



- Notes :
1. Attempt **Eight** questions in all including Qu. No. 1 which is compulsory.
 2. All questions carry equal marks.
 3. Indicate appropriate question number while answering.

1. Choose the correct alternative for the following.
- i) The person to whom the proposal is made signifies his assent under section 2 (b) of the Indian contract Act 1872. Such proposal is -----
 - a) Agreed
 - b) Not accepted
 - c) Void
 - d) Accepted
 - ii) Good displayed with a price tag is -----.
 - a) An invitation to offer
 - b) an offer
 - c) an agreement
 - d) None of these
 - iii) Which of the following is essential for enforceable agreements?
 - a) Soundness of the mind
 - b) Age of the parties
 - c) Both 'a' and 'b'
 - d) None of these
 - iv) Under Section 20 of the Indian contract Act 1872 in case both the parties are under mistake as to matter of fact the contract.
 - a) Is valid
 - b) Is Invalid
 - c) Is void
 - d) None of these
 - v) Under section 26 of the Indian contract Act an agreement in restraint of marriage is---
 - a) Voidable
 - b) Valid
 - c) Void
 - d) None of these
 - vi) In case Performance of a contract becomes impossible or unlawful such contract is ---
 - a) Illegal
 - b) Voidable
 - c) Void when the performance becomes unlawful or impossible
 - d) None of these
 - vii) Painter 'O' promises to make a painting for 'P'
 - a) O's employees can perform the promise
 - b) O's servant can perform the promise
 - c) 'O' must perform this promise personally
 - d) O's son can perform the promise
 - viii) The term "implied contract" sometimes used in place of -----
 - a) Wagering contract
 - b) Contingent contract
 - c) Ordinary contract
 - d) Quasi contract
 - ix) If the parties to a contract agree to substitute a new contract for it, or to rescind or alter it, it is called -----
 - a) Novation
 - b) Waiver
 - c) Accord and satisfaction
 - d) Reasonable

x) All agreements in restraint of trade or business of any kind are void to that extent except in the case of sale of -----

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| a) Wagering will | b) Contingency will |
| c) Bad Will | d) Good will |

2. "A proposal is the starting point of a contract" Discuss with reference to the essential elements of a valid proposal.
3. Discuss the law relating to communication of proposal, acceptance and Revocation.
4. Who is competent to contract? Discuss the law relating to contracts with a minor.
5. What do you mean by consent? Consent of the parties must be true, free, full and final. Explain.
6. What is fraud as defined under the Indian contract Act? Whether mere silence is fraud or not? State the circumstances, under which a duty to speak arises.
7. When is consideration of an agreement said to be lawful?
8. State and explain consideration. What are the exceptions to the rule: "No consideration no contract"?
9. Define "Void Agreement". State and explain the agreements which have been expressly declared void in contract Act.
10. Explain in detail the law relating to wagering agreements.
11. What do you mean by discharge of a contract? What are the various modes of discharge of a contract?
12. Discuss the doctrine of frustration of contract. What are the specific grounds of frustration?
