

2019

GENERAL PRINCIPLES OF CONTRACT

Fourth Paper

Full Marks : 80

The figures in the margin indicate full marks.

*Candidates are required to give their answers in their own words
as far as practicable.*

Answer **any two** questions.

1. Define consideration. Explain the rule 'No consideration no contract'. Is there any exception to the rule?
If so, mention. 15+25
2. What is an agreement? When an agreement becomes a contract? What are essential elements of a valid contract? 5+10+25
3. Define Privity of Contract. Is there any rule in India on Privity of Contract? Support your answer with the provisions of Indian Contract Act, 1872. 15+25
4. (a) Discuss the term Consent and Free Consent.
(b) Discuss the effect of coercion. 5+5+30
5. Define contingent contract. When contingent contract becomes contract? Distinguish between void agreement and voidable contract. 5+25+10
6. (a) What is Quasi-contract? Discuss the types of quasi-contracts as provided under the Contract Act.
(b) State the effect of Novation, Rescission and Alteration of Contracts. 25+15
7. (a) Discuss the principles of communication of proposal and acceptance.
(b) Can a minor make a valid contract? 20+20
8. (a) What is specific performance of a contract? Under which Act it is dealt with? When could the court grant the decree for specific performance?
(b) Which contracts are not specifically enforceable? 20+20
9. Write short notes on **any four** of the following : 10×4
 - (a) Communication of proposal, acceptance
 - (b) Agreement to do impossible act
 - (c) Wagering agreement.

Please Turn Over

- (d) Quantum Meruit
- (e) Agreement in Restraint of marriage
- (f) Agreement in Restraint of Trade.

- 10.** (a) What is injunction? When an injunction may be granted by the Court?
(b) When can an injunction be refused by the court?

15+25
