# 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: DECEMBER - 2023

### FIFTH/FIRST SEMESTER

**Sub.:** Law of Contract – I (LW-18-5001/102)

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

Total Marks: 60

## Q. 1. Answer the following question.

Date: 06/12/2023

**(15)** 

Time: 10.00 am to 12.30 pm

A) Explain in detail about the provisions relating to "Free Consent" as provided in the Indian Contract Act, 1872.

OR

B)Explain the term consideration and stste the expection to the rule: "No consideration, no contract".

## Q. 2. Answer the following question.

**(15)** 

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

OR

B) When may the court order specific performance of the contract and when it must refuse to do so as per the provisions of the Specific Relief Act, 1963?

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

**(20)** 

- a) Quantum Meruit.
- b) Injunctions as per the Specific Relief Act, 1963.
- c) Legal Rules as to Acceptance.
- d) Privity of Contract.
- e) Doctrine of Frustration.
- f) Persons by or in favour of whom contracts cannot be specifically enforced.

#### Q. 4. Answer the following questions.

(10)

A) A and B of Delhi each deposit Rs.1,000/- with C for a bet between them, A wins the bet.C refuses to pay the amount to A. Can A recover the amount i.e. (Rs.2,000/-) from C?

OR

B) D volunatrily renders substantial assistance to B whose house has caught fire. Can D claim any compensation from B for such assistance?