## 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-2024** FIRST/FIFTH SEMESTER

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

Date: 22/05/2024 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) Describe in detail what are void agreements as per the provisions of Indian Contract Act, 1872.

OR

B) Explain in detail the remedies for Breach of Contract as per the provisions of Indian Contract Act, 1872.

#### Q. 2. Answer the following question.

(15)

A) Describe in detail about Specific Performance of Contracts as provided under "The Specific Relief Act, 1963".

OR

B) Explain the term "No Consideration: No Contract" and also state its exceptions as per the provisions of Indian Contract Act, 1872.

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

(20)

- a) Quasi Contracts
- b) Injunctions
- c) Minors Contract
- d) Persons for or against whom contracts may be specifically enforced
- e) Privity of Contract
- f) Modes of Discharge of Contract

#### O. 4. Answer the following questions.

(10)

A) A, is aged 17 years. He enters into an greement with B for hiring out certain machinery belonging to B. After the agreement was signed, A backs out of the Agreement and B wants to enforce the same. Discuss with reasons whether B will succeed or not.

OR

B) Suresh unlawfully takes possession of house X from Dinesh on 4th April 2023. On 9th January 2024, Dinesh initiates proceedings under section 6 of the Specific Relief Act, 1963 against Suresh for regaining possession of the house. Suresh pleads that he is entitled to take possession of the house because he is the owner of the house. Decide?