

TILAK MAHARASHTRA VIDYAPEETH, PUNE
BACHELOR OF LAWS (LL.B.) (Three Years Semester Pattern)/
B.A. LL.B. (ACADEMIC LAW)
(FIVE YEARS SEMESTER PATTERN) CREDIT SYSTEM
EXAMINATION : MAY-JUNE - 2023
FIFTH/FIRST SEMESTER
Sub.: Law of Contract – I (LW-18-5001/102)

Date : 30/05/2023

Total Marks : 60

Time: 10.00 am to 12.30 pm

Instructions: 1) All questions are compulsory.
2) Figure indicate to the right full marks.

Q. 1. Answer the following question. (15)

A) "Justice demands that a person wrongly disposed of property should recover it." Explain how Specific Relief Act is operative on this purpose.

OR

B) Explain the meaning of a Contingent Contract. What are the rules relating to Contingent Contract as provided under Indian Contract Act, 1872.

Q. 2. Answer the following question. (15)

A) Explain the term "Consideration and state the exceptions to the rule: "No Consideration, No Contract". Support your answer with relevant case laws and illustrations.

OR

B) What are the various ways in which a contract may be discharged?

Q. 3. Write Short Notes. (any four) (20)

- a) Offer and Acceptance.
- b) Contracts which cannot be specifically performed.
- c) Quantum Meruit.
- d) Damages and its Types.
- e) Mistake as provided under Indian Contract Act, 1872.
- f) Agreement in Restraint of Trade.

Q. 4. Answer the following questions. (10)

A) A commenced a periodical publication called, the Armour, and engaged B to write a volume on ancient armour for it. For this B was to receive the sum of Rs.10,000/- on completion of the work. When he had completed a part, but not the whole of his volume, A abandoned the publication. B sued for recovery of the amount contracted for. Advise B.

OR

B) Over a cup of coffee in a restaurant, A invites B to a dinner at his house on a Sunday. B hires a taxi and reaches A's house at the appointed time, but A fails to perform his promise. Can B recover any damage from A?