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Total Number of Pages : 01

IMBA  
16IMN303

3<sup>rd</sup> Semester Regular/Back Examination 2019-20

LAW OF CONTRACT

BRANCH : IMBA

Max Marks : 100

Time : 3 Hours

Q.CODE : HRB696

Answer Question No.1 (Part-1) which is compulsory, any EIGHT from Part-II and any TWO from Part-III.

The figures in the right hand margin indicate marks.

Part-I

Q1 Only Short Answer Type Questions (Answer All-10) (2 x 10)

- a) Right in rem
- b) Right in Personam
- c) Coercion
- d) Anticipatory breach of contract
- e) Del credere agent
- f) Agency coupled with interest
- g) Partnership by holding out
- h) Agreement to sell
- i) Warranties
- j) Counter offer and cross offer

Part-II

Q2 Only Focused-Short Answer Type Questions- (Answer Any Eight out of Twelve) (6 x 8)

- a) Discuss the rules regarding offer and its revocation.
- b) Write out the rules regarding acceptance and its revocation.
- c) What are the exceptional provisions regarding "No consideration no contract"?
- d) What do you mean by free consent? What happens to the agreement if there is no free consent?
- e) What are the different types of damages? Explain with examples.
- f) What do you mean by legality of object? Explain the provisions.
- g) Explain how a contract of agency is created by implications.
- h) Write in brief the implied conditions under Sale of Goods Act.
- i) Discuss the rights of a partner.
- j) When and how a partnership firm can be dissolved.
- k) Under what circumstances a court can refuse prayer for specific performance.
- l) A non-owner can sell goods. When?

Part-III

Q3 Only Long Answer Type Questions (Answer Any Two out of Four) (16)

All contracts are agreements but not all agreements are contracts. Do you agree with this statement? Justify your answer.

Q4 Explain in detail how a contract comes to an end? (16)

Q5 Who is an unpaid seller? Write the rights of an unpaid seller. (16)

Q6 Write short notes on any TWO : (16)

- a) Minor's contract
- b) Misrepresentation
- c) Caveat Emptor

Registration No :

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IMBA  
16IMN303

3<sup>rd</sup> Semester Regular Examination 2018-19

LAW OF CONTRACT

BRANCH : IMBA

Time : 3 Hours

Max Marks : 100

Q.CODE : E282

Answer Question No.1 (Part-1) which is compulsory, any EIGHT from Part-II and any TWO from Part-III.

The figures in the right hand margin indicate marks.

Part- I

Q1 Short Answer Type Questions (Answer All-10) (2 x 10)

- Explain with example what contractual impossibility is.
- What is an invitation to offer? Give an example.
- What is implied acceptance? Give example.
- Who can be strangers to consideration?
- What is intentional misrepresentation called? Give an example.
- Why courts don't allow specific performance of contract sometimes? Give circumstances.
- What is a general lien?
- What is agency coupled with interest?
- What is a partnership deed?
- What is an agreement to sell?

Part- II

Q2 Focused-Short Answer Type Questions- (Answer Any Eight out of Twelve) (6 x 8)

- What are the fundamental principles of Contract Act?
- Discuss the modes to terminate an offer.
- Explain 3 reasons when there can be contract without consideration.
- What are the basic principles of a quasi contract?
- Explain the case and the principle of law in the famous case of Mohri Bibi vs Dharamdas Ghose.
- What is damage? Discuss the different types of damages.
- Discuss the rights of a finder of lost goods.
- Explain different types of goods under the Sale of Goods Act.
- Discuss the different types of implied warranties.
- How can a contract be discharged by a new agreement?
- Explain the instances and cases falling under bilateral mistake.
- Explain the process of registering a partnership firm.

Part-III

Long Answer Type Questions (Answer Any Two out of Four)

- Q3 Describe the essential pre-requisites to form a valid contract. (16)
- Q4 When can a contract come to an end? Discuss at least five different ways of closing the mutual responsibilities in a contract. (16)
- Q5 Discuss the implied conditions in a contract of sale. (16)
- Q6 Discuss the mutual rights and responsibilities of a bailor and bailee. (16)



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Total Number of Pages: 02

IMBA  
16IMN303

3<sup>rd</sup> Semester Regular Examination 2017-18

LAW OF CONTRACT

BRANCH: IMBA

Time: 3 Hours

Max Marks: 100

Q.CODE : B866

Answer Question No.1 and 2 which are compulsory and any four from the rest.  
The figures in the right hand margin indicate marks.

**Q1 Answer the following questions : (2x10)**

- (a) What is an implied agreement? Give an example.
- (b) Define a void contract. Give an example.
- (c) What is an illegal agreement? Give an example.
- (d) What is a caveat emptor?
- (e) Explain the concept of coercion.
- (f) Give an example of bilateral mistake and explain its impact.
- (g) Who is a finder of lost goods? What is his legal right against the true owner?
- (h) What is particular lien? Who enjoys such power?
- (i) What are implied warranties?
- (j) Give an example of agency by estoppel.

**Q2 Fill up the blanks in the following questions : (2x10)**

- (a) A promises to deliver his watch to B and in return B promises to pay Rs1000. This is an example of -----.
- (b) Contractual rights and duties are created by-----.
- (c) Consensus of ad idem is known as meeting of -----.
- (d) A and B enter into a contract to marry each other. Before the marriage, A goes mad. The contract becomes-----.
- (e) An implied offer means an offer made by-----.
- (f) Terms of offer must be -----.
- (g) A threatens to kill B, if he does not sell property in his name. This is a case of ----.
- (h) The fiduciary relation means the relationship of -----.
- (i) When a party to a contract transfers his right to another party, it is legally known as -----.
- (j) Quantum meruit means-----.

**Q3 Explain the legal provisions regarding offer and acceptance with suitable examples. (15)**

**Q4 What are the remedies available under contract to a party who is aggrieved by nonperformance of the term of the contract by other party? (15)**

**Q5 Which leading case determines that "A minor's contract is void ab initio"? Elucidate the case and discuss the provision with exceptions, if any. (15)**

**Q6 Explain in detail the various modes of creation of agency contracts. (15)**

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# 2. Business Law - Contract Law

## LAW OF CONTRACT

### BRANCH 2000

Page 2 of 2

- Q7** What do you mean by conditions and warranties in a contract of sales. Discuss the implied conditions with examples. **(15)**
- Q8** What is a partnership deed? Write the legal rights and obligations of partners. **(15)**

(10)

Answer the following questions:

1. Define contract.
2. What are the essential elements of a contract?
3. Define offer and acceptance.
4. What is consideration?
5. Define free consent.
6. Define coercion, undue influence, fraud, misrepresentation and mistake.
7. Define contract of sale.
8. Define conditions and warranties.
9. Define implied conditions.
10. Define partnership.
11. Define partnership deed.
12. Define legal rights and obligations of partners.
13. Define legal rights and obligations of partners.
14. Define legal rights and obligations of partners.
15. Define legal rights and obligations of partners.

(10)

Answer the following questions:

1. Define contract.
2. What are the essential elements of a contract?
3. Define offer and acceptance.
4. What is consideration?
5. Define free consent.
6. Define coercion, undue influence, fraud, misrepresentation and mistake.
7. Define contract of sale.
8. Define conditions and warranties.
9. Define implied conditions.
10. Define partnership.
11. Define partnership deed.
12. Define legal rights and obligations of partners.
13. Define legal rights and obligations of partners.
14. Define legal rights and obligations of partners.
15. Define legal rights and obligations of partners.

(10)

Answer the following questions:

(10)

Answer the following questions:

(10)

Answer the following questions:

(10)

Answer the following questions: