically, whether the company was profitable. John said this - "I'm unsure, but it is my opinion that the company is profitable. However, I will check the accounts in the next week, if you do not hear from me you can assume all is well". After a week, Lewis hears nothing. The contract is then signed, but when Lewis receives the accounts he is upset to find the company has not profited in the last 6 months. Would Lewis' conduct amount to a misrepresentation? If so, is it actionable, and could you ascertain what type of misrepresentation has been made?
