

## SEMESTER EXAMINATION 2022-2023

## BA.LL.B. Vth YEAR

## LAW OF CONTRACT INCLUDING SPECIFIC RELIES ACT SALE OF GOOD ACT

Duration: 3:00 hrs.

Max Marks: 70

**Note: Attempt all questions. All questions carry equal marks. In case of any ambiguity or missing data, the same may be assumed and state the assumption made in the answer.**

Q 1.	<b>Answer any four parts of the following within 100 to 125 words.</b> a) What are the essentials of a valid contract? Elaborate on types of contracts on basis of execution. b) “All contracts are agreements but all agreements are not contracts”? Discuss? c) Elaborate types of contracts on basis of “Enforceability? Discuss each. d) Difference between an offer and an invitation to offer? e) What do you mean by cross-offer? Essential of valid offer? f) Under what circumstances rule of “caveat emptor” is not applicable?	4x3.5=14
Q 2.	<b>Answer any four parts of the following within 100 to 125 words.</b> a) What do you mean by Acceptance? Essentials of valid Acceptance? b) When communication of offer, acceptance and revocation is complete? c) What will be the effect of such contract, in which “free consent” is missing? Discuss in detail in light of judicial cases. d) Discuss provisions relating to consideration? Is there any exception against the general rule of consideration? e) Discuss the provision relating to the “Doctrine of privity of contract”? Discuss facts of the case “KHWAJA MUHAMMAD V. HUSSAINI BEGUM”? f) Which category of persons are disqualified by law by entering into a contract?	4x3.5=14
Q 3.	<b>Answer any two parts of the following within 200 to 250 words</b> a) Explain the nature of minor case law? Effect of the contract with or by minor? Discuss Relevant case law. b) Discuss the meaning of the words “coercion” and “undue influence”? Difference between “coercion” and “undue influence”? c) Discuss the meaning of the words “Fraud” and “Misrepresentation”? Difference between “ Fraud” and “Misrepresentation”?	2x7=14
Q 4.	<b>Answer any two parts of the following within 200 to 250 words</b> a) Explain the meaning and nature quasi-contract with the help of decided cases? Types of quasi-contracts. b) Distinguish between condition and warranty? What is a warranty in a contract of sale?	2x7=14

	c) What is meant by the deliverable state? Explain the doctrine “caveat emptor” and state the exception to it.	
Q 5.	<p><b>Answer any two parts of the following within 200 to 250 words</b></p> <p>a) What do you mean by the unpaid seller? Under which circumstance unpaid seller is entitled to a lien on goods sold? When does he lose his lien right?</p> <p>b) What do you mean by contingent contract? Essentials of contingent contract? Discuss related case law.</p> <p>c) Discuss the various modes by which the contract can be discharged. What are the differences between “Novation” and “Alteration” of a contract?</p>	2x7=14

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