

NIILM UNIVERSITY
END SEMESTER EXAMINATION, DEC- 2021
B.A. LL.B
SEMESTER – I
LAW OF CONTRACT - I

Duration – 2.5 Hours

Max Marks: 70

PART (A):- Attempt all questions, each question carries one mark. Each question carries four options, choose the correct one. (20×1= 20)

Q1. A agrees to pay Rs.50000 to B if he kills C. the agreement is

- a. Void
- b. Valid
- c. Voidable
- d. Contingent

Q2. An agreement in restraint of marriage, ie, which prevents a person from marrying is

- a. Valid
- b. Voidable
- c. Void
- d. Contingent

Q3. An agreement, which prevents a person from carrying lawful business is

- a. Valid
- b. Void
- c. Voidable
- d. Contingent

Q4. Which of the following persons can perform the contract?

- a. Promisor alone
- b. Legal representatives of the Promisor
- c. Agent of the Promisor
- d. All of these

Q5. An agreement in restraint of marriage is valid incase of the following persons

- a. Minors
- b. Educated
- c. Married
- d. None of these

Q6. When the offeree offers to qualified acceptance of the offer subject to modifications and variations he is said to have made a

- a. Standing, open or continuing offer
- b. Counter offer
- c. Cross offer
- d. Special offer

Q7. Where an agreement consists of two parts once legal and the other illegal and the legal part is separable from the illegal one, such legal part is

- a. Void
- b. Valid
- c. Voidable
- d. Illegal

Q8. A contingent contract dependent on the non happening of a future uncertain event becomes void when such event

- a. Happens
- b. Does not become impossible
- c. Does not happen
- d. Both (a) and (b)

Q9. A contingent contract is ;

- a. Void
- b. Voidable
- c. Valid
- d. Illegal

Q10. On the valid performance of the contractual obligations by the parties, the contract;

- a. Is discharged
- b. Becomes enforceable
- c. Becomes void
- d. None of these

Q11. A voidable contract is one which;

- a. Can be enforced at the option of the aggrieved party
- b. Can be enforced at the option of the both parties
- c. Cannot be enforced in a court of laws
- d. Court prohibits

Q12. Standing offer means

- a. Offer allowed to remain open for acceptance over a period of times
- b. Offer made to the public in general
- c. When the offeree offers to qualified acceptance of the offer
- d. Offer made to a definite person

Q13. The consideration or object of agreement is considered unlawful, if is

- a. Forbidden by law
- b. Fraudulent
- c. Immoral
- d. All of these

Q14. An agreement to do an illegal act(eg: sharing the earnings of smuggling business) is

- a. Valid
- b. Void
- c. Voidable
- d. Contingent

Q15. Which of the following statement is true?

- a. An agreement enforceable by law is a contract
- b. An agreement is an accepted proposal
- c. Both (a) and (b)
- d. None of these

Q16. A agrees to pay Rs.1000 to B if a certain ship returns within a year. However, the ship sinks within the year. In this case, the contract becomes

- a. Valid
- b. Void
- c. Voidable
- d. Illegal

Q17. Which of the following statements is correct?

- a. Ordinary damages are recoverable
- b. Special damage is recoverable only if the parties knew about them
- c. Remote or indirect damages are not recoverable
- d. All of these

Q18. Consideration must move at the desire of:

- a. Promisor
- b. Promisee
- c. Any other person
- d. Any of these

Q19. What is legal terminology for the doing or not doing of something which the promisor desires to be done or not done?

- a. Desires
- b. Wishes
- c. Considerations
- d. Promise

Q20. A contingent contract dependent on the non happening of specified uncertain event within fixed time can be enforced if the event

- a. Does not happen within fixed time
- b. Becomes impossible before the expiry of fixed time
- c. Happens within the fixed time
- d. Both (a) and (b)

PART (B):- Attempt any 5 long questions from below. Each question carries 10 marks. (05×10= 50)

Q1. Write the short notes on the following:

A. Acceptance, its elements

B. Proposal , its elements

Q2. Explain with the help of decided cases, law relating to minors.

Q3. Define consideration briefly .discuss different kinds of consideration. Is past consideration not a good consideration?

Q4. Explain coercion and undue influence. What is their effect on the contract?

Q5. Define Void agreement. What Kinds of contract are considered void under Indian Contract act.

Q6. Write short notes on any two of the following

A. Agreements against public policy B. Defeating the provisions of law

C. Agreement forbidden by law D. Unlawful Consideration

Q7. Describe the various modes of discharging contract with examples.

Q8. What do you understand by quasi contract? Discuss it with relevant cases and provide sections under Indian contract act.

Q9. Describe the remedy for breach of contract under Indian contract act 1872.

Q10. Explain the provisions regarding contingent Contract