



'समानो मन्त्रः समितिः समानी'

UNIVERSITY OF NORTH BENGAL

B.A./BBA/B.Com. LL.B. Honours 2nd Semester Examination, 2022

CONTRACT-I

PAPER CODE: CC03/CC05

Time Allotted: 3 Hours

Full Marks: 100

The figures in the margin indicate full marks.

The students are advised to follow the word limit mentioned below strictly while answering questions. The marks will be deducted if answers exceed word limit. 20 marks- not more than 2000 words / 15 marks- not more than 1500 words / 10 marks- not more than 1000 words / 5 marks- not more than 500 words

Answer Question No. 7 and any four from the rest

1. (a) All contracts are agreement but all agreements are not contract. Examine the above statement with the essentials of the valid contract. 15+5
(b) Nitish enters into a bus carrying passengers from Darjeeling to Siliguri for Rs. 500. He refuses to make the payment of the fare on the ground that there was no agreement between him and the bus owner. Elucidate with proper reasons.
2. (a) Define Contract. 2+8+10
(b) Explain void and voidable contracts with proper illustrations.
(c) Write a short note on Privity of Contract along with its exceptions.
3. (a) Explain the essential elements for valid offer and acceptance. 10+10
(b) Explain the provisions of the Indian Contract Act, 1872 in relation to the revocation of offer and acceptance.
4. (a) Explain the position of agreement with a minor with reference to the case of Mohiri Bibi v. Dharmadas Ghosh [(1903) 30 I.A. 114 (P.C.)]. 10+10
(b) Can a person of an unsound mind enter into a contract? Justify.
5. (a) Discuss the law evolved in the case of Carlil v. CarbolicSmoke Ball co. (1893) 1 Q.B. 256 at 268. 10+10
(b) State the laws on communication of offer to consider the same as an agreement enforceable at law.
6. State the laws on discharge of contract. 20

7. Answer any *four* from the following:

5×4 = 20

- (a) Nudum pactum
- (b) Doctrine of novation
- (c) Contingent Contract
- (d) Quantum merit
- (e) Quasi contract
- (f) Doctrine of frustration.

—x—